



City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, December 15, 2015

6:00 PM

Council Chambers

HSSEQUENC

CLOSED SESSION

5:00PM

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to
Government

Code Section 54956.8

Property: APN 042-030-012

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

Negotiating Parties: Tuleyome

Under Negotiation: Price and Terms of Payment

SEE PAGE 2 FOR CONTINUATION OF AGENDA ITEMS

HSSEQUENC**B. 2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government****Code Section 54956.8**

Properties: Yolo County Assessor's Parcel Numbers 027-340-030, 027-340-038, 027-340-011, 027-340-020, 027-330-023, 005-720-099, 005-720-021, 005-720-023, 005-720-005, 005-720-024, 005-720-022, 027-330-024, 005-702-008, 005-703-010, 005-703-009, 005-705-007, 005-750-004, 005-750-003, 005-692-054, 005-692-060, 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, 027-340-029

Agency Negotiators: City Manager, Community Development Director, City Engineer, City Attorney, City's Project Manager: Associate Civil Engineer

Negotiating Parties: Pioneer Self Storage, Tim Fong, Syar, Bunge Milling, Knaggs Commercial Properties, Pacific Gas and Electric, Geraldine R. Ferro & Geraldine R. Ferro Revocable Trust, Thomas W. Canevari & Joan E. Canevari, Nick Canevari & Dorothy Canevari, John W. Kimzey & John S. & Edith L. Kimzey Family Revocable Trust, Bill and Shirley Wilson Family Revocable Trust, Richard E. Wilson Sr. Living Trust, Alvin Hornbuckle, Kentucky Avenue Church of Christ, 500 Kentucky Ave Associates LLC, Elizabeth J. Crum & Elizabeth J Crum Revocable Trust, Devinder Sahota & Susvir Sahota, Jose Rolon Orozco & Hector M. Gonzalez, 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

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY**DECEMBER 15, 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**

HSSEQUENC

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.

[16-266](#)

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 REPORTS1. [16-251](#)

SUBJECT: Commission on Aging Meeting Minutes for October 15, 2015

Recommendation for Action: Staff recommends that the City Council receive the October 15, 2015 Commission on Aging Minutes that were approved on November 19, 2015.

Attachments: [101515 Minutes](#)

2. [16-245](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for October 26, 2015

Recommendation for Action: Staff recommends that the City Council receive the October 26 Parks & Recreation Commission Minutes that were approved on November 23, 2015.

Attachments: [102615 PRC Minutes](#)

G. PRESENTATIONS3. [16-262](#)

SUBJECT: Proclamation of Appreciation for Dr. Dennis Dwyer and Mr. Eric Paulsen

Recommendation for Action: Staff recommends that the City Council recognize Dr. Dennis Dwyer and Mr. Eric Paulsen with Proclamations of Appreciation for their willingness to assist with lifesaving efforts until Fire and AMR arrived on scene.

Attachments: [Proclamation of Appreciation - Dwyer](#)

[Proclamation of Appreciation - Paulsen](#)

4. [16-253](#)

SUBJECT: Proclamation of Recognition for George Bierwirth, III for Service to the City of Woodland

Recommendation for Action: Staff recommends that the City Council adopt a proclamation in recognition of George Bierwirth, III for his many years of dedicated, unwavering service to the City of Woodland.

Attachments: [Bierwirth Proclamation](#)

HSSEQUENC**H. CONSENT CALENDAR**

5. [16-254](#) SUBJECT: Public Works Quarterly Status Report for the period of September through November 2015

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

Attachments: [Sept-Nov PW Quarterly Status Report](#)

6. [16-261](#) SUBJECT: Budget Appropriation Approval for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations to the Housing Assistance Grant Fund (324) and the HOME Grant Fund (323), re-program an existing appropriation for the Spring Lake Offsite Affordable Housing Fund (321), and authorize staff to amend the budget as necessary: (1) \$73,412 in BEGIN Program Income for a total appropriation of \$73,412 to Fund 324, (2) \$417,465 in HOME Program Income for a total appropriation of \$417,465 to Fund 323, and (3) \$77,500 in re-programming from a previous Spring Lake Offsite Affordable Housing Fund appropriation for a total re-programming of \$77,500 to Fund 321 to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

Attachments: [CC Reso 15Dec15](#)

7. [16-268](#) SUBJECT: Spring Lake Park N-1 - Purchase and Sales Agreement and Parks Master Plan

Recommendation for Action: Staff recommends that the City Council take action on this item, as follows:

1. Approve Resolution No. _____, authorizing the City Manager to execute the attached Purchase and Sales Agreement with Optimistic Partners, LLC for the acquisition of approximately 7.55 acres to allow the City to proceed with development of Spring Lake Park N-3; and

2. Review and approve the attached proposed Master Plan for Spring Lake Park N-1.

Attachments: [WOODLAND CALWEST Resolution Approving PSA for N1 Park-c1](#)
[Park N1 Purchase and Sale Agreement](#)
[Resolution approving Park N1 Masterplan](#)
[15.036 Springlake N1 Park-Master Plan- Phasing Plan 15 10-01](#)

8. [16-164](#) SUBJECT: Second Reading of Ordinance No. _____ approving the Second Amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC and Spring Lake Park N-3

HSSEQUENC

Purchase and Sales Agreement Amendment

Recommendation for Action: Staff recommends that the City Council take action on the following:

1. Conduct the second reading of Ordinance No. _____, approving the second amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC pertaining to the Heritage Remainder Area Development Project within the Spring Lake Specific Plan Area (Attachment 1); and
2. Adopt Resolution No. _____, amending the Purchase and Sales Agreement for Spring Lake Park N-3.

Attachments: [Ordinance Approving Second Amendment to Development Agreement WOODLAND HERITAGE REMAINDER AREA Resolution Approving Amendm WOODLAND First Amendment to N3 PSA-c2](#)

9. [16-252](#) SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report

Recommendation for Action: Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2015.

Attachments: [SB 165 Report 2014-15](#)

10. [16-256](#) SUBJECT: Approve Contract Amendment #3 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendment #3 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10, for a total amount not to exceed \$60,000.

Attachments: [Resolution](#)

11. [16-255](#) SUBJECT: Increase the Fiscal Year 2015/16 Water Conservation Rebate Budget Appropriation by \$15,000

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2015/16 appropriation of \$15,000 for water conservation rebates in the Water Conservation Program budget.

Attachments: [Resolution - Water conservation rebate funds](#)

I. REPORTS OF THE CITY MANAGER

12. [16-264](#) SUBJECT: Lower Cache Creek Feasibility Study - Authorization

HSSEQUENC

Requesting the U.S. Army Corps of Engineers to Pause Feasibility Study; Approve Contract Amendment with Wood Rodgers; and Approval of Supplemental Budget Appropriation

Recommendation for Action: Staff requests that the City Council:

- (1) Authorize the City Manager to sign a letter to the U.S. Army Corps of Engineers (Corps) to request a pause for the Corps Lower Cache Creek Feasibility Study;
- (2) Authorize the City Manager to execute Amendment #6 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$170,000; and
- (3) Approve an supplemental budget appropriation in the amount of \$500,000 from the Sewer Enterprise Fund for the Lower Cache Creek Feasibility Study, CIP #09-15.

Attachments: [A - Resolution for Wood Rodgers Contract Amendment](#)

[B - Wood Rodgers proposal](#)

[C - Resolution approving additional budget appropriation](#)

13. [16-269](#)

SUBJECT: General Plan Update 2035 - Transportation and Circulation Element Workshop

Recommendation for Action: Staff recommends that the City Council:

- (1) Receive a presentation regarding the General Plan Transportation and Circulation Element (TCE); and
- (2) Direct to staff to evaluate as part of the General Plan Update a citywide level of service standard of D for the roadway system with exceptions for further reductions to align with fiscal constraints and community values.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for December 15, 2015 was posted on December 12, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

HSSEQUENC

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



City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

File #: 16-266, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 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

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

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

Paul Navazio, City Manager

Attachment

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

JANUARY 5th	REGULAR MEETING	REPORTS DUE 12/22
-------------------------------	------------------------	--------------------------

Minutes

City Council Minutes of December 1st and December 15th

Consent Calendar

Approve add'l Contingency for Construction - Teichert Construction - Water Trans Main West, CIP 12-05
Approve add'l construction contingency authorization for Water Transmission Main West , CIP #12-05
Appointment and Re-appointment of B&C Members whose terms expired 12/31/2015
Fee Update – Spring Lake Infrastructure Financing Plan
Community Service Awards
Approve contract amendment with Carollo Engineer - WPFC Aeration Project, CIP#12-02

Regular Calendar

Water Utility – Web Portal Contract Award
Budget Amendment – Utility Rate-payer Assistance Program
Framework for Updating Master Tax-Sharing Agreement with Yolo County
YGRIP Update

JANUARY 19th	REGULAR MEETING	REPORTS DUE 1/5
--------------------------------	------------------------	------------------------

Community Services Department Quarterly Report
JPA Housing Agreement
Amendment to Fire Code regarding above ground storage tanks

FEBRUARY 2nd	REGULAR MEETING	REPORTS DUE 1/19
--------------------------------	------------------------	-------------------------

SRF Loan Approval – Recycled Water Project
Contract Award – Recycled Water Project
General Plan Study Session – TBD
Certificate of Appreciation - Park Path Upgrade
Digital Highway Signs
Downtown Hotels

FEBRUARY 16th	REGULAR MEETING	REPORTS DUE 2/2
---------------------------------	------------------------	------------------------

Mid-Year Budget Update

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

Update/Revision of Development Impact Fees
Zoning Ordinance Update – Medical Clinics (Referral)
Beamer/CR 102 Property – ENA

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study
General Plan Update -
 Affordable Housing
 Economic Development
 Public Safety



Legislation Text

1.

File #: 16-251, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Commission on Aging Meeting Minutes for October 15, 2015

Recommendation for Action: Staff recommends that the City Council receive the October 15, 2015 Commission on Aging Minutes that were approved on November 19, 2015.

Staff Contact

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

Conclusion

Staff recommends that the City Council receive the October 15, 2015 Commission on Aging Minutes that were approved on November 19, 2015.

Prepared by: Dallas Tringali, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

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

Paul Navazio, City Manager

Attachments: October 15, 2015 Commission on Aging Meeting Minutes



Commission on Aging

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

Regular Meeting Minutes

October 15, 2015

Call to Order

Meeting convened at 3:02 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Campbell presiding.

Roll Call

Commissioners Present: Campbell, Sanborn, Wheeler, Brown, Overholt

Absent

Staff: Tringali, Haynie

Pledge of Allegiance

Consent Item

September 10, 2015 Minutes

Commissioner Sanborn made the motion to accept the September 10, 2015 as written; Commissioner Brown seconded the motion. 5/0

Meeting Date Change

The COA meeting date was officially changed to the third Thursday. Vote: 5/0.

Communications-Commission/Staff Statements and Requests

Commissioner Brown asked that the Commissioner read the reports concerning the aging population. Commissioner Brown will forward the reports via email to the other Commissioners as she receives them. Commissioner Campbell stated that the annual Care Car Lighting Tour is scheduled for December 15, 16 and 17. Tringali will have the dates and information in the November and December Senior Gram. Commissioner Sanborn stated that St. Johns will be hosting Cyber Seniors on November 11, 2015, 2:30-4:30 p.m.

Regular Calendar

Speaker Series

With the different user groups providing speakers on the other subject the need for the COA Speaker Series has change. The Commission discussed changing the focus of the COA Speaker series to just the Important Documents series.

YCOA (Yolo Commission on Aging) Update-Brown

Commissioner Brown and St. Johns hosted Center for Successful Aging. Tringali stated that Public Health Nurse Lisa Musser, RN and Senior Link had invited Tringali to attend the next meeting. Tringali will report back to the Commission.

Handicap parking at front of WC&SC

Commissioner Campbell had asked to be on the panel for grants through the Planning Commission next year. Commissioner Campbell's goal is the installation of 15 additional Handicap parking slots at the front of the Woodland Community & Senior Center. Commissioner Campbell suggested that an additional handicap door be installed at the north entrance to the banquet room.



Commission on Aging

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

Report of the Staff

Senior Center Report

Tringali reviewed the Yolo County District Attorney Office Senior Resource & Crime Prevention Fair held at the Woodland Community & Senior Center. The event had 56 vendors with 191 participants. Pharmaceutical Take-Back Event is scheduled for Saturday October 17, 2015. An instructor has been found to teach seniors how to use their electronic devices. Appointments will be 30 minutes on Fridays between 12-3 p.m. starting in November. Woodland Hearing Aid Inc. will be here the second and fourth Tuesday of the month to perform free hearing tests for seniors. They can schedule an ear cleaning or an appointment with Dr. Marilyn Williams. Yolo County Public Health Nurse Lisa Musser, RN, will be offering a 6 week program on Chronic Disease Self-Management November 3-December 8, 2015 at 10 a.m. The Apartment List has been printed and posted online.

Facility Update

Dallas reported that the Solar Project at the Woodland Community & Senior Center is on schedule.

Public Comment

Business Items for Next Meeting

Speaker Series

Handicap parking

YCOA

Senior Center Report

Facilities update

Next Meeting Date November 19, 2015

Adjourn

Commissioner Sanborn made the motion to adjourn the meeting at 3:40 p.m., Commissioner Brown seconded the motion, and motion carried 5/0.

Respectfully submitted,

Cathy Haynie, Administrative Supervisor
Community Services Department

Legislation Text

2.

File #: 16-245, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Parks & Recreation Commission Meeting Minutes for October 26, 2015

Recommendation for Action: Staff recommends that the City Council receive the October 26 Parks & Recreation Commission Minutes that were approved on November 23, 2015.

Staff Contact

Kris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the October 26, 2015 Parks & Recreation Commission Minutes that were approved on November 23, 2015.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Attachment: October 26, 2015 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, October 26, 2015

Woodland Community & Senior Center-2001 East Street-Meeting Rooms 1&2

Call to Order

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:32 p.m. on Monday, October 26, 2015 at the Woodland Community & Senior Center.

Pledge of Allegiance

Roll Call

Commission Members Present:

- Chair Jesse Salinas
- Commissioner White-Snyder
- Vice Chair Jon-Paul Valcarenghi
- Commissioner Fernandez
- Commissioner Joe Romero
- Commissioner Stephanie Miller

Commission Member Absent: Commissioner Ruben Morales Jr.

Staff Present:

- CS Director Engel
- CS Manager Bain
- CS Recreation Supervisor Collier
- CS Administrative Supervisor Haynie

Public Comment (none)

Presentation (none)

Communication-Commission/Staff Statements and Requests

Commissioner White-Snyder attended the Woodland Recreation Foundation Bunco event that was attended by 75 participants. Commissioner Romero attended Movies on Main Street event and received great feedback from attendees. Commissioner White-Snyder attended the Wood Bat league's recognition of Jack Slaven. Commissioner Valcarenghi invited the Commission and the public to the Woodland Tree Foundation November 14, 2015 tree planting of 40-50 trees along Sports Park Drive, event starts at 8:30 a.m. Commissioner Miller voiced her concerns with the lights at City Park's tennis courts. Explaining that they are not environmentally friendly and the humming noise is distracting. Engel stated that Sander would report back on this at the next meeting. Commissioner Fernandez stated that the November Commit2Fit 30 day challenge kick-off event is scheduled for October 27, 2015, 5:30-7:30 p.m. at the Woodland Community & Senior Center. Commissioner

Fernandez attended the Woodland Tree Foundation tree planting at Campbell Park on October 17, 2015. Commissioner Fernandez noted that there was only one volleyball pole at the park and that the picnic tables had flacking paint that made the seat uncomfortable. Engel stated that Sanders would update the Commission on these matters at the next meeting.

Committee Reports

Commissioner Miller reported that she attended a meeting to discuss the proposed Community Services Youth Committee; Commissioner Miller has been reaching out to potential applicants. Commissioner Salinas asked that the Parks Master Plan be put on the November agenda for the Commission to review. Engel explained that staff is still reviewing the plan. But will see what can be included. Commissioner Romero stated that the Playground & Facilities Committee has not scheduled a meeting yet.

Work Plan

Commissioner Salinas noted that if a Commissioner met with WSC that Commissioner should also meet with DASA. Commissioner Salinas also voiced concern that non-residents that belong to youth groups may be benefitting from Measure J by have the non-resident fees waiver. Commissioner Romero would like to meet with Mr. Gerald to the discuss issue he brought up at the last Commission meeting. Engel explained that Mr. Gerald's concerns had been addressed through Robert Marin and staff before the October Commission meeting but that Mr. Gerald had not been aware of the additional fields made available to the WSC. Commissioner Salinas reported that he and Commissioner Romero met with Engel to discuss that budget, apologizing to Commissioner Miller that they did not include he in the meeting. Commissioner Salinas explained the new graph version of the budget to the Commission. Commissioners Valcarenghi and Miller stated that the graphs were easier to understand. Engel scheduled a meeting with the entire Budget Committee for October 28th at noon. Commissioner Fernandez met with Engel to discuss various items including the Volunteerism Committee goals. The Committee will be assisting with outreach for events that may need volunteers. Engel reported that the Community Service Department is the main hub to match volunteers with the different City departments that need volunteers. Staff is working on an annual report to City Council on the City's volunteer program.

Staff Reports

Community Services Report

Engel provided an update on the Community Services report. An update was provided on Spring Lake N3 Park, this 10 acre park will be built in phases with the first phase including playground areas, track, picnic shelters, play fields and restrooms. Engel said when the plans were at 50% the Playground & Facilities Committee will review the plans. Collier reported to the Commission on the progress of the Youth Advisory Committee & Academy. The program will run from October-May each year. Participants will have a budget and receive 100 hours of community service. The cap for the program is 12 for ages 14-21 but the program will begin with the 4 applicants Collier has received to date. Commissioner Fernandez asked how the sites were chosen for the Outdoor Adventures Programs. Collier explained that the sites chosen for the Outdoor Adventure Program were either environmental or educational with trained staff. Commissioner Fernandez asked if there were plans for lowering the price of the program. Collier explained that last year we competed with our selves between Teen Pack and Outdoor Adventure, with 39-40 participants in Teen Pack every week. The current plan is to offer one Outdoor Adventure to Yosemite for 5 days at the price of \$199 (actual cost for the trip is \$545) and Teen Pack

will not be offered that week. Commissioners discussed ways for additional scholarships for participants of the program. Volunteerism Committee will meet with Engel to discuss the different options and report back to the Commission. Collier also highlighted that participants began the program with parents driving the teens and ended the program with many taking public transit to get to the Community & Senior Center. This was just one example of personal growth opportunities offered by the program.

Action: Received

Parks Report

Commissioner had no questions on the Parks report.

Action: Received

Items for next meeting:

Subcommittee Reports

FY16 Work Plan Status

Commission Roster

Adopt Minutes October 26, 2015

Review and Update Committee Assignments

Community Services Report

Parks/Street/Tree Report

Next Meeting November 23, 2015

Adjourn 8:15 p.m.

Action: Romero/Miller Seconded to adjourn the meeting.

Motion carried by the following roll call vote:

Ayes: Valcarengi, White-Snyder, Fernandez, Romero, Miller

Noes: none

Legislation Text

3.

File #: 16-262, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Proclamation of Appreciation for Dr. Dennis Dwyer and Mr. Eric Paulsen

Recommendation for Action: Staff recommends that the City Council recognize Dr. Dennis Dwyer and Mr. Eric Paulsen with Proclamations of Appreciation for their willingness to assist with lifesaving efforts until Fire and AMR arrived on scene.

Staff Contact

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

Background

On November 4, 2015, Fire Engine 2 received a call from dispatch for a reported man down at the City of Woodland Community Center. They were advised that two bystanders were administering CPR and AED. When E-2 and AMR arrived approximately 4 minutes later, they found a male patient unresponsive and not breathing.

Dr. Dwyer is a friend of the patient, and when the patient collapsed, he and Mr. Paulsen immediately started CPR, called for the defib unit, and someone called 911. Fire personnel took over CPR, and AMR paramedics shocked the patient with their AED. Crews were successful in obtaining a pulse and respirations back on the patient. The patient was transported to UC Davis Medical Center. The patient was transferred from UC Davis Medical Center to Kaiser Hospital for further treatment. He is expected to make a full recovery.

Because of their swift determination to become involved and going “above and beyond” in assisting a person in distress, Dr. Dwyer and Mr. Paulsen were instrumental in saving the patient’s life. Their quick decision to provide medical assistance to the patient was extremely helpful to our Firefighters and AMR personnel in reviving the patient.

It is tremendously gratifying to know that we have people in our community like Dr. Dennis Dwyer and Mr. Eric Paulsen who have interest in the well-being and safety of their friends and neighbors, and they will respond without hesitation to someone in need.

Conclusion

Staff recommends that the City Council recognize Dr. Dennis Dwyer and Mr. Eric Paulsen with Proclamations of Appreciation for their willingness to assist someone in medical distress until Fire and AMR personnel arrived on scene.

Prepared by: Bonnie Sylva, Administrative Secretary

Reviewed by: Dan Bellini, Public Safety Chief

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

Attachments: Proclamations of Appreciation for Dr. Dennis Dwyer and Mr. Eric Paulsen

**CITY OF WOODLAND PROCLAMATION OF APPRECIATION
HONORING DR. DENNIS DWYER**

WHEREAS, On November 4, 2015, a gentleman collapsed while playing basketball at a City of Woodland recreation league; and

WHEREAS, Dr. Dennis Dwyer immediately began CPR, called for the defib unit, and had someone call 911; and

WHEREAS, Dr. Dwyer continued with CPR and AED on his friend until Fire and AMR personnel arrived to take over; and

WHEREAS, Dr. Dwyer responded quickly and without hesitation and is instrumental in reviving the patient, and is an outstanding and exemplary citizen of the City of Woodland.

NOW THEREFORE, be it resolved that the City Council of the City of Woodland does hereby recognize Dr. Dennis Dwyer as a distinguished citizen of the City of Woodland who displayed swift determination and responded quickly to assist someone in medical distress in Woodland, California on November 4, 2015.

PASSED AND ADOPTED this 15th day of December, 2015

Tom Stallard, Mayor

William Marble, Mayor Pro-Tem

Sean Denny, Council Member

Jim Hilliard, Council Member

Angel Barajas, Council Member

**CITY OF WOODLAND PROCLAMATION OF APPRECIATION
HONORING MR. ERIC PAULSEN**

WHEREAS, On November 4, 2015, a gentleman collapsed while playing basketball at a City of Woodland recreation league; and

WHEREAS, Mr. Eric Paulsen immediately began assisting with CPR and AED, and contacted 911; and

WHEREAS, Mr. Paulsen continued assisting with CPR and AED on the patient until Fire and AMR personnel arrived to take over; and

WHEREAS, Mr. Paulsen responded quickly and without hesitation and is instrumental in reviving the patient, and is an outstanding and exemplary citizen of the City of Woodland.

NOW THEREFORE, be it resolved that the City Council of the City of Woodland does hereby recognize Mr. Eric Paulsen as a distinguished citizen of the City of Woodland who displayed swift determination and responded quickly to assist someone in medical distress in Woodland, California on November 4, 2015.

PASSED AND ADOPTED this 15th day of December, 2015

Tom Stallard, Mayor

William Marble, Mayor Pro-Tem

Sean Denny, Council Member

Jim Hilliard, Council Member

Angel Barajas, Council Member

Legislation Text

4.

File #: 16-253, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Proclamation of Recognition for George Bierwirth, III for Service to the City of Woodland

Recommendation for Action: Staff recommends that the City Council adopt a proclamation in recognition of George Bierwirth, III for his many years of dedicated, unwavering service to the City of Woodland.

Staff Contact

Dan Bellini, Public Safety Chief - 661-7834, dan.bellini@cityofwoodland.org

Background

George Bierwirth, III began his career as a Patrol Officer with the Woodland Police Department on June 11, 1984. In January 1989, he was appointed to the rank of Corporal. He was promoted to Sergeant in October 1995, promoted to Lieutenant in February 2001, and promoted to Captain in November 2010. He has held assignments as Patrol and Investigations Corporal, Patrol Sergeant, Traffic Sergeant, Investigations and Patrol Lieutenant, and Captain overseeing the Patrol and Investigations Divisions of the Department.

George Bierwirth, III is a graduate of the Sherman Block Supervisory Leadership Institute and the West Point Leadership Program of the Los Angeles Police Department. In 2002, he graduated from the FBI National Academy in Quantico, Virginia. He graduated from the P.O.S.T. Law Enforcement Command College in 2007. Captain Bierwirth has his Basic, Intermediate, Advanced, Supervisory, and Management P.O.S.T. certificates.

George Bierwirth, III has served as a Field Training Officer, FTO Sergeant, and FTO Commander. He has been a Weaponless Defense Instructor and Impact Weapons instructor. He has also been the Team Commander of SWAT and the Commander of the department's distinguished Honor Guard. He is a veteran of the California Air National Guard, having honorably served from 1972-1978.

George Bierwirth, III will be retiring from the City of Woodland Police Department December 30, 2015.

Conclusion

Staff recommends the City Council recognize and honor George Bierwirth, III with a Proclamation of Recognition for the commitment and devoted service he has given to the Woodland Community and the Woodland Police Department for more than 31 years.

Prepared by: Bonnie Sylva, Administrative Secretary

Reviewed by: Dan Bellini, Public Safety Chief

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 of Appreciation honoring George Bierwirth, III

***PROCLAMATION IN RECOGNITION OF
CAPTAIN GEORGE BIERWIRTH, III
FOR SERVICE TO THE CITY OF WOODLAND***

- WHEREAS,** George Bierwirth is retiring from the Woodland Police Department after 31 years of service having performed with merit and dedication to duty, loyalty, and professional courtesy; and
- WHEREAS,** George Bierwirth was born in Bangor, Maine, and raised in Citrus Heights; graduated from San Juan High School; attended St. Mary's College in Moraga, California; and graduated from the Sacramento Police Academy; and
- WHEREAS,** George Bierwirth began his career as a Patrol Officer with the Woodland Police Department on June 11, 1984; and was subsequently promoted to Corporal (January 1989), Sergeant (October 1995), Lieutenant (February 2001) and, ultimately, Captain (November 2010); and has held assignments as Patrol and Investigations Corporal, Patrol Sergeant, Traffic Sergeant, Investigations and Patrol Lieutenant, and Captain overseeing the Patrol and Investigations Divisions of the Woodland Police Department; and
- WHEREAS,** George Bierwirth is a graduate of the Sherman Block Supervisory Leadership Institute and the West Point Leadership Program of the Los Angeles Police Department; he graduated in 2002 from the FBI National Academy in Quantico, Virginia; in 2007, he graduated from the P.O.S.T. Law Enforcement Command College; and he has his Basic, Intermediate, Advanced, Supervisory, and Management P.O.S.T. certificates; and
- WHEREAS,** George Bierwirth is a veteran of the California Air National Guard, having honorably served from 1972-1978; has served as a Field Training Officer, FTO Sergeant, and FTO Commander; and he has been a Weaponless Defense Instructor and Impact Weapons instructor; he has also been the Team Commander of SWAT and the Commander of the department's distinguished Honor Guard;
- NOW THEREFORE,** be it resolved that the City Council of the City of Woodland hereby adopts this Proclamation of Recognition honoring George Bierwirth, III for outstanding service to the City, the Woodland Police Department and the citizens of Woodland, and extends its appreciation and best wishes for a rewarding "next chapter."

PASSED AND ADOPTED this 15th day of December, 2015

Tom Stallard, Mayor

William Marble, Mayor Pro-Tem

Jim Hilliard, Council Member

Sean Denny, Council Member

Angel Barajas, Council Member

Legislation Text

5.

File #: 16-254, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Public Works Quarterly Status Report for the period of September through November 2015

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

Staff Contact

Johanna Currie - Senior Management Analyst - 530-661-5902
johanna.currie@cityofwoodland.org

Fiscal Impact

None - for information only.

Background

This quarterly status report covers the period of September 2015 through November 2015. The Report presents a summary of Service Requests and Works Orders completed, and also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion

Staff recommends that Council receive the Report and advise if they have any questions.

Prepared by: Johanna Currie
Senior Management Analyst

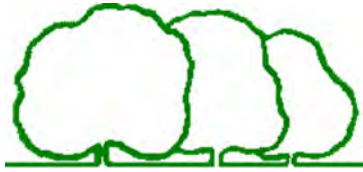
Reviewed by: Gregor G. Meyer
Public Works Director



File #: 16-254, Version: 1

Paul Navazio, City Manager

Attachment



Public Works Department
Quarterly Status Report
September through November 2015

For the Months of Sept thru Nov 2015		
Division	Service Requests	Work Orders
Administration	871	-
Electrical	71	111
Environmental Services	643	-
Facilities	106	156
Fleet	-	561
Parks	15	52
Pretreatment	-	152
Sewer	58	401
Signs & Markings	14	154
Storm Drain	11	49
Streets	69	172
Urban Forestry	89	163
WPCF	-	102
Water	739	430
Grand Total	2,686	2,503

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

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

Total for <u>Calendar</u> Year 2015 Through 11/30/15	
Service Requests 10,928	Work Orders 9,059

61 Working Days This Quarter = **44 Requests for Service per Day**

Environmental Services Division

The following were major projects this quarter:

- Solar project – Construction ongoing on all six solar arrays. First replacement tree planting completed on Sports Park Drive. Continuing discussions with Hanwha re: potential modification of PPA pricing.
- Solid waste – Discussions/planning sessions with Yolo County and Waste Management regarding handling of organics waste stream. Completed final attempts at contacting businesses to secure compliance with State and City Mandatory Commercial Recycling requirements. Held annual Pharmaceutical Take-Back event and fall compost workshop and oil filter exchange.
- Climate Action Plan – Presented CAP-related activities to Yolo Climate Compact. Coordinated with Woodland Step Up and Power Down on Energy Month kick-off and other events.

- Water conservation – Gave presentations to Chamber Water Committee and Freeman School students, and participated in Freeman School fundraiser. Issued RFP for web-based water-use portal and evaluated responses from 10 firms. Current list is at two finalists and staff and members of the WUAC will see the final presentations on 12/3. Worked with Finance monthly to notify customers with potential leaks. Planned rain barrel workshop and landscape of the month feature.
- Staffing – Trained new Water Conservation Coordinator.

Fleet & Facilities Division

- Facilities Services: In the previous Quarterly Report, it was mentioned that City Hall was in the process of having a security system installed. That project is now completed; now every City Hall employee will be issued an access badge. There are certain secured areas in CDD as well as the Finance section. The security system also limits access by the public to the main front and back doors to City Hall after business hours (doors will remain open for Council meetings and other public meetings). All other doors in City Hall will remain locked during business hours. Card reader devices are installed at the front and back main doors which will allow only staff with access cards into the facility after hours. Additionally, panic buttons have been placed around key areas around City Hall in case there is ever a threatening situation where staff members need to “buzz” the Police immediately.
- Fleet Services: Fleet Services achieved a 93.7% Fleet Availability rate this quarter! This is impressive considering we have had three holidays and two new mechanics on board. Fleet Services was able to clear a significant backlog of overdue preventative maintenance as well as California smog inspections. Much of Fleet's workload was also attributed towards the build-up of new vehicles, as well as Police Volunteers in Policing vehicles. We should see an even higher rise in our Fleet Availability rate now that these projects are completed.

Right of Way Division

- Electrical: School Signalized Crosswalk Upgrade – The original installation of the signalized crosswalk was part of the 2009 Safe Route to School Project. During this project a new type of in-pavement lighting system was used because of its ability to monitor the system through the internet.

This new technology was helpful for maintenance issues and changing operations of the intersection remotely. However, during the first year we had numerous failures with the in-pavement lighting portion of the system. During that time we had the manufacturer install the newest revision of lights; nevertheless, they continued to fail after a few months of usage.

The maintenance and engineering groups within the City continued to work with the manufacturer to remedy the problem. Unfortunately, the company was bought out and the new owners did not support the warranty of the product.

Realizing the importance of these crossings, Council approved the funding to replace the remaining crosswalks locations this fiscal year. This project should be complete by July 2016.

- Electrical: SCADA Terminal Server – The Electrical group is in the process of updating the SCADA servers to a new virtual platform. This project is needed to keep the systems reliable for operations and State and Federal reporting requirements. This project is roughly 30% complete.
- Electrical: Facility Panel Maintenance – The Facility Engineering Associates (FEA) recommended that facility electrical maintenance is performed every three years. This maintenance is needed to ensure that the electrical equipment is functioning normally and the breakers are not overheating.

Additionally, this maintenance will help mitigate the possibility of failures to circuitry and critical equipment. The Electrical group has completed maintenance on 3 out of 8 City facilities.

- Electrical: Main Distribution Panel Replacement at Brooks Pool – This equipment was installed during the original construction of the pool 40 plus years ago. Over the years it has sustained corrosion damage and severe rust. Moreover, without this vital piece of equipment, the pool will sustain significant downtime due to an unreliable power source.

This equipment is needed to promote the City's ability to provide the General Public with a safe and reliable swimming environment. This project is roughly 30% complete.

- Sign & Markings: Retro-Reflectivity Program - Traffic signs provide important information to drivers at all times, both day and night. To be effective, their visibility must be maintained and regulated. The California Manual on Manual Traffic Control Devices (CAMUTCD) mandates that agencies establish and implement a method to maintain minimum levels of sign retro-reflectivity.

To meet these standards, we are currently testing reflectivity of 50% of regulatory signs, 30% warning signs, and 20% of guide signs from each area of the City. This testing will provide the baseline for maintenance scheduling and budgetary needs. The project is roughly 30% complete.

- Sign & Markings: Overhead Sign Replacements - The Signs & Markings group is in the process of replacing 8 selected intersection overhead street name signs. This project is necessary due to the loss of reflectivity value of the designated sign areas.

Once this project is complete, the entire City's overhead sign inventory will meet the current CAMUTCD reflectivity standards. This project has been underway as of December 2013 and we have set a targeted completion date of mid-March 2016. We are roughly 30% complete with this portion of the project.

- Streets: 2016 Seal Project - In preparation for the 2016 seal project in Zones 1 and 2, the Street group has continued routine maintenance in these areas. To date, the Street group has crack-sealed 100% of Zone 1 and other locations that required base repair and additional skin paving, and is now ready for the seal project to move forward.

The Street Group is now working in Zone 2 with approximately 50% of the area being completed. The crew has also started skin paving and performing base repairs at various locations.

- Streets: Special Events – Over the last three months, the Street group has assisted Community Services with their downtown special events. Every month the Street group sets up different variations of traffic control downtown depending on the event location.

The events we have assisted with are the First Friday Art Walk, Food Truck Mania, and the Third Thursday Car Show; these events occur once a month. In addition to the monthly closures, we have assisted with other events such as the annual Turkey Trot and other small, one-time events.

Parks Division

- Urban Forestry: Maintenance
West Coast Arborists (WCA) has been awarded the 15/16 fiscal year tree maintenance contract. They will be finishing cyclical pruning in Area 13 and will be removing any hazardous trees that are deemed dangerous to the public.
- There have been a large number of tree limb failures in the last few months. This is due in part to the drought, excessive heat, and the fact that the trees are not receiving nearly as much water as they would in a normal year.

The lack of water makes already stressed trees brittle, thus anywhere there is a structural defect in these trees, the propensity for failure is increased. Unfortunately many of these defects aren't visible, making it difficult to predict when or if a limb will fail.

The Urban Forestry Group (UFG) is doing all they can do to address these failures and prevent any potential structural issues. This issue may be exacerbated this winter if we receive the "El Nino" that is forecasted.

In 2007 there were similar storms that moved through the area that kept the UFG crew busy with the cleanup for weeks. Hopefully, with the area pruning nearly on track to meet a seven year pruning cycle there will be fewer cleanups required than occurred in 2007.

- Urban Forestry: Planting Day on 11/14/15

Over 40 local community and AmeriCorps volunteers pitched in on Saturday, Nov. 14th, to plant 61 trees along Sports Park Drive as part of a tree planting event coordinated by City staff and the Woodland Tree Foundation.

The trees are replacements for many of those that were removed during the construction of the City's new solar arrays. The remainder of the solar project replacement trees will be planted over the next few months in the planned Legacy Tree Grove, as well as in the Dog Park at the Community and Senior Center.

The species planted on the 14th are a mix of showy and shade-producing species, evergreens and deciduous trees (e.g., Chinese Pistache, Scarlet Oak, Holly Oak, Frontier Elm, Zelkova Serrata, Magnolia Grandiflora and Deodar Cedar). The tree selection will beautify this streetscape, encourage its use as a biking and walking corridor, and expand and improve our community tree canopy. Several residents stopped by during the planting to express their appreciation for this effort.



- Urban Forestry: Tree Removals/Plantings

City staff has determined that the Heritage Oak tree (#21) is a potential hazard to the homeowner residing at 741 Pendegast Circle. Staff has watched the tree over the past two years and it has shown the same similar decline as tree (#22) that was removed due to an unknown herbicide that was placed on it. Staff is not sure of who applied the pesticide or why it was done.

The tree is now a hazard and will have to be removed. The home owner that resides at 741 Pendegast Circle has shown interest in replanting trees and is working with the City to mitigate the loss.

- Urban Forestry: Staffing

The Urban Forestry Group made an offer to Tyler Roach to fill our then vacant Tree Trimmer I/II position. His first day was on 9/14/15 and he is currently training on City pruning procedures and policy overview. Tyler was previously employed by the City of Roseville in their Open Spaces Department.

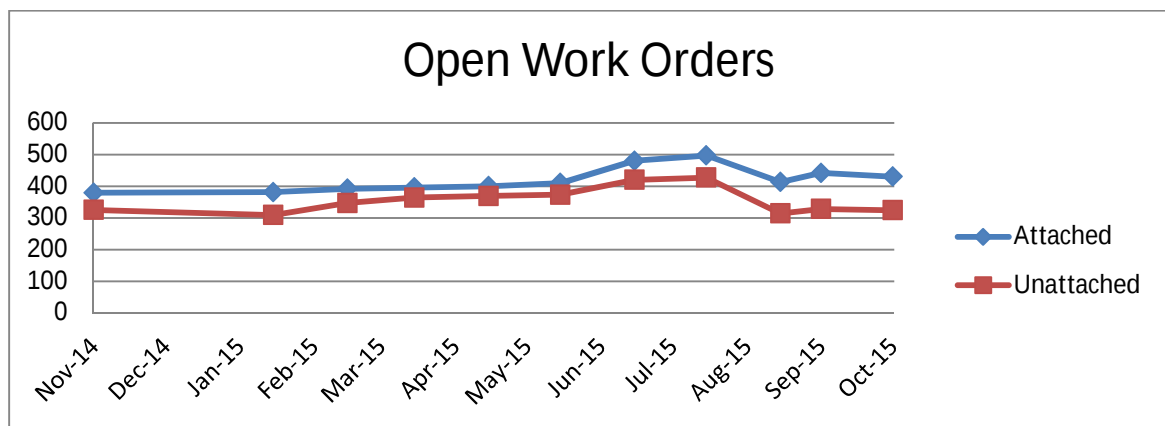
- Urban Forestry: Workload

Currently there are 430 attached and 324 unattached Work Orders that are open and waiting to be processed. This is a total of 754 pending tasks that are currently on the books waiting for staff time and equipment.

Attached Work Orders are tasks that are generated by the public (e.g., hazards, requests for pruning and removals, tree evaluations and plantings, etc.).

Unattached Work Orders are tasks that are internally created by Public Works staff (e.g., stump and tree removals, small tree care and insecticide treatments, etc.).

Below is a graph depicting the volume of Work Orders over the last 12 months.



- Parks: Workload – Unfortunately, we continue to experience a significant backlog of maintenance in our General Fund Parks (GFP) due to the fact that we only have one full-time employee responsible for maintenance at 18 parks. While we contract out our landscaping services, we are challenged in meeting ongoing safety inspections, equipment repairs, facility maintenance, and public service requests.

In addition, our deferred maintenance backlog for Park facilities continues to grow. The following is a partial list of tasks or projects that need to be addressed:

- Resurfacing of basketball courts and tennis courts
- Updating restrooms and picnic areas to meet ADA standards
- Replacing all barbecue pits that have rusted out.
- Continuous painting of all picnic stations and restroom facilities/shops.
- Continuous maintenance of 15 playgrounds.
- Continuous maintenance of fencing/gates at all Parks
- Changing all old wood picnic tables and benches to current standards (concrete or steel) to reduce yearly maintenance.

- Parks: Woodside

A generous donation of \$20k has been gifted to the Parks Department by the John and Eunice Davidson Fund. This donation was provided to repair and recondition

the decomposed granite walking path that encompasses the park. Remaining funds will be used for landscaping improvements around the pathway.

This isn't the first donation Davidson Fund has made for the betterment of our parks; past generous donations have helped with many other projects over the years.

- Parks: Camarena Restroom Replacement

This project went very well; the new restrooms are in place just in time for the new Fall Baseball season to begin. Thanks to all the City departments that helped it to be a success. Without the assistance of the Woodland Little League, this would have never been able to happen. Thanks to the Woodland Little League for all of their volunteerism and fundraising to bring this project to fruition.



Utilities - Sewer and Storm Division

The Collections Group, in conjunction with CDD, has been working on a variety of sewer rehabilitation projects throughout the City:

- Currently we are working on contracting out deep sewer repairs located in high traffic areas on Gibson Rd. at Norden Way, as well as on Matmor Ave. at Gum Ave. This project is tentatively set for spring.
- In conjunction with the “ back of walk “ water line project the Collections Department is also working with Community Development on a sewer lateral lining project to finish the remaining laterals that are within the future road paving boundaries set forth by CDD.
- The Kentucky trunk sewer lining project has been successfully completed and included just over 700 feet of liner located under I-5 near the Kentucky Ave. overpass, and at the intersection of N. Pioneer and Kentucky Ave.

Kentucky Avenue

Before



After



Utilities - Water Production and Distribution Division

- Wells

Well #16 is now tied into the newly installed transmission main. All tie-ins have been completed from the transmission main to our distribution system while Well #26 has been pumping around the clock into our transmission main without any problems.

Well #29 "ASR" (Ferns Park) project is currently in progress.

Crews have successfully installed and are currently injecting Zinc Orthophosphate at Wells #6 and #13. This process will "coat" the inside of our old cast iron piping, including our 2" back of walk piping in preparation of the new surface water plant coming on-line.

- Distribution Division

Over this last quarter, phase one of our 2" back of walk (BOW) project is nearly complete. Contractors are currently working on Beamer St. relocating our water lines around the sewer and storm manholes.

- Preventive Maintenance (PM)

Crews are working diligently on fire hydrant and valve maintenance. Our goal was set at 20% (or 500 fire hydrants & 1700 Valves) to be painted and exercised for 2015. We're currently @ 400 fire hydrants & 1528 valves.

- Line Flushing (PM)

In anticipation of our new water treatment plant coming on-line, and our current drought situation, crews were able to research a way to flush our distribution system with minimal water loss or waste. This was possible by hiring a company called ValveTek, which operates the NO-DES unit.

This system allowed us to flush approximately 35 miles of our water distribution system with minimal water loss and zero impact to our customers. Not only were we able to successfully flush our system, but we were also able to identify several broken valves or valves left in the closed position.

NO-DES was a very effective tool we were able to utilize which allowed us to flush portions of our system that tends to be challenging due to the amount of water and velocity that needed to be generated in order for the flushing to be effective.



- **Backflow/Cross Connection**

Management is currently working on a comprehensive Citywide backflow/cross connection program which has been mandated by the State of California as a method to protect our public drinking water system. The City of Woodland has already been put on notice from the State for non-compliance, which makes the implementation of this program an even a higher priority for the Department.

Staff is working on a new in-house implementation strategy to bring to a Council Sub-Committee for discussion.

Wastewater Operations Division

Laboratory and Pretreatment:

- On behalf of Wastewater Operations, prepared and submitted comments to the State Water Resources Control Board regarding proposed changes to the Environmental Laboratory Accreditation Program (ELAP).
- Collaborated with CVCWA (Central Valley Clean Water Association) and CWEA (Californian Water Environment Association) on group comments regarding proposed changes to ELAP.
- Prepared & submitted monthly & quarterly reports to the Regional Board in accordance with our NPDES (National Pollution Discharge Elimination System) Permit.
- Assisted with submission of annual reporting for Phase II Stormwater General Permit (MS4 Permit) (Municipal Separate Storm Sewer System Permit)
- In accordance with the requirements of the MS4 Permit, prepared a short survey dealing with stormwater pollution prevention and sent it to 230 Woodland

businesses which, based on their SIC (Standard Industrial Classification) codes, have the potential to impact stormwater quality. Survey results will be recorded and submitted to the Regional Board.

- Groundwater Monitoring for Q4 (4th Quarter) 2015 (Laboratory)
- Toxicity Testing for Q4 2015. Unfortunately, this quarter's sample indicated potential toxicity and so we have initiated accelerated monitoring in accordance with the requirements of our NPDES Permit.
- Local Limits Sampling for Q4 2015 (Pretreatment)
- Pretreatment staff recorded new radio spots for the Hometown Green program. The spots, which focused on our annual event for recycling oil & grease from turkey fryers, will air on KUIC radio (95.3 FM) throughout the Holiday season.

Water Pollution Control Facility:

- Bar Screens – The filters have been installed and work at low flows. Unfortunately, the filters do not perform as designed at higher flows. The design-build contractor is engaged and a “fix” has been proposed. Once the proposed solution has been accepted by the City, the modified screens will be installed and tested. Our expectation for installation is mid-to-late December.
- Aeration Project - The aeration project was put through initial testing and experienced a significant failure. The weir walls that segregate the aeration ditch into different treatment zones failed. The walls have been redesigned and reinstalled. We are currently waiting for a revamped testing and start-up procedure. Once received and approved by the City, operational testing will proceed. At this time, we do not have an expected test start date.

Prior to Failure



Post Failure



Legislation Text

6.

File #: 16-261, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Budget Appropriation Approval for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations to the Housing Assistance Grant Fund (324) and the HOME Grant Fund (323), re-program an existing appropriation for the Spring Lake Offsite Affordable Housing Fund (321), and authorize staff to amend the budget as necessary: (1) \$73,412 in BEGIN Program Income for a total appropriation of \$73,412 to Fund 324, (2) \$417,465 in HOME Program Income for a total appropriation of \$417,465 to Fund 323, and (3) \$77,500 in re-programming from a previous Spring Lake Offsite Affordable Housing Fund appropriation for a total re-programming of \$77,500 to Fund 321 to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

Staff Contact

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

Fiscal Impact

There is no impact to the General Fund. The expenditures for the loans and housing consultant costs are covered by repaid BEGIN and HOME housing loans (program income) and Spring Lake Offsite Affordable Housing Fees.

Background

The City has received a number of BEGIN, and HOME grants since the 1990s to fund first time homebuyer assistance and affordable housing project loans. In addition, the City collects a \$1,100 Spring Lake Offsite Affordable Housing Fee for the construction of each market-rate unit in Spring Lake. Although the City does not have a current housing grant, the repayment of approximately \$490,000 in housing loans during Fiscal Year 2015 (BEGIN and HOME funds) and the collection of \$100,000+ in Spring Lake Offsite Affordable Housing Fees during Fiscal Year 2015 has enabled the City to re-start its first time homebuyer loan assistance program.

The first time homebuyer loan assistance program provides second loans (gap funding assistance) for households earning no more than 80% of the countywide median household income, adjusted for household size. Repayment of each loan is deferred for up to 30 years or upon resale, whichever occurs first. The City charges interest at the rate of 3% simple and begins to forgive accrued interest after 21 years of home

ownership. There is an owner-occupancy requirement and the City annually monitors this as well as proof of homeowner insurance.

This year the City executed a professional services agreement with NeighborWorks of Sacramento in the not to exceed amount of \$30,000 to provide first time homebuyer down payment and mortgage assistance program services. NeighborWorks has completed the income determinations, loan underwriting, and preparation of loan documents for the City's first time homebuyer loan assistance program since 2008. BEGIN and HOME program income funds will cover the cost of NeighborWorks' services. Approximately \$2,500 in Spring Lake Offsite Affordable Housing Fees will be used for this purpose as well. NeighborWorks is working with a family who is expected to complete a home purchase with City first time homebuyer loan assistance this month. In addition, City staff is working with an additional thirteen families who are interested in receiving City loan assistance.

Discussion

Existing financial sources (BEGIN program income, HOME program income, and Spring Lake Offsite Affordable Housing Fees) are being used to fund the first time homebuyer loan assistance and the City's housing consultant costs. On October 20, 2015 the City Council adopted Resolution No. 6547 which included an appropriation of \$163,250 from the Spring Lake Offsite Affordable Housing Fund to cover a second long-term loan for the Mutual Housing at Spring Lake project. However, last month, Mutual Housing notified the City that the second loan is no longer needed since Mutual had over-estimated the interest it would incur from its project construction loan. As a result, staff is recommending that a portion (\$77,500) of the earlier appropriation be re-programmed for the first time homebuyer program.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations to the Housing Assistance Grant Fund (324) and the HOME Grant Fund (323), re-program an existing appropriation for the Spring Lake Offsite Affordable Housing Fund (321), and authorize staff to amend the budget as necessary: (1) \$73,412 in BEGIN Program Income for a total appropriation of \$73,412 to Fund 324, (2) \$417,465 in HOME Program Income for a total appropriation of \$417,465 to Fund 323, and (3) \$77,500 in re-programming from a previous Spring Lake Offsite Affordable Housing Fund appropriation for a total re-programming of \$77,500 to Fund 321 to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

Public Contact

Posting of the City Council agenda.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD 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

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING APPROPRIATIONS FOR THE CITY'S FIRST TIME HOMEBUYER
LOAN ASSISTANCE PROGRAM**

WHEREAS, the City has provided first time homebuyer loan assistance for families that do not earn more than 80% of the countywide median household income, adjusted for household size, since approximately 2002; and

WHEREAS, the repayment of BEGIN, and HOME housing loans during Fiscal Year 2014/15 and the payment of affordable housing fees to the Spring Lake Affordable Housing Fund during Fiscal Year 2014/15 have provided the City with the necessary financial resources to restart its first time homebuyer loan assistance program.

NOW THEREFORE BE IT RESOLVED, that the City of Woodland approves the following appropriations to the Housing Assistance Grant Fund (324) and the HOME Grant Fund (323) and re-programs a previous Spring Lake Offsite Affordable Housing Fund (321) appropriation: (1) \$73,412 in BEGIN Program Income for a total appropriation of \$73,412 to Fund 324, (2) \$417,465 in HOME Program Income for a total appropriation of \$417,465 to Fund 323, and (3) \$77,500 in re-programming from a previous Spring Lake Offsite Affordable Housing Fund appropriation for a total re-programming of \$77,500 to Fund 321 to cover estimated expenditures for first time homebuyer loans and housing consultant costs during Fiscal Year 2015/16.

BE IT FURTHER RESOLVED, the City of Woodland authorizes staff to amend the budget as necessary.

PASSED AND ADOPTED this 15th day of December 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

Legislation Text

7.

File #: 16-268, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Spring Lake Park N-1 - Purchase and Sales Agreement and Parks Master Plan

Recommendation for Action: Staff recommends that the City Council take action on this item, as follows:

1. Approve Resolution No. _____, authorizing the City Manager to execute the attached Purchase and Sales Agreement with Optimistic Partners, LLC for the acquisition of approximately 7.55 acres to allow the City to proceed with development of Spring Lake Park N-3; and
2. Review and approve the attached proposed Master Plan for Spring Lake Park N-1.

Report in Brief

The original Spring Lake Specific Plan included three 8-acre neighborhood parks with an adjoining 2-acre neighborhood commercial site. These were to serve as focal points of the three subareas within Plan with the Village Center consisting of a larger 5-acre commercial center and 4-acre central park. Due to concerns of economic viability of the smaller 2-acre neighborhood commercial sites, property owners of two of these sites have submitted request for rezoning of these sites to residential. Earlier this year the City Council approved the redesignation of the 2-acre neighborhood site in the Cal West subdivision to single family residential (R-8) with a requirement that the owners enter into a purchase and sales agreement for the N-1 park site.

Follow approval of the rezone, the City initiated an appraisal of the park site and engaged Callander Associates Landscape Architecture firm to assist in preparing a master plan for the park. As part of this process the City solicited feedback from the neighborhood that was used to help inform the final recommendation on park size and design as reflected in the proposed Park Master Plan.

The terms for purchase and sales agreement have been informed by the appraisal and negotiated concurrently with the terms for the recently approved purchase agreement for the N-3 park. The City's two primary objectives with both the N-3 and N-1 park agreements has been to establish certainty with the park development costs in Spring Lake so the fees can be set accordingly and to see construction of park improvements occur sooner than currently projected. Both agreements are contingent on approval of an update to the Park SLIF fee to be considered by the Council in January. Lennar Homes recently purchased the Cal West subdivision and is preparing for construction of the first phase of the project in 2016. Approval of the Purchase and Sales Agreement and the Park Master Plan for N-1 will allow the project to move forward and the initial park improvements to be completed with this initial construction of the neighborhood.

Fiscal Impact

There is no impact to the General Fund. Costs incurred by the city for negotiating the purchase agreement and preparing the Park Master Plan have been paid for by the property owner or paid for out of the Spring Lake

Park SLIF fund.

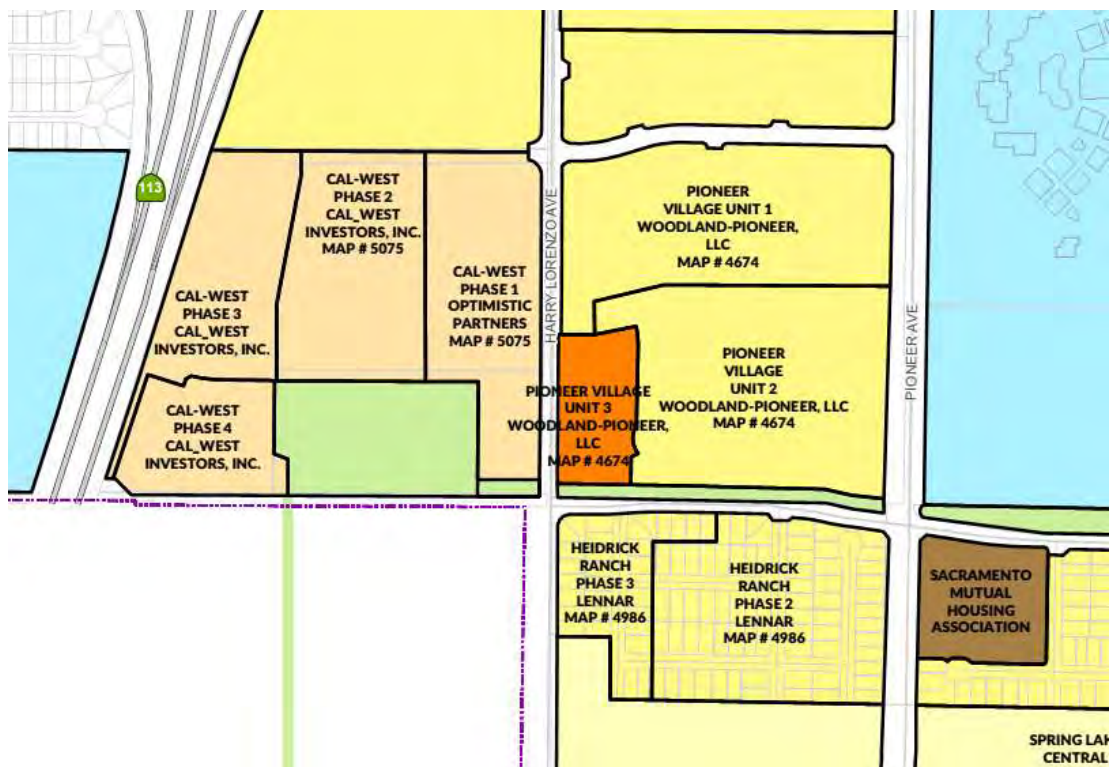
The \$2,350,800 purchase price for the 7.55 acre N-1 park was based on the fair market appraisal conducted by the city's appraiser. Under the terms of the purchase and sales agreement the sellers agree to carry the note for the park with at 3% initial annual interest rate and a 30 year maturity. The agreement also provides for the sellers to contribute up to \$500,000 towards improvement of the initial 2-acres of the park under a non-interest bearing loan.

The purchase price and improvement costs for the park will be covered by fees paid for by the developer/home builders within Spring Lake as outlined in the reimbursement agreement. The city has initiated an update to these fees to reflect the purchase terms for all the park land within Spring Lake now that they have been established. The purchase agreement and close of escrow for the park property is subject to approval of the updated Spring Lake Park SLIF fees.

If approved, the City's capital budget will be updated to incorporate the purchase payments of Park N1 as outlined in the agreement. Upon close of escrow for the park property the maintenance costs of the initial 2 acres as well as the 6 unimproved acres will be incorporated into the Spring Lake LLAD.

Background

Park "N-1" consists of 7.55 acres, and is located approximately 130 feet west of the intersection of Harry Lorenzo Avenue and Farmer's Central Road. The 225 lot, residential single family "Cal West" subdivision surrounds the park to the north, east and west. The Spring Lake Greenbelt paralleling the Farmer's Central Ditch adjoins the park site along the south boundary of the park.



On February 3, 2015, the City Council approved a General Plan and Spring Lake Specific Plan amendment to

rezone the adjoining 2-acre Neighborhood Commercial site and 5.89 acre R-15 residential site to R-8, Residential Single Family.

An amendment to the Development Agreement for the Cal West project was approved with these amendments that required the developer to enter into a purchase and sales agreement for the Park N-1 property prior to first final map for the residential lots established by the rezone of the commercial property. Additionally, the Development Agreement amendment obligated the developer to fund \$15,000 for the development of a master plan for the park as well as construct the initial 2-acres of the park. The contribution to these initial park improvements was limited to \$450,000 and was subject to reimbursement with Park SLIF fees.

Purchase and Sales Agreement

This past spring the City completed an appraisal of the park property. The appraisal determined that the fair market value for the park site was \$317,988 per acre based on the highest and best use of R-8 residential development.

The negotiations between the city and the land owners for sale of the park site have been conducted with the shared objective of establishing the park acquisition costs and advancing the timing of construction of the Spring Lake park improvements sooner than currently projected. To achieve this, similar to the purchase terms for park N-3, the owners have agreed to finance the purchase of the property to allow for the Park SLIF fees to be prioritized toward construction of the initial phases of both N-3 and N-1 ahead of the land acquisition costs.

The Development Agreement amendment approved for the Cal West project with the neighborhood commercial rezone stipulated that the developer was to improve the initial 2-acres of the N-1 Park Site with an improvement value not to exceed \$450,000. Due to legal and liability concerns the city and sellers agreed to have the City design and construct these improvements and have the sellers provide payment to the city for these costs up to \$500,000.

This funding will be paid by the sellers at close of escrow. An amendment to the Cal West Development Agreement will need to be processed during the escrow period to reflect this change. A draft of this amendment is incorporated into the agreement as Exhibit B.

The key terms of the purchase and sales agreement are summarized below and have been more fully incorporated into the Purchase and Sales Agreement attached to this report and recommended for City Council approval:

- Price: \$2,350,800
- Down Payment: No down payment required
- Maturity Date: 2045 (no prepayment penalty)
- Interest Rate: 3% per annum (4.5% after 2035 on any remaining unpaid principal)
- Minimum Annual Payment: Interest only payments annually
- Reimbursement agreement that stipulates timing and sequence of payment for purchase price for both N-3 and N-1 that prioritizes payment of remaining bond debt for Sports Park, construction of N-3 Park phase 1, then reimbursement for N-1 2-acre improvements.

In addition to the purchase terms, the agreement is subject to the following conditions:

- 90 day due diligence
- Approval of adjustment(s) of the Spring Lake Park SLIF Fee
- Seller to pre-fund up to \$500,000 toward the improvement costs for initial 2-acres of park

improvements.

- Approval of an amendment to the Development Agreement for Cal West to reflect the terms of the purchase and sales agreement.

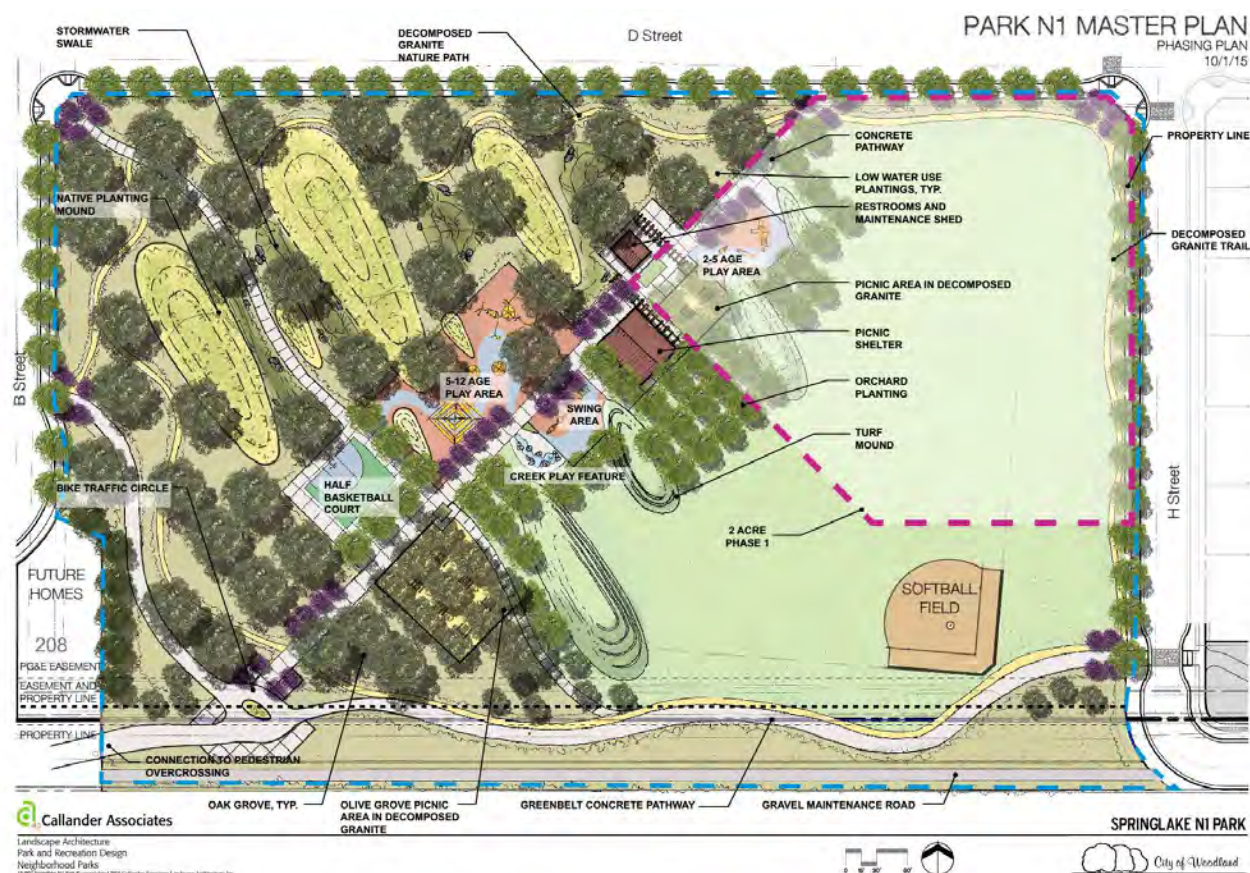
Spring Lake Park N-1 Master Plan

The City engaged Callander Associates Landscape Architecture firm to assist in preparing the master plan for the park. The City held a public workshop on June 25th to present options and solicit comments on several conceptual master plan options. Based on input received from the Spring Lake residents at the workshop, a final draft master plan was prepared.

The proposed Park N-1 Master Plan is attached for Council review and approval. (See Park N-1 Master Plan, Attachment 3). The Master Plan has been substantially shaped by input received from the neighborhood throughout the process. Summaries of input received at the two workshops can be found in on the City's website at http://www.cityofwoodland.org/gov/depts/cd/city_projects/springlake_n3_parks_project_.asp

Key design elements and amenities in proposed Master Plan include:

- 8-acre ultimate Park Size (2 acres of initial improvements)
- Multi-use turf area to accommodate (1) U8 youth soccer field / (1) Softball field
- Half Basketball or Bank Shot court
- Play areas for 2-5 and 5-12 aged children and a swing area
- Creek play feature
- Group picnic shelter and restroom
- Olive Grove picnic area
- Paved and D.G. paths with connections to adjoining greenbelt network
- benches, pathway lighting, drinking fountain
- Native/Low water use landscaping



Parks and Recreation Commission Review

The Parks and Recreation Commission met on July 27th to review the proposed draft Master Plan. While there was not a quorum of Commissioner's present to provide formal recommendation, public testimony received at the meeting and comments from the Commission substantially supported the proposed Master Plan.

Construction of the initial 2-acres will occur with the build out of the Cal West neighborhood. Phase 1 improvements will include turf, irrigation, and tot lot play area. The balance of the Park N-1 improvements will be subject to the timing of build out of remaining residential units in Spring Lake.

Recommendation

Staff recommends that the City Council take action on this item, as follows.

1. Approve Resolution No. _____, authorizing the City Manager to execute the attached Purchase and Sales Agreement with Optimistic Partners, LLC for the acquisition of approximately 7.55 acres to allow the City to proceed with development of Spring Lake Park N-1; and
2. Review and approve the attached proposed Master Plan for Spring Lake Park N-1.

Prepared by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachments:

1. Resolution
2. Purchase and Sales Agreement for Acquisition of Spring Lake Park N-1
3. Resolution approving Spring Lake Park N-1 Master Plan

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
PURCHASE AND SALE AGREEMENT BETWEEN
OPTIMISTIC PARTNERS AND THE CITY OF WOODLAND**

WHEREAS, Optimistic Partners owns approximately eight acres of real property in the City of Woodland, in the Spring Lake Specific Plan Area, which combined with an additional approximately three acres is identified as Assessor's Parcel Number 041-070-055-000, located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue (the "**Property**"); and

WHEREAS, Optimistic Partners and Cal West plan to develop certain real property referred to as the "Cal West" project, and the City Council approved a tentative subdivision map for this project, which includes approximately 45 acres of residential development as well as land for park and neighborhood commercial sites; and

WHEREAS, the City Council previously amended the Spring Lake Specific Plan to reconfigure the neighborhood park site away from the intersection of Harry Lorenzo Avenue and Farmer's Central Road and to convert the two-acre neighborhood commercial site to R-8 single family residential; and

WHEREAS, the City desires to purchase the Property from Optimistic Partners for the purpose of building a neighborhood park, referred to as the "N1" park in the Spring Lake Specific Plan Area; and

WHEREAS, the City and Optimistic Partners have agreed to a purchase price of Two Million Three Hundred Fifty Thousand Eight Hundred Dollars (\$2,350,800.00) for the Property and that City shall make payments to Optimistic Partners pursuant to a promissory note executed by the City for the debt owed solely out of Spring Lake Infrastructure Fee Park Fees; and

WHEREAS, the City has also entered into an agreement with Turn of the Century for the purchase and sale of real property that will be used for a City neighborhood park referred to as the "N3Park"; and

WHEREAS, the City, Turn of the Century, and Optimistic Partners have reached an agreement regarding the payment of the purchase prices for the two park properties and have agreed to enter into a reimbursement agreement, which is an attachment to the purchase and sale agreement between the City and Optimistic Partners; and

WHEREAS, Optimistic Partners also has agreed to contribute an amount not to exceed Five Hundred Thousand Dollars (\$500,000) for park improvements rather than building the park improvements itself, as was originally contemplated by certain provisions of the Development Agreement for the Cal West project, and the City and Optimistic Partners are currently in the process of amending the Development Agreement to provide for this change.

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

1. The Purchase and Sale Agreement for the City's purchase of the Property between the City of Woodland and Optimistic Partners is hereby approved but shall only be executed and in full force and effect upon (a) the execution of the purchase and sale agreement between the City of Woodland and Turn of the Century for the purchase and sale of the real property that shall be used by the City for the N3 Park and (b) the effective date of the Third Amendment to the Development Agreement between the City, Cal West, and Optimistic Partners providing that Optimistic Partners shall make a monetary contribution to the City for the park improvement construction rather than construct the improvements.

2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement, attached to this Resolution as **Attachment A**, and may, in consultation with the City Attorney, make minor modifications to the Purchase and Sale Agreement provided that neither the negotiated purchase price nor the reimbursement provisions do not change.

PASSED AND ADOPTED by the City Council of the City of Woodland on this 15th day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

Tom Stallard, Mayor

Attest

Ana B. Gonzalez
City Clerk

Approved as to form:

Kara K. Ueda, City Attorney

**AGREEMENT FOR THE
PURCHASE AND SALE OF REAL PROPERTY**

This Agreement for the Purchase and Sale of Real Property (hereafter the **“Agreement”**) is entered into as of the _____ day of _____, 2015, between OPTIMISTIC PARTNERS, LLC, a California limited liability company as seller (**“OP”**) and the CITY OF WOODLAND, a municipal corporation of the State of California as buyer (**“City”**). Unless otherwise noted in this Agreement, the term “party” refers to either OP or City, and the term “parties” refers to both OP and City.

RECITALS

A. OP is the record owner of approximately 7.55 acres of certain real property located in the Spring Lake Specific Plan area of the City of Woodland, in the County of Yolo, State of California, more particularly described in, and generally shown on **Exhibit “A,”** attached hereto (the **“Property”**), which combined with an additional approximately 3.25 acres is identified by the Yolo County Assessor’s Office as Assessor’s Parcel Number 041-070-055-000, located at the northwest corner of Farmer’s Central Road and Harry Lorenzo Avenue (the **“Project Property”**). OP desires (i) to contribute certain amounts toward the City’s making of certain park improvements to the Property, and (ii) to then convey the Property to City for purposes of City’s use as a neighborhood park, referred to as the N1 Park, pursuant to the terms and conditions set forth herein.

B. The City, OP, and Cal West entered into an Amended and Restated Development Agreement (**“Development Agreement”**) on or around September 3, 2013, for the purpose of specifying terms and conditions for the development of a certain project, as described in the Development Agreement and referred to as the “Cal West” project. The City Council on or around September 13, 2013 also approved Tentative Subdivision Map #4991 for the Project Property, which includes approximately 45 acres of residential development as well as land for park and neighborhood commercial sites.

C. On February 3, 2015, the City Council held a public hearing and amended the Spring Lake Specific Plan to reconfigure the neighborhood park site away from the intersection of Harry Lorenzo Avenue and Farmer’s Central Road and to convert the two-acre neighborhood commercial site to R-8 single family residential. The City Council on that date also introduced and waived the first reading for the ordinance approving the First Amendment to the Development Agreement. On April 7, 2015, the City Council approved the ordinance approving the First Amendment to the Development Agreement.

D. The City Council subsequently further amended the Development Agreement on or around May 19, 2015, to rezone approximately 8 acres of the Project Property and to provide for new conditions of approval. The Development Agreement, and the two amendments thereto, are for Tentative Subdivision Map #4991, which includes land designated for use as an approximate eight-acre park.

E. Section 4.11 of the First Amendment to the Development Agreement sets forth the various obligations of OP and Cal West and their obligations to transfer a park, referred to as the N1 Park, to City. Section 4.11 of the First Amendment to the Development Agreement committed OP and Cal West to provide City with Fifteen Thousand Dollars (\$15,000.00) for the creation of a Park Improvement Master Plan, which defines the design of the N1 park improvements with enough detail to determine the location of the permanent play structure within the first two acres to be built and other anticipated park improvements. OP and Cal West have satisfied this obligation prior to the date of this Agreement.

F. Section 4.11 of the First Amendment to the Development Agreement also presently requires OP and Cal West to construct certain park improvements (the “**Park Improvements**”), which are specified in the Park Improvement Master Plan, for two acres of the Property including at a minimum irrigation and turf and installation of a play structure.

G. City and OP desire to enter into a Third Amendment to Development Agreement (“**Third Amendment to DA**”) which shall be, subject to approval by the City Council, in substantially the form of **Exhibit “B”** attached hereto and shall provide that in lieu of constructing the Park Improvements, OP shall contribute an amount (“**Park Improvement Contribution**”) more particularly defined and described in Section 2 below.

H. The purpose of this Agreement is to provide for the terms and conditions with regard to the advancement and reimbursement of the Park Improvement Contribution and the acquisition of the Property by City.

I. City desires to purchase the Property from OP and to use the Property for a neighborhood park, in accordance with the terms of this Agreement and consistent with all terms of the Development Agreement and the First and Second Amendments thereto and the Third Amendment to DA, provided that all conditions specified in this Agreement have been satisfied. The neighborhood park shall be constructed in a manner consistent with this Agreement and the Spring Lake Specific Plan, which provides that neighborhood parks are a core public feature for Spring Lake neighborhoods and are intended for active recreational activities and facilities, such as field and court games, playground apparatus, picnic tables, and open play areas.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. Contribution by OP of Park Improvement Contribution.

a. Contribution by OP. On or before ten (10) days after the later of (i) the approval of the Third Amendment to DA by the City Council, with all appeals periods having expired without any such appeal pending, and (ii) the expiration of the Due Diligence Period (as hereinafter defined), OP shall disburse to the City an amount not greater than Five Hundred

Thousand and No/100ths Dollars (\$500,000) (comprised of a completed cost of not more than \$450,000 for the Park Improvements, and an amount of not more than \$50,000 for contingencies and corrections of plan errors/omissions), plus Construction Cost Index adjustments during the period from January 1, 2016 until the date of disbursement of such funds by OP (all of such foregoing amounts being collectively referred to herein as, the “**OP Cost Cap**”). The Park Improvement Contribution shall be maintained by City in a segregated account that shall not be commingled with funds to be utilized for any purpose other than the design and construction of the Park Improvements.

b. Limitation of Costs to be Incurred by OP. In no event shall OP be required to incur any cost greater than the OP Cost Cap in fulfilling its obligations of this Section 2 relating to the Park Improvement Contribution.

c. Reimbursement to OP for Park Improvement Contribution. City shall reimburse OP for OP’s payment of the actual amount of the Park Improvement Contribution in accordance with the Reimbursement Agreement. City shall reimburse OP solely out of SLIF park fees and shall have no obligation to use City general fund or other SLIF or special or enterprise funds for such reimbursement.

d. Limitations on Costs to be Incurred by the City. The City shall use its best efforts to construct the Park Improvements for an amount not greater than the OP Cost Cap. To the extent that the actual costs of the Park Improvements exceed the OP Cost Cap by reason of circumstances which could not be reasonably foreseen by the City or its contractors or by reason of an error or omission in the plans for the Park Improvements then City shall not be prohibited from utilizing additional SLIF Park Fees to the least extent possible to complete construction of the Park Improvements irrespective of the cost thereof exceeding the OP Cost Cap. Any amounts of the Park Improvement Contribution contributed by OP that are not utilized by the City directly for the design or construction of the Park Improvements, shall be immediately returned by City to OP upon City Council acceptance of the improvements and shall not become subject to the Reimbursement Agreement.

e. Timing for Construction of Park Improvements. Subject only to force majeure delays which are outside of the reasonable control of the City and its contractors (e.g. acts of God, strikes or unavailability of materials or labor), the City agrees to use its best efforts to begin construction of the N1 park improvements on or before November 1, 2016, subject to Lennar’s substantial completion of the Cal West Phase 1 subdivision improvements.

f. Survival. The provisions of this Section 2 shall not survive any duly exercised termination of this Agreement prior to the Close of Escrow, but shall survive the Close of Escrow and the recordation of the Grant Deed.

3. No Liability to OP for Park Improvements. OP shall bear no liability or responsibility to City or any third party relating to the design or construction of the Park Improvements. City waives its right to recover from OP and the partners, members, directors, officers, employees and agents of OP, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys’ fees and costs) and claims therefor, whether direct or indirect,

known or unknown, foreseen or unforeseen, which may arise on account of or in any way bearing out of or connected with the design or the physical condition of the Park Improvements or any law or regulation applicable thereto. City agrees to indemnify, protect, hold harmless and defend OP, and the partners, members, directors, officers, employees and agents of OP from any and all damages, claims, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) which may be alleged or claimed against OP, its members, partners, directors, officers, employees and agents in any way growing out of or connected with the design or physical condition of the Park Improvements, or the violation or alleged violation of any law or regulation applicable thereto. City acknowledges that OP shall bear no responsibility or liability relating to the design or construction of any of the Park Improvements. The provisions of this Section 3 shall survive the Close of Escrow and the recordation of the grant deed for the Property.

4. Purchase and Sale of Property.

a. Property Acquisition. City agrees to acquire the Property from OP provided that OP has complied with all provisions and requirements of this Agreement.

b. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be TWO MILLION THREE HUNDRED FIFTY THOUSAND EIGHT HUNDRED DOLLARS (\$2,350,800.00). The Purchase Price is based on an appraisal prepared by Garland & Associates, dated March 11, 2015, as well as other consideration, as provided for in this Agreement.

c. Transfer of Ownership. OP shall transfer ownership of the Property to City provided all conditions in this Agreement have been satisfied. OP shall transfer ownership of the Property by Grant Deed (in the form attached hereto as **Exhibit "D"**). Upon the transfer of ownership of the Property, City shall be responsible for maintenance of the Property.

d. Possession. OP shall be entitled to legal possession of the Property at all times during the term of this Agreement until Close of Escrow. Upon Close of Escrow, possession of the Property shall transfer to City from OP.

5. Payment of Purchase Price and Promissory Note Terms. City shall, upon the Close of Escrow, execute and deliver to OP a promissory note in the original amount of the Purchase Price and in the form attached hereto as **Exhibit "E"** ("**Note**"). Payments under the Note shall be made to OP in lawful tender via cashier's check or electronic wire transfer. The terms of the Note shall include initial interest at the rate of Three Percent (3.00%) per annum, with said interest accrual to be deemed to have commenced as of July 31, 2015. The sole source of funds for payment by City to OP for the Property shall be from SLIF Park Fees in accordance with and subject to the requirements of Reimbursement Agreement set forth in **Exhibit "F"** attached hereto ("**Reimbursement Agreement**"), which Reimbursement Agreement shall be signed by each of City and OP and delivered to the other at the Close of Escrow. OP shall not require a deposit of funds prior to the conveyance of the Property. The Note shall be secured by a Deed of Trust in the form of **Exhibit "G"** ("**Deed of Trust**") attached hereto, which shall be recorded as a first priority deed of trust against the Property upon the Close of Escrow.

6. Due Diligence.

a. From the Effective Date (as hereinafter defined) of this Agreement and ending ninety (90) days later or on such earlier date as City may designate (the “**Due Diligence Period**”), City shall have an opportunity to conduct non-invasive and non-destructive inspections, investigations, tests, and studies with respect to the Property, which tests, studies, and investigations are related to the use of the Property for park purposes. City shall solely bear the cost of any such inspections, tests, and/or studies.

b. In connection with the matters described in subsection 6 a. above, City and City’s employees, agents, contractors, subcontractors, and consultants (collectively “**City’s Representatives**”) shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon written notice to OP at least one (1) business day prior to entry, to perform such inspections, investigations, tests, and studies. Following any such tests or inspections, City covenants to promptly return any portions of the Property damaged or altered by City during such tests or inspections to substantially the same conditions that existed prior to such test or inspection.

c. City shall indemnify, defend (with counsel reasonably satisfactory to OP), and hold harmless OP and its respective officers, directors, principals, employees, agents, successors, and assigns, from all claims, actions, demands, damages, and any and all liabilities of any kind or nature arising from City’s or City’s Representatives’ entry upon or investigation of the Property and from any and all claims arising after the Close of Escrow. City’s obligations hereunder shall survive the termination of this Agreement or the Close of Escrow.

d. Except as set forth in subsection 6 c above and except for any act or omission of City or City’s Representatives, OP shall indemnify, defend, and hold harmless City and its employees, officials, officers, and agents from any liabilities and claims arising out of OP’s ownership of the Property prior to the Close of Escrow (as defined in subsection 7. a). The provisions of this subsection 6 d shall not survive any termination of this Agreement nor the Close of Escrow but is instead intended to only be applicable to periods from and after the Effective Date and until the earlier of the termination of this Agreement or the Close of Escrow.

e. During the period until five (5) days prior to expiration of the Due Diligence Period, City may deliver written notice of its disapproval of any aspect of the Property to OP, which shall be in City’s sole and absolute discretion. If City timely delivers such notice of disapproval of any aspect of the Property, City and OP shall have until the expiration of the Due Diligence Period to use their respective good faith efforts to agree upon a mutually acceptable cure of such disapproved aspect; provided that if OP and City are unable to mutually agree upon such a cure, then neither shall be deemed to be in default of this Agreement. The failure of City to timely terminate this Agreement prior to the expiration of the Due Diligence Period, which City has the right to do in City’s sole and absolute discretion, shall be deemed to constitute City’s approval of the condition of the Property. If City terminates this Agreement at any time prior to the expiration of the Due Diligence Period, then this Agreement shall terminate

for all purposes and no party shall have any further obligations or rights to one another under this Agreement, except those which expressly survive any termination of this Agreement.

7. Escrow.

a. Closing Date. The parties shall close Escrow within fifteen (15) days following the satisfaction or waiver by the benefited party of all conditions set forth in this Agreement (“**Close of Escrow**”) and only upon the expiration of all applicable statute of limitations regarding the City Council’s adoption of updated SLIF Park Fees and the proposed Third Amendment to DA. In no event shall the Close of Escrow occur later than October 31 2016, failing which either party may terminate this Agreement thereafter by delivery of written notice to the other party.

b. Escrow. The transaction contemplated by this Agreement shall be consummated by means of an escrow account (“**Escrow**”) opened at First American Title Company, 6683 Owens Drive, Pleasanton California 94588, escrow officer Diane Burton (“**Escrow Holder**”). The parties shall draft escrow instructions covering, among other things, the following: payment and charges to the parties, pro-ratio of property taxes, disbursement of funds to OP; recordation of documents; deliverance of title policy; preparation and filing of appropriate government and tax documents; provision of title insurance; and execution of declarations pursuant to the Foreign Investment of Real Property Tax Act (“**FIRPTA**”), if applicable, and the California Real Estate Withholding Certificate (Form 593).

c. Escrow Fees. Escrow fees, related costs, and other items of expense shall be paid by the parties as follows:

i. OP shall pay for: (a) recording fees for instruments necessary to deliver title in the condition required by this Agreement; (b) any document preparation fees of the Escrow Holder related to OP’s delivery of title in the condition required by this Agreement; (c) one-half of the fees charged by the Escrow Holder (including escrow fees and document preparation fees (except as related to OP’s obligation to deliver title as required); (d) one half of the cost of recording the Grant Deed; and (e) any other transaction costs it incurs, such as OP’s legal fees and other professional expenses.

ii. City shall pay for the following: (a) one half of the fees charged by Escrow Holder (including escrow fees and document preparation fee; (b) one half of the cost of recording the Grant Deed; (c) a title insurance policy insuring the Property; and (d) any other transaction costs City incurs, such as but not limited to, City’s legal fees and other professional and consultant costs.

d. Cancellation of Escrow. If the Escrow is cancelled due to the breach or default of either party, the defaulting or breaching party shall pay escrow charges, if any. If the Escrow is cancelled because a contingency or condition is not met due to no fault of a party, such as actions of a third party, City and OP shall each pay one half of the escrow charges.

8. Title at Close of Escrow; Title Insurance.

a. Property. OP will convey to City, by grant deed, insurable title to the Property, free of all title defects and free of liens, encumbrances, easements, restrictions, rights, and conditions except for the “**Permitted Encumbrances**,” as follows: (i) any general and special property taxes and assessments not yet due; (ii) all exceptions as shown on the Preliminary Title Report Order Number 0131-620629ala, a copy of which is attached hereto as **Exhibit “H” (“PTR”)**; and (iii) the standard, pre-printed exceptions included in a CLTA, standard form of owner’s policy.

b. Unpermitted Encumbrances. If there is any encumbrance or title defect that is not a Permitted Encumbrance, OP shall promptly, with due diligence, and at or before Close of Escrow use reasonable efforts to cure such title defect or exception to title at OP’s sole cost and expense. If by ten (10) days prior to Close of Escrow, despite good faith, reasonable efforts, OP has not been successful with the removal and/or correction of any such title defect or other encumbrance to title that is not a Permitted Encumbrance, City will have the following options, which must be exercised by City prior to Close of Escrow, which decision shall be communicated by written notice to OP:

i. Accept title to the Property subject to any such encumbrances or title defects that are not Permitted Encumbrances without a reduction of the Purchase Price;

ii. Postpone the Close of Escrow for an additional thirty (30) days to permit OP enough time to remove or correct the encumbrances or title defects that are not Permitted Encumbrances; or

iii. Elect not to consummate the transaction in which case this Agreement shall terminate, and the parties shall have no further rights, obligations, or remedies with respect to each other under this Agreement (except any obligations that expressly survive the termination of this Agreement).

c. Title Insurance. City shall pay for City’s title insurance policy, issued by Escrow Holder, in such amount as City shall specify. City’s title insurance will insure that title to the Property is vested in City, subject only to the Permitted Encumbrances.

9. Prorations. OP shall be responsible for all real estate taxes and assessments for the Property for the period prior to Close of Escrow.

10. OP’s Promise Not to Further Encumber and to Maintain Property. OP agrees to deliver the Property at the Close of Escrow in substantially the same order and condition as on the Effective Date of this Agreement, except as may be otherwise provided in this Agreement. Notwithstanding the foregoing, City acknowledges that prior to the Close of Escrow, Lennar Homes of California, Inc. possesses the right (but not the obligation) to enter onto the Property to remove part or all of the stockpiled fill dirt located on or adjacent to the Property. Prior to Close of Escrow, unless otherwise agreed to by City, OP shall ensure that (a) its agreement with Lennar Home of California, Inc. permitting access to the Property has been terminated and (b) all stockpiled fill dirt has been removed and the ground cleared of all debris to the satisfaction of the

City. During the term of this Agreement, OP shall not do any of the following without the prior written consent of City, which shall not be unreasonably withheld:

a. Make or extend any leases, contracts, options, or agreements whatsoever affecting the Property that fail to incorporate the terms of this Agreement by reference or that would authorize any action that would be a violation of this Agreement that OP cannot remove by Close of Escrow; or

b. Cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction, or easement to be placed upon the Property.

11. OP's Representations. OP makes the following representations and warranties to City:

a. Authority. By the Close of Escrow, OP shall have full power and authority to enter into this Agreement and to sell, transfer, and convey fee title to the Property.

b. Pending Actions. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending or to the best of OP's knowledge threatened against the Property or pending or to the best of OP's knowledge, threatened against OP that will affect OP's title to the Property, or any portion thereof, or materially affect the value of the Property.

To the best of OP's knowledge, there are no:

i. Intended public improvements or private rights that will result in the creation of any liens upon the Property, except as are included in the Permitted Encumbrances;

ii. Uncured notices that have been served upon OP from any governmental agency notifying OP of any violations of law, ordinance, rule, or regulation that affect the Property;

iii. Mechanic's liens against the Property;

iv. Notices or other information giving OP reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property will have a material effect on the value of the Property or subject the owner of the Property to liabilities under environmental laws; or

v. Leases, licenses, permits, other options, rights of first refusal, or other agreements (written or oral) that will affect the Property after the Close of Escrow, except as are included in the Permitted Encumbrances.

c. Hazardous Materials. To the best of OP's knowledge, there is no condition at, on, under, or adjacent to the Property posing a significant hazard to human health or the environment, and to the best of OP's knowledge, there has been no production, use, treatment,

storage, transportation, or disposal of any Hazardous Materials, as hereinafter defined, on the Property nor any release or threatened release of any Hazardous Materials, pollutant, or contaminant into, upon, or over the Property. To the best of OP's knowledge, the Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws. Notwithstanding any contrary provision of this paragraph, Seller makes no representation or warranty regarding (and the representation and warranty contained herein shall be inapplicable to) any materials contained in any improved roadway (such as, but not limited to, asphalt), or any staging area or stockpile to the extent that such stockpiled or staged materials are removed from the Property prior to the Close of Escrow.

As used herein, the term "**Hazardous Materials**" shall mean any substance that is (i) designated, defined, classified, or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under any Environmental Law, as currently in effect, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) asbestos, (v) flammable explosives, (vi) infectious materials, or (vii) radioactive materials.

For purposes of this Agreement, "**Environmental Law**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9601, *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 *et seq.*), the Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. 1801 *et seq.*), the Clean Water Act (33 U.S.C. Sections 1251 *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health & Safety Code sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Health & Safety Code Sections 25300 *et seq.*), and the California Water Code sections 1300 *et seq.*, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state, or local law, statute, rule, regulation, or ordinance that regulates or proscribes the use, storage, disposal, presence, cleanup, transportation, or release or threatened release into the environment of Hazardous Materials.

d. Other Agreements. This Agreement shall not constitute a breach or default under any agreement to which OP is bound or to which the Property is subject.

e. Condemnation. There are no presently pending or, to the best of OP's knowledge, contemplated proceedings to condemn the Property.

For the purpose of this Agreement, usage of "**to the best of OP's knowledge,**" or words to such effect, shall mean the actual current knowledge of Melanie Mathews and Greg McNece, representatives of OP, excluding constructive knowledge or duty of inquiry and without any imputation of knowledge, existing as of the Effective Date. In no event shall Melanie Mathews or Greg McNece have any personal liability with respect to any of the representations or warranties set forth herein. To the extent that OP becomes aware of a substantive conflict with any of the representations and warranties set forth herein after the Effective Date and prior to the Close of Escrow, OP shall provide City with written notice thereof, in which case City, as its sole remedy, within five (5) business days following receipt of such notice, shall have the right to either (i) terminate this Agreement, or (ii) proceed with the transaction described herein, waiving

such inconsistencies in the representation(s) and warranty(ies). In the event that City obtains actual knowledge of any conflict with the representations and warranties made by OP in this Agreement prior to the Close of Escrow, City shall promptly notify OP of same, and within five (5) business days following its delivery of such notice, shall have the right, as its sole remedy to either (i) terminate this Agreement, or (ii) proceed with the transaction described herein, waiving such inconsistencies in the representation(s) and warranty(ies) (in which case City shall be deemed to have waived any and all damages as a result of such conflict with such representation and warranty).

12. City's Representations. City represents and warrants to OP that City has full power and authority to enter into this Agreement and to purchase the Property under the terms of this Agreement, and the person(s) signing this Agreement on behalf of City has full power and authority to sign for City and to bind City to this Agreement. This Agreement shall not constitute a breach or default under any agreement to which City is bound or violate any law affecting City.

13. Condition and Inspection of Property. Notwithstanding any other provision of this Agreement to the contrary (except as expressly set forth in Section 11 above), neither OP nor any principal, employee or agent of OP has made or will make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind concerning the Property including, without limitation, the following matters (collectively referred to herein as the **"Property Conditions"**): (i) the suitability or condition of the Property for any purpose or its fitness for any particular use, (ii) the profitability and/or feasibility of owning, developing, operating and/or improving the Property, (iii) the physical or environmental condition of the Property or conditions which may affect the Property or its current or future uses, habitability, value or desirability, (iv) the rentals, income, costs or expenses thereof, (v) the net or gross acreage, usable or unusable, contained therein, (vi) the zoning of the Property, (vii) the condition of title, (viii) the compliance by the Property with applicable zoning or building laws, codes or ordinances, or other laws, rules and regulations, (ix) storm drainage, water or utility availability or use restrictions, (x) geologic/seismic conditions, soil and terrain stability, or drainage, (xi) sewer, septic, and well systems and components, (xii) other neighborhood or Property conditions, including, schools, proximity and adequacy of law enforcement and fire protection, crime statistics, noise or odor from any sources, landfills, proposed future developments, or other conditions or influences which may be significant to certain cultures or religions, or (xiii) any other past, present or future matter relating to the Property which may affect the Property or its current or future use, habitability, value or desirability. Except as expressly set forth in Section 11 above, the Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. Buyer hereby represents and warrants that City is relying solely upon, and as of the expiration of the Due Diligence Period will have conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from OP, including, without limitation, any and all of the Property Conditions. Upon the Close of Escrow, City will assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by City's inspections and investigations. City acknowledges that OP would not sell the Property to City without the foregoing

acknowledgments. Nothing contained herein is intended to limit any remedy available to City for the breach of any express representation or warranty by OP contained in Section 11 above.

CITY EXPRESSLY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE THAT PROVIDES:

"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."

BUYER'S INITIALS

THE FOREGOING WAIVER AND RELEASE SHALL SURVIVE THE CLOSE OF ESCROW AND THE DELIVERY AND RECORDING OF THE DEED.

14. Conditions Precedent and Survival of Representations and Warranties.

a. Conditions Precedent. OP and City's obligations under this Agreement are both expressly subject to the representations and warranties of the other party, as set forth in Sections 10 through 12. All such representations and warranties shall be true and accurate as of the Close of Escrow.

b. Survival of Warranties. OP and City agree that each representation and warranty in Sections 11 and 12 respectively shall survive the Close of Escrow for a period of six (6) months thereafter and shall not merge with the delivery of the Grant Deed to City.

15. Risk of Loss. All risk of loss or damage to the Property (except any damage cause by City or City's Representatives for which City shall be responsible) shall remain with OP until Close of Escrow. In the event some material loss or damage occurs prior to the Close of Escrow (except any damage caused by City or City's Representatives for which City shall be responsible), City may, without liability, terminate this Agreement. In the event of such termination, no party shall have any further liability or obligation under this Agreement, except as expressly provided in this Agreement.

16. Assignment and Successors. This Agreement may not be assigned by either party without the prior written consent of the other party, to be given in its sole and absolute discretion. Subject to the foregoing sentence, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, beneficiaries, successors, and assigns.

17. General Provisions.

a. Professional Advisors. City encourages OP to retain and rely upon its own professional advisors (attorney, accountant, financial, and/or estate planner, etc.). Except for what is set forth in this Agreement, OP is not relying upon any statements, information, representations, or advice provided by City in this transaction. OP will rely on independent counsel regarding all aspects of this transaction, including without limitation, the characterization of the transaction by the County tax assessor. OP encourages City to retain and rely upon its own professional advisors (attorney, accountant, financial, etc.). Except for what is set forth in this Agreement, City is not relying upon any statements, information, representations, or advice provided by OP in this transaction. City will rely on independent counsel regarding all aspects of this transaction.

b. Commissions. Each party represents to the other party that it does not have a broker in the current transaction and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Each party hereby indemnifies and agrees to protect, defend, and hold harmless the other party from and against all liability, cost, damage, or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee that the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party.

c. Integration. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

d. Additional Documents. The parties agree to execute such additional commercially reasonable documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement; provided that no party shall be required to execute any document which conflicts with any of the provisions of this Agreement

e. Amendments. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing executed by the parties.

f. Notices. All notices, claims, demands, or other communications under this Agreement (each such, a "notice") shall be in writing, delivered by hand, facsimile transmission, commercial express courier service, or U.S. mail, postage prepaid, to the parties and their attorneys at the addresses provided below. Notices delivered by hand or by commercial express courier service shall be deemed given when received, as evidenced by written receipt. Notices delivered by mail shall be deemed given three (3) days after mailing. Notices transmitted by facsimile shall be deemed given when transmitted.

To OP: Optimistic Partners, LLC
 Attn: Greg McNece
 2525 Fifth Street

Davis, CA 95618
Phone: (530) 758-5800

With a copy to: Real Estate Law Group LLP
Attn: Andrew Sackheim
700 University Avenue, Suite 100
Sacramento, CA 95864
Phone: (916) 484-2600

To City: City of Woodland
Attn: Community Development Director
300 First Street
Woodland, CA 95695
Phone: (530) 661-5930

With a copy to: Kara K. Ueda, City Attorney
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000

g. Independent Parties. In performing this Agreement, OP is an independent party and not an agent of City. City shall have no responsibility for payment to any contractor or supplier of OP. It is not intended by the parties that this Agreement create a partnership or joint venture between them, and this Agreement shall not otherwise be construed.

h. Attorney's Fees. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs, and court costs in such amounts as shall be allowed by the court. This Section shall survive the Close of Escrow or any earlier termination of this Agreement.

i. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be in full force and effect.

j. Time of Essence. Time is of the essence of this Agreement and the escrow provided for and contemplated herein. All times and dates in this Agreement are of the essence.

k. Mediation of Disputes; Remedies. OP and City agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.

l. Waiver. Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

m. Dependency. The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party.

n. Construction. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. This Agreement shall be governed by, and construed under, the laws of the State of California, as having been drafted by both parties.

o. Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action to enforce or interpret the provisions of this Agreement may be commenced only in the Superior Court of the County of Yolo, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below, the latter of which shall be the “**Effective Date**”, and City and OP hereby acknowledge receipt of a copy of this Agreement.

CITY OF WOODLAND, a
California municipal corporation

By: _____
Paul Navazio, City Manager

Date: _____

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

OPTIMISTIC PARTNERS, LLC, a
California limited liability company

By: _____

Date: _____

Exhibit A
Legal Description of Property

Exhibit B
Third Amendment to Development Agreement

[see next page]

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT NO.
BETWEEN CITY OF WOODLAND AND
CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC**

This Third 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 OWNER 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 amend the terms of OWNER’s and CITY’s obligations regarding the N1 Park; 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 Third 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 Third 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 Third 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 Third Amendment shall become effective on the date on which all of the following are true: (i) this Third Amendment has been executed by Owner’s duly authorized officers and officials and delivered to CITY; (ii) this Third Amendment has been approved by ordinance of the City Council of the CITY and such ordinance has become effective; (iii) this Third Amendment has been duly executed by the CITY and delivered to OWNER; and (iv) the Third Amendment, or a Memorandum of Agreement, has been recorded with Yolo County (the “Effective Date”).

2. Amendment to Section 4.11. Section 4.11 is hereby amended, in its entirety, to read as follows, with text shown in strikethrough for deletions and double underline for new text:

4.11 Development and Transfer of N1 Park. This Section 4.11 sets forth the various obligations of OWNER to ~~develop~~ advance funds to provide for early construction of a portion of 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 ~~has~~ shall provided 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~~ advance the funding necessary to construction of 2 acres of the 8-acre park. Such construction ~~shall~~ is anticipated to include at a minimum irrigation, ~~and turf,~~ and installation of a play structure consistent with the Spring Lake Park Improvement N1 Master Plan ("Two Acre Park Improvements"). In no event shall OWNER be obligated to spend an amount greater than ~~FOUR FIVE HUNDRED FIFTY-THOUSAND DOLLARS (\$45500,000.00)~~ FOUR FIVE 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 1st, starting January 1, 2016. CITY ~~OWNER~~ agrees to use its best efforts to begin construction of the N1 park improvements on or before November 1, 2016, subject to Lennar's substantial completion of the Cal West Phase 1 subdivision improvements. ~~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 contribution 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 and 4.11.3.

3. Miscellaneous Provisions.

a. Recordation of Amendment. This Third 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 Third Amendment shall be determined invalid, void, or unenforceable, the remainder of this Third 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 Third Amendment.

c. Counterparts. This Third 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 Third 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 Third Amendment, together with the Agreement, and the First and Second Amendments, reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Third Amendment, the provisions of the Agreement, as amended, 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 Third Amendment. To the extent this Third Amendment conflicts with the Agreement, this Third 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 Third 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 Third 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 Third 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 Third Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Third 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

**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 Thirdt Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. _ , dated _____, 2016, 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 _____, 2016, 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

ATTACHMENT 1
LEGAL DESCRIPTION OF PROPERTY

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

[Intentionally Deleted]

**Exhibit D
Grant Deed**

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

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

**Exempt from recording fees
pursuant to Government Code
section 27383**

APN 042-030-047-000

Space above this line for recorder's use

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, OPTIMISTIC PARTNERS, LLC, a California limited liability company ("Grantor"), hereby GRANTS to CITY OF WOODLAND, a California municipal corporation ("Grantee"), the following real property ("Property"), in an as is condition, in the City of Woodland, County of Yolo:

This conveyance is made subject to all liens and encumbrances of record and all matters which would be apparent from a visual inspection of the Property.

OPTIMISTIC PARTNERS, LLC, a
California limited liability company

By: _____

Date: _____

Exhibit E
PROMISSORY NOTE

\$2,350,800.00

INSERT DATE

FOR VALUE RECEIVED, the CITY OF WOODLAND, a California municipal corporation (“**City**”), hereby promises to pay to OPTIMISTIC PARTNERS, LLC, a California limited liability company (“**OP**”), the principal sum of TWO MILLION THREE HUNDRED FIFTY THOUSAND EIGHT HUNDRED DOLLARS (\$2,350,800.00), together with interest on the unpaid principal thereof which shall be calculated as of July 31, 2015 until said principal sum is paid in full, at the fixed rate of three percent (3.0%) per annum (“**Interest Rate**”), with accrued interest compounding annually; provided, however that if City has not paid the entirety of the accrued interest and the principal balance on or before December 31, 2035, then the Interest Rate from and after December 31, 2035 shall increase to 4.5 percent (4.5%), with accrued interest compounding annually.

1. Payments. Payments of the principal of, and interest on, this Note shall be made in lawful money of the United States of America. This Note is subject to prepayment in whole or in part, without penalty or premium and it is the intention of both City and OP that payments under this Note are to be paid by City to OP as soon as is practicable after funds become available as hereinafter described. Payments of accrued interest under this Note shall be made in annual installments on or before November 1 of each year as more fully described in that certain Reimbursement Agreement entered into concurrently herewith between City, Turn of the Century, and OP (“**Reimbursement Agreement**”). In addition to the annual payments described in the foregoing sentence, payments of any funds contemplated by the Reimbursement Agreement to be paid by City to OP, shall to the extent of available funds, be paid to OP no less frequently than bi-annually. To the extent of available funds under the Reimbursement Agreement, after the payment of all accrued interest, all available funds shall be paid toward the reduction of the principal balance of this Promissory Note. All unpaid accrued interest and the principal balance of this Promissory Note shall be entirely due and payable on or before December 31, 2045 (“**Maturity Date**”).

2. OP’s Right to Inspection and Audit. During the term of this Note, OP may inspect and audit City’s books and records upon thirty (30) days’ notice prior to City and at OP’s sole cost and expense. City shall make the books and records reasonably available to OP and its certified public accountants for such audit.

3. Delinquent Payments. Provided that either (i) a payment of accrued interest or a payment of the unpaid principal balance of this Promissory Note is due to OP pursuant to the requirements of the Reimbursement Agreement and City fails to make any such required annual payment when due, or (ii) City fails to have paid to OP the entire unpaid principal balance and all accrued interest as of the Maturity Date, then:

a. OP may provide written notice to City that OP has not received its annual payment (or final payment as of the Maturity Date) and City shall then have a fifteen (15) business day period to cure such default; and

b. Provided that City does not make any required payment to OP within such cure period and City has available SLIF Park Fees from which it should have made a payment, a late charge equal to five percent (5%) of the amount of such delinquent payment shall be immediately due and payable, but such amount shall not exceed the maximum amount allowed by law, and

c. City shall pay to OP on demand interest on the amount of such delinquent payment, from and including the date such payment was due to the date of repayment to OP or the date OP waives such default in writing, at a per annum rate (the “**Default Rate**”) equal to the Interest Rate plus five percent (5%). City agrees that this charge represents a fair and reasonable estimate of the costs and losses OP will incur by reason of such failure to make the payment on the due date.

At the sole option of OP, any payments made hereunder may first be applied to the payment of late charges, then interest due and finally to principal. OP may only avail itself of any remedy described in this Section 3 if OP provides written notice to City pursuant to Section 3.a.

4. Deed of Trust. This Note is secured by that certain Deed of Trust of even date (“**Deed of Trust**”) granted by City, to First American Title Company for the benefit of OP encumbering certain real property more particularly described therein (the “**Property**”). The obligations, covenants, and agreements of the Deed of Trust are hereby made a part of this Promissory Note to the same extent and with the same effect as if they were fully set forth herein, and City does hereby agree to perform and keep each and every obligation, covenant and agreement set forth in this Promissory Note and in the Deed of Trust.

5. Events of Default. City shall be in default of this Promissory Note upon the occurrence of any of the following (“**Events of Default**”):

a. Failure of City to make any required payments under this Promissory Note of available proceeds under the Reimbursement Agreement within forty-five (45) calendar days of the date after written notice from OP.

b. Failure to have paid the entire unpaid principal balance and all accrued interest on or before the Maturity Date.

c. Failure of City to perform or observe any of City’s other obligations under this Promissory Note or the Deed of Trust within thirty (30) days after written notice from OP.

Upon the occurrence of an Event of Default hereunder, then, or at any time thereafter, the whole of the unpaid principal and interest owing on this Promissory Note shall, at the option of OP and without notice, become immediately due and payable.

6. Attorneys’ Fees. In the event any of the parties shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party in such proceeding shall be entitled to court costs and reasonable attorneys’ fees to be determined by the court or arbitrator.

7. Partial Payments. The acceptance by OP of any payments under this Promissory Note

after the date that such payment is due shall not constitute a waiver of the rights to require prompt payment when due of future or succeeding payments. The acceptance by OP of the payment of a portion of any installment at any time that such installment is in its entirety due and payable shall not cure such default and shall not constitute a waiver of OP's rights to require full payment when due of all future or succeeding installments.

8. Applicable Law and Venue. This Promissory Note is governed by the laws of the State of California and venue for any action to enforce collection of this Note shall be Yolo County, California. City irrevocably consents to jurisdiction and venue in such court for such purposes and agrees not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

9. No Waiver. If OP delays in exercising or fails to exercise any of OP's rights under this Promissory Note, that delay or failure will not constitute a waiver of any of City's rights or of any breach, default, or failure of condition under this Promissory Note. No waiver by OP of any of its rights or of any breach, default, or failure of a condition under this Promissory Note shall be effective, unless it is stated in writing signed by OP. All of OP's remedies in connection with this Promissory Note or under applicable law shall be cumulative, and OP's exercise of any one or more of those remedies will not constitute an election of remedies. Time is expressly made of the essence with respect to every provision hereof.

10. City Waivers. City and all endorsers, guarantors and sureties of this Promissory Note hereby waive demand, notice, offset, diligence, protest, presentment for payment and notice of extension, dishonor, protest, demand and nonpayment of this Promissory Note, and specifically consent to, and waive notice of, any renewals or extensions of this Promissory Note.

CITY OF WOODLAND, a California municipal corporation

By: _____

EXHIBIT F
Reimbursement Agreement

[See next page]

Recording Requested by
and when recorded return to:

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

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“**Agreement**”), entered into this _____ day of _____, 2015, is by and between the City of Woodland (“**City**”), Turn of the Century, a Delaware limited liability company (“**TOC**”), and Optimistic Partners LLC, a California limited liability company (“**OP**”). City, TOC, and OP are each referred to herein as a “party” and collectively as the “parties.”

WHEREAS, the City has entered into that certain Agreement for the Purchase and Sale of Real Property with OP (“**OP PSA**”) for the City’s purchase of a certain seven and fifty-five one-hundredths (7.55) acres of real property owned by OP for the City to eventually use as a park, referred to as the “N1” park property (“**N1**”), provided first that OP will contribute certain agreed-upon amounts toward certain park improvements for an approximately two acre area of the property; and

WHEREAS, City has also entered into a purchase and sale agreement with TOC (“**TOC PSA**”) for the City’s purchase of a certain approximate ten (10) acres of real property owned by TOC for the City to eventually use as a park, referred to as the “N3” park property (“**N3**”); and

WHEREAS, the payment of the purchase price for the real property described in the TOC PSA is to be paid pursuant to the Promissory Note (“**TOC Note**”) in the form attached as Exhibit C to the TOC PSA, which TOC Note is secured by the Deed of Trust (“**TOC Deed of Trust**”) in the form attached as Exhibit F to the TOC PSA; and

WHEREAS, the payment of the purchase price for the real property described in the OP PSA is to be paid pursuant to the Promissory Note (“**OP Note**”) in the form attached as Exhibit E to the OP PSA, which OP Note is secured by the Deed of Trust (“**OP Deed of Trust**”) in the form attached as Exhibit G to the OP PSA; and

WHEREAS, the OP Note and TOC Note each respectively provide that City will make certain payments to OP and TOC, respectively; and

WHEREAS, the purpose of this Agreement is to (i) describe the sources and timing of the City’s payments to TOC required by the TOC Note and to specify the sources and timing of the City’s payments to OP required by the OP Note and reimbursement for N1 park improvement costs owed to OP pursuant to the OP PSA, and (ii) collateralize and encumber the

Spring Lake Infrastructure Fee for Parks (“**SLIF Park Fees**”) which are paid to the City such that the required payments are made by the City to TOC and OP; and

WHEREAS, the parties acknowledge that in consideration of OP’s and TOC’s willingness to advance the cost of N1 and N3 and advance certain of its improvement costs by agreeing to delay the payment of the remuneration otherwise owed to them, the City is required pursuant to this Agreement to manage the collection of SLIF Park Fees in trust for the exclusive purpose of repayment of the OP Note and the TOC Note until they are repaid in full, subject only to the enumerated exceptions contained in this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. **Source of Payment.** Subject to the requirements of the TOC Note and TOC Deed of Trust, TOC understands and agrees, and subject to the requirements of the OP Note and the OP Deed of Trust, OP understands and agrees that the entirety of the purchase price for their respective properties shall be exclusively paid for by City with SLIF Park Fees. SLIF Park Fees are required to be paid by developers and builders in the Spring Lake Specific Plan area in order to fund the cost of park improvements, facilities and park land acquisitions required to serve the Spring Lake Specific Plan development. (As of January 1, 2015 the SLIF Park Fee is \$6,952 per single family unit and \$ 4,589 per multifamily unit.) For purposes of this Agreement, SLIF Park Fees shall be deemed to include payments made via Development Agreement for projects within the Spring Lake Specific Plan area in lieu of paying SLIF Park Fees or funding park obligations, and funds which may become available through other present or future source of revenues or funds available to fund parks in the Spring Lake Specific Plan area, through the Spring Lake Specific Plan Community Facilities District. The City may adjust the amount of the required SLIF Fees in order to provide for the build out of the parks in the Spring Lake Specific Plan area, but in no case shall any revisions by the City to the Park SLIF Fees result in delay of the timing or amount of the collection of the SLIF Park Fees until after such time as payment in full has been made for N3 and N1. Within this Agreement, potential timing impacts to fee collection which could result in any proposed increase in SLIF Park Fees is excluded from this restriction. SLIF Park Fees shall be collected and deposited in a segregated fund account (“**Segregated Fund**”) consistent with accounting practices for AB 1600 Fees. The balance of the SLIF Park Fees being held by the City in the Segregated Fund as of the date of this Agreement is \$1,798,726, after setting aside \$294,859 on July 1, 2015 for the Sports Park Debt payment due in June of 2016.

3. **Required Payments from the Segregated Fund.** With the exception of those amounts described in Section 3a., 3b., and 3c. below, the required interest payments described in 3d., and the permitted payments described in Section 4 below, all SLIF Park Fees collected shall first be paid to satisfy payments of the principal balance of the N3 Note until the N3 Note is fully paid. Thereafter, all SLIF Park Fees collected shall be paid to satisfy payments of the principal

balance of the N1 Note until the N1 Note is fully paid. In no event shall any amounts greater than \$10,000 be held as reserves in the Segregated Fund to the extent that such amounts would otherwise be available for the payments of the principal balances owed under either the OP Note or the TOC Note, as applicable.

a. Sports Park Debt Amortization. As of September 30, 2015 there was an outstanding obligation to pay a \$676,091 debt balance remaining for the City's Sports Park located at 2001 East Street ("**Sports Park Debt**"). Before paying TOC for N3 and before paying OP for N1, the parties agree and understand that the City shall first use the SLIF Park Fees to retire the Sports Park Debt. The City anticipates paying the balance of the Sports Park Debt over three years with an annual installment of \$294,000 for two years, beginning in July 2016 (which payment amount is expected to be \$294,859, with a final \$86,442 payment in the third year. The parties also agree and understand that the City shall annually, at the beginning of each fiscal year, set aside the Sports Park Debt payment for the following year. The first payment set aside under this Agreement in the amount of \$294,859 occurred on July 1, 2015 for the payment due June 2016.

b. N3 Park Improvements. After funding the annual Sports Park Debt payment for the year, the City shall accrue the SLIF Park Fees for the payment of the City's costs of construction of N3 park improvements until such cost is paid in full. The City estimates that the N3 park improvements will cost between \$2,500,000 and \$3,000,000. These costs include construction, change orders, design, construction management and inspection and staff management costs. The City agrees to limit the amount of any contract award for the N3 park improvements to no more than \$2,400,000 and to limit construction change orders (contingency and errors and omissions) to no more than \$150,000); provided that to the extent that the actual costs of the N3 park improvements exceed the foregoing limitations by reason of circumstances which could not be reasonably foreseen by the City or its contractors or by reason of an error or omission in the plans for the N3 park improvements, then City shall not be prohibited from utilizing additional SLIF Park Fees to the least extent possible, for completion of the construction of the N3 park improvements. The parties intend that to the greatest extent practicable, soft costs will be minimized in order to maximize the actual construction of the N3 park improvements within the budget constraints described in this paragraph. The City agrees to use its best efforts to complete the necessary work to begin construction of the N3 park improvements before June 30, 2016, in order to complete construction, including planting of the N3 park, no later than November 1, 2016. The parties acknowledge that construction of the N3 park improvements is subject to the availability of SLIF Park Fee revenue at the time of any award of the construction bid for the N3 park improvements.

c. Reimbursement of N1 Park Improvements. Pursuant to and as expressly set forth in the OP PSA, the City shall reimburse OP for its contributed costs toward the park improvements on the applicable two acres of the N1 park. Such reimbursement shall not exceed the amount actually contributed by OP for such purpose. To the extent that the actual costs of the N1 Park Improvements exceed the OP Cost Cap by reason of circumstances which could not be reasonably foreseen by the City or its contractors or by reason of an error or omission in the plans for the Park Improvements then City shall not be prohibited from utilizing additional SLIF Park Fees to the least extent possible to complete construction of the Park Improvements

irrespective of the cost thereof exceeding the OP Cost Cap. In addition to the foregoing, the City agrees to comply with all requirements and limitations of the OP PSA, including without limitation, Section 2d. of the OP PSA.

d. N3 Interest Payments and N1 Interest Payments. To the extent of available SLIF Park Fees after payment of those amounts described in Section 3a., 3b., and 3c. above, City shall make pari pasu payments toward accrued but unpaid interest to each of OP pursuant to the OP Note and to TOC pursuant to the TOC Note.

e. Annual Accounting and Payment Example. Within sixty (60) days following the end of each fiscal year, the City shall provide to OP and to TOC, an accounting of all SLIF Park Fees collected and disbursed, and shall make available to OP and TOC copies of and access to all supporting records and information regarding the collection and disbursement of SLIF Park Fees which may be necessary to confirm City's compliance with the requirements of this Agreement. For the avoidance of doubt and by way of example only, City, TOC and OP agree that the example attached hereto as Attachment 1, accurately reflects an example as to how payments are contemplated to be made pursuant to this Section 3.

4. Unscheduled Permitted SLIF Park Fee Usage. In addition to the permissible payments described in Section 3 above, the following payments may be made from funds that would otherwise be available to pay the N3 Note and the N1 Note.

a. After June 30, 2020, if and to the extent that (i) the City is not in default of the OP Note or the TOC Note, and (ii) all then accrued interest under the OP Note and the TOC Note has been fully paid, and (iii) at least 50% of the original balance of the TOC Note has been paid, then the City may disburse a total amount of up to \$100,000 per fiscal year and \$300,000 total in the aggregate for all years after such date, from the Segregated Fund for the purpose of funding other incidental Spring Lake Specific Plan area park capital improvements which are specifically for the benefit of neighborhood parks in the Spring Lake Specific Plan area.

b. In the event that construction of a multifamily development occurs on the properties zoned multifamily (tentative map #5027) which is in proximity to the 4 acre Central Park Site, SLIF Park Fees collected from that specific multifamily development may be used to acquire the Central Park Site and/or construct park improvements on the Central Park Site (should the City actually construct such park improvements). Otherwise, the SLIF Park Fees payable by the developer of the 4 acre Central Park Site shall be utilized for the payment of the N3 Note and the N1 Note.

5. Miscellaneous Terms.

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

b. Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses by certified mail, return receipt requested:

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

TOC: Turn of the Century
Attn: Melanie Mathews
173 Court Street, Suite D
Woodland, CA 95695
Phone: (530) 668-4056

OP: Optimistic Partners
Attn: Greg McNece
2525 Fifth Street
Davis, CA 95618

c. Entire Agreement. This Agreement, the TOC PSA and the OP PSA (and their exhibits) contain the entire agreement among the parties with respect to the reimbursement of the park improvements and park properties and may only be amended by a subsequent written agreement signed on behalf of both parties.

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

e. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

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

g. No Agency, Joint Venture, or Partnership. There is no agency relationship, joint venture, partnership, or other association among City, TOC, or OP, and nothing contained herein or in any document executed in connection herewith shall be construed as creating any such legal relationship.

h. Time of Essence. Time is of the essence of this Agreement and the rights and obligations provided for and contemplated herein. All times and dates in this Agreement are of the essence.

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

CITY OF WOODLAND, a
California municipal corporation

By: _____
Paul Navazio, City Manager

Date: _____

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

TURN OF THE CENTURY, a
Delaware limited liability company

By: _____

Date: _____

OPTIMISTIC PARTNERS, LLC, a
California limited liability company

By: _____

Date: _____

**Exhibit G
Deed of Trust**

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

Optimistic Partners, LLC
Attn: Greg McNece
2525 Fifth Street
Davis, CA 95618

Space Above This Line for Recorder's Use Only

A.P.N.: 042-030-047-000

DEED OF TRUST

This **DEED OF TRUST** is made as of _____, 2015, by and between

TRUSTOR: **City of Woodland**, a municipal corporation of the State of California
 ("Trustor"),
 the address for which is 300 First Street, Woodland, California 95695,

TRUSTEE: **FIRST AMERICAN TITLE COMPANY**, ("Trustee"), and

BENEFICIARY: **Optimistic Partners, LLC**, a California limited liability company ("**Beneficiary**"),
 whose address is 2525 Fifth Street, Davis, California 95618,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Woodland, County of Yolo, State of California, and which is identified by the Yolo County Assessor's Office as Assessor's Parcel Number 041-070-055-000, located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue ("**Property**"), and legally described as follows:

[See Exhibit A attached hereto]

for the purpose of securing (1) payment of the sum of \$_____, with interest thereon according to the terms of a Promissory Note (Note or note) of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said Property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said Property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary broad form/all hazards property insurance, insuring the Property for 100% of its replacement value, with Beneficiary as Loss Payee, and a commercial general liability policy in favor of Trustor, with Beneficiary as an additional named insured. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4) To pay, at least ten days before delinquency all taxes and assessments affecting said Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or superior hereto; all cost, fees and expenses of this Deed of Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said Property for such purposes; appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by them in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive their right either to require payment when due of all other sums so secured.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said Property; consent to the making of any map or plat thereof; join in granting any easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) In the event any of the parties shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing

party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by the Court or Arbitrator.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said Property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of said having been given as then required by law, Trustee, without demand on Trustor, shall sell said Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

8) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said Property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

9) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

10) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

11) Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address as shown above.

Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Beneficiary's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

TRUSTOR:

City of Woodland,

a California limited liability company

By: _____
Paul Navazio, City Manager

Date: _____

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individuals 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 _____)

On _____ before me, _____
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A to Deed of Trust
Legal Description of Property

Exhibit H
Preliminary Title Report

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE MASTER PLAN FOR SPRING LAKE PARK N-1**

WHEREAS, a Master Plans was prepared for Spring Lake N-1 Project; and

WHEREAS, the City Council wishes to approve the Spring Lake N-1 Master Plan through the adoption of this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF WOODLAND AS FOLLOWS:**

Section 1. The City Council hereby approves the Spring Lake N-1 Master Plan attached as Exhibit A.

PASSED AND ADOPTED this _____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

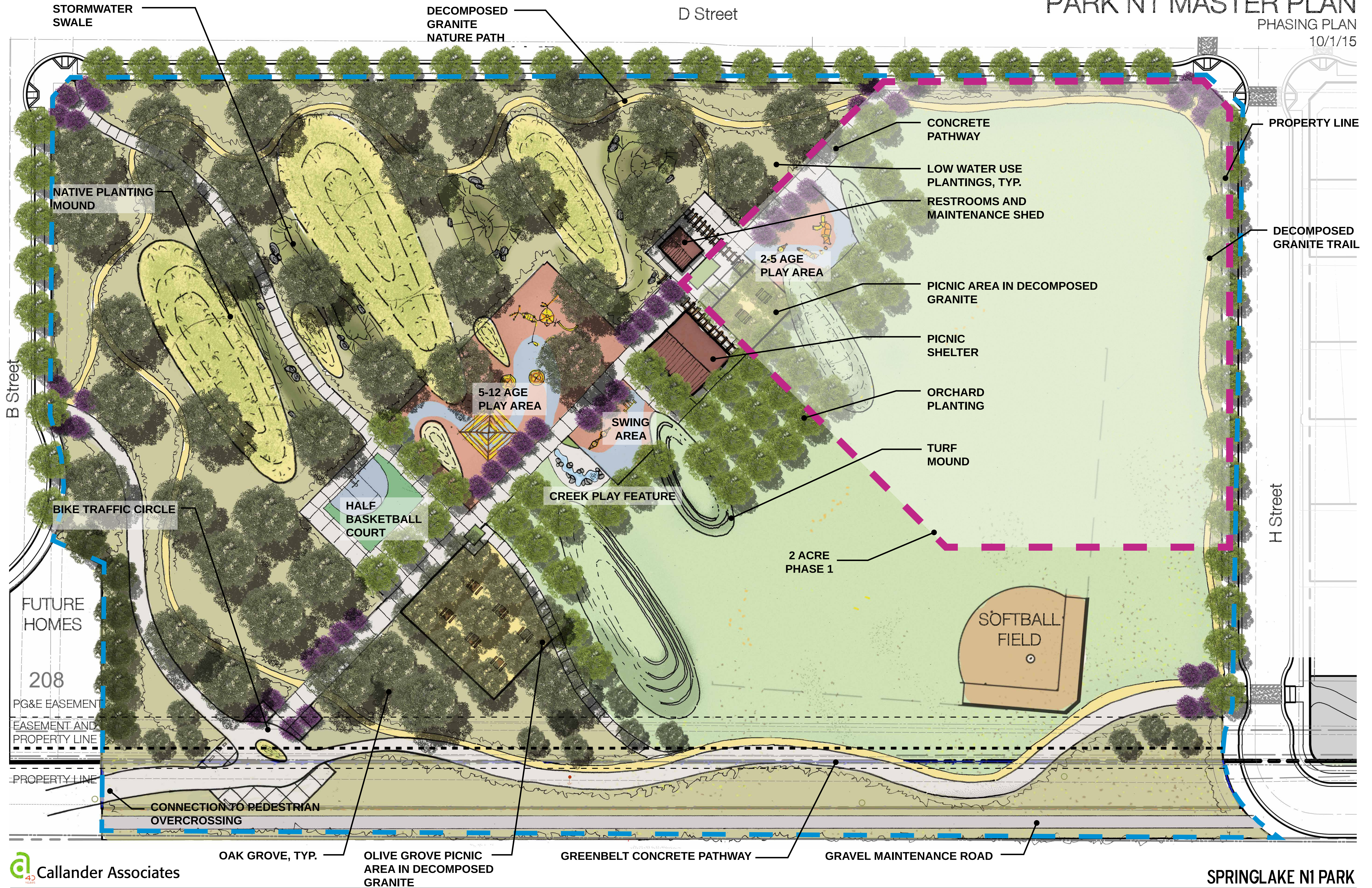
ATTEST:

Ana B. Gonzalez, City Clerk

PARK N1 MASTER PLAN

PHASING PLAN

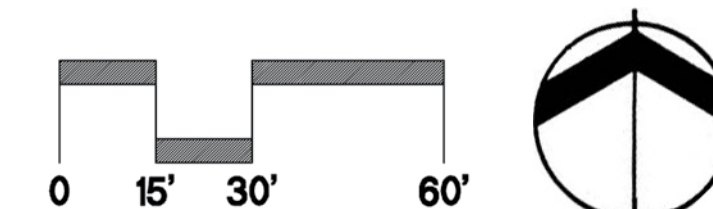
10/1/15



Callander Associates

Landscape Architecture
Park and Recreation Design
Neighborhood Parks
15.002 Springlake N1 Park © copyrighted 2015 Callander Associates Landscape Architecture, Inc.

SPRINGLAKE N1 PARK



Legislation Text

8.

File #: 16-164, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Second Reading of Ordinance No. _____ approving the Second Amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC and Spring Lake Park N-3 Purchase and Sales Agreement Amendment

Recommendation for Action: Staff recommends that the City Council take action on the following:

1. Conduct the second reading of Ordinance No. _____, approving the second amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC pertaining to the Heritage Remainder Area Development Project within the Spring Lake Specific Plan Area (**Attachment 1**); and
2. Adopt Resolution No. _____, amending the Purchase and Sales Agreement for Spring Lake Park N-3.

Staff Contact

Erika Bumgardner, Senior Planner, (530) 661-5886; erika.bumgardner@cityofwoodland.org

Fiscal Impact

No fiscal impact. All application processing costs have been paid for by the applicant.

Background

At its October 6, 2015 meeting, the City Council approved a Purchase and Sales Agreement for the acquisition of the 10-acre Spring Lake Park N-3. As part of this action the City Council approved an amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC to update exhibits and modify conditions consistent with the action to rezone the commercial site to park.

Ordinance No. ____ approving the second amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC was introduced and the first reading waived at the October 6th meeting. The required second reading is being conducted by the City Council as part of this item.

Pursuant to the terms of the Purchase and Sales Agreement for Park N-3, its effectiveness is contingent on the approval of the Purchase and Sales Agreement for Park N-1. The Park N-1 purchase agreement terms have been finalized and the agreement is on the City Council's agenda for December 15, 2015 as a separate item. The purchase agreements for both properties include a reimbursement agreement stipulating source and priority

of repayment for the various obligations of the Spring Lake Park SLIF Fee. The Park N-1 purchase and sales agreement includes a provision that the owner advanced funding for the 2-acres of improvements to N-1 be reimbursed prior to paying off the principal balance for Park N-3.

To provide for consistency between the two agreements it is necessary that the reimbursement agreement attached to the N-3 Purchase and Sale Agreement be amended to incorporate this language. Adoption of the attached resolution will amend the N-3 Purchase and Sales Agreement to amend the reimbursement agreement, replacing it with the reimbursement agreement approved with the N-1 Purchase and Sale Agreement.

Conclusion Staff recommends that the City Council take action on the following:

1. Conduct the second reading of Ordinance No. _____, approving the second amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC pertaining to the Heritage Remainder Area Development Project within the Spring Lake Specific Plan Area (**Attachment 1**); and
2. Adopt Resolution No. _____, amending the Purchase and Sales Agreement for Spring Lake Park N-3.

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1 - Ordinance Approving Second Amendment to Development Agreement

Attachment 2 - Resolution Approving Amendment to the Park N-3 Purchase and Sales Agreement

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 TURN OF THE CENTURY, LLC FOR
THE HERITAGE REMAINDER AREA DEVELOPMENT 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, Turn of the Century, LLC (“Developer”) proposes to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Development Agreement and the First Amendment (“Project”); and

WHEREAS, Turn of the Century, LLC (“Developer”) proposes to rezone approximately 2 acres of land zoned for Neighborhood Commercial to Park/Open Space as shown in **Exhibit “B”** and convey approximately 10 acres of real property to the City for the construction of a neighborhood park pursuant to the terms of a Purchase and Sale Agreement; 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 Turn of the Century, LLC previously entered into that certain Development Agreement on or around April 18, 2006 and then subsequently amended that agreement on or around August 21, 2014, and now desire to enter into this Second Amendment to the Development Agreement to amend certain project conditions and update certain land use regulations and exhibits, 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 recreational 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 proposed 2 acre Neighborhood Commercial rezone to Park/Open Space and the Second Amendment to the Development Agreement; and

WHEREAS, on October 6, 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 October 6, 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 October 6, 2015, the City Council certified an EIR addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project; 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 NO. _____ BETWEEN CITY OF WOODLAND AND TURN OF THE CENTURY, LLC

This Second Amendment to Development Agreement (hereinafter “Amendment”) is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the “Effective Date”) by and between the City of Woodland, a California general law city (hereinafter “CITY”) and Turn of the Century, LLC (hereinafter “OWNER”) pursuant to Government Code section 65864 *et seq* and in light of the following recitals:

RECITALS

WHEREAS, CITY and Russell Ranch Development, Inc. previously entered into that certain Development Agreement as adopted by the City Council on November 7, 2005, pursuant to Government Code section 65864 *et seq.* for the development of a certain project described in the Agreement (“Project”); and

WHEREAS, Russell Ranch Development Inc. has assigned the Development Agreement to OWNER, and CITY and OWNER previously entered into that certain First Amendment to Development Agreement as adopted by the City Council on June 17, 2014, pursuant to Government Code section 65864 *et seq.* to amend the Agreement in order to provide for the development of approximately 68 acres of the original Property, with Yolo County Assessor Parcel Numbers 042-030-042-000 and 042-030-029-000, and to update the Agreement to provide for new conditions of approval; and

WHEREAS, CITY and OWNER now wish to amend the Agreement to rezone approximately 2 acres of the 10 acres that comprise “Lot A” of the Heritage Remainder Area project site, as shown in Subdivision Map No. 5019 (the “Premises,” as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Number 042-030-049-000, and to update the Agreement to provide for updated conditions of approval for updated land use and regulation exhibits; 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; and (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 Exhibit "B" of the Agreement. Exhibit "B" of the Agreement is hereby amended to provide for a map of the Premises and to reflect the amended zoning of a 2 acre portion of the 10 acre Property ("Lot A"), as shown in the attached **Exhibit "1,"** incorporated by this reference.
3. Amendment of Findings and Conditions of Approval of the Agreement. Exhibit "C" of the Agreement is hereby amended to read in full as set forth in the attached Exhibit "C," incorporated by this reference.
4. Amendment of Exhibit "D" of the Agreement. Exhibit "D," attached to this Agreement and incorporated by this reference, is hereby amended to reflect the land use regulation amendment which includes the rezoning of approximately 2 acres of Neighborhood Commercial to Park/Open Space (as shown in the attached Exhibit "B").
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. 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.

6.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement on the day and year set forth below.

["Premises," Legal Description, Parcel Map]

42-03

SEC. 10 & 11, T. 9N., R. 2E., M.D.B. & M.

M.B. Bk. 2013, Pg. 18 - 21
Subdivision Map # 5019, Units 4A & 4C Miekle Lots
P.M. Bk. 2014, Pg. 48 - 51, Pcl. Map No. 5046
Heritage Large Lot Parcel Map

CAUTION - These maps ARE NOT to be used for legal descriptions.



P.M. Bk. 2000, Pg. 16, 17 - Pcl. Map. # 4386.

M.B. Bk. 2005, Pg. 115 - 120, Subd. # 4650

Toc - Russell Ranch Northeast Heritage - Unit No. 1

P.M. Bk. 2007, Pg. 209 - 211 - Pcl. Map # 4912
M.S. Bk. 2012 Pg. 49 - Record of Survey for Estate

M.S. Bk. 2012, Pg. 49 - Record of Survey for Esen/Iezcan

(formerly por. 24 - 10)

**NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.**

THE BAGS OF BRAWN FOR THE BURN IN THE LINE CONNECTING BURNING CITY MOUNTAIN 1-22 AS SHOWN ON OLD COUNTY BOOK OF MAPS 1902, PAGE 18, AND CITY MOUNTAIN TRAIL AS SHOWN ON OLD COUNTY BOOK OF MAPS 1902, PAGE 178. THE BEATING OF WHICH IS NORTH 31° 30' EAST.

[illegible]

3		DISPOSITION POINT - NO DISPOSITION ON SET
4		FOUND VOUCHER AS SET OF TWO
5		FOUND CITY STANDARD MOUNTAIN MOUNTAIN HILL - 18 (H) - 107 FOR
6		REPRODUCTION PLANS FOR VEHICLE ALBUM DATED JULY 8, 2015

- [illegible]

NOTES:

1. THE SIGN OF THE PLUS OR A MINUS CANNOT BE ASSIGNED TO THE INDICATED FUNCTIONAL GROUP.

- ALL EXTRACTS SHOWED AN INHIBITORY EFFECT ON THE GROWTH OF BACTERIAL PATHOGENS AND FUNGI. THE INHIBITORY EFFECT WAS MORE EVIDENT IN THE PRESENCE OF A 10% CONCENTRATION OF THE EXTRACT.
- EXTRACTS FROM OTHER PLANT SPECIES HAD A SIMILAR EFFECT ON THE GROWTH OF BACTERIAL PATHOGENS AND FUNGI.
- THE EXTRACTS SHOWED AN INHIBITORY EFFECT ON THE GROWTH OF BACTERIAL PATHOGENS AND FUNGI. THE INHIBITORY EFFECT WAS MORE EVIDENT IN THE PRESENCE OF A 10% CONCENTRATION OF THE EXTRACT.
- THE EXTRACTS SHOWED AN INHIBITORY EFFECT ON THE GROWTH OF BACTERIAL PATHOGENS AND FUNGI. THE INHIBITORY EFFECT WAS MORE EVIDENT IN THE PRESENCE OF A 10% CONCENTRATION OF THE EXTRACT.
- THE EXTRACTS SHOWED AN INHIBITORY EFFECT ON THE GROWTH OF BACTERIAL PATHOGENS AND FUNGI. THE INHIBITORY EFFECT WAS MORE EVIDENT IN THE PRESENCE OF A 10% CONCENTRATION OF THE EXTRACT.

DEVELOPMENT NUTRITION STATEMENT.



SUBDIVISION MAP NO. 5019
UNITS 4A & 4C MIEKLE LOTS

66042 ALL OF PARCEL A, OF LOT LINE ADJUSTMENT, DOCUMENT NO. 2008-0914055-00,
TOGETHER WITH A PORTION OF PARCEL D OF LOT LINE ADJUSTMENT, DOCUMENT
NO. 2008-0074057-00, YOLO COUNTY OFFICIAL RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING

CIVIL ENGINEERING
 FEBRUARY 2013
 SHEET 2 OF 4

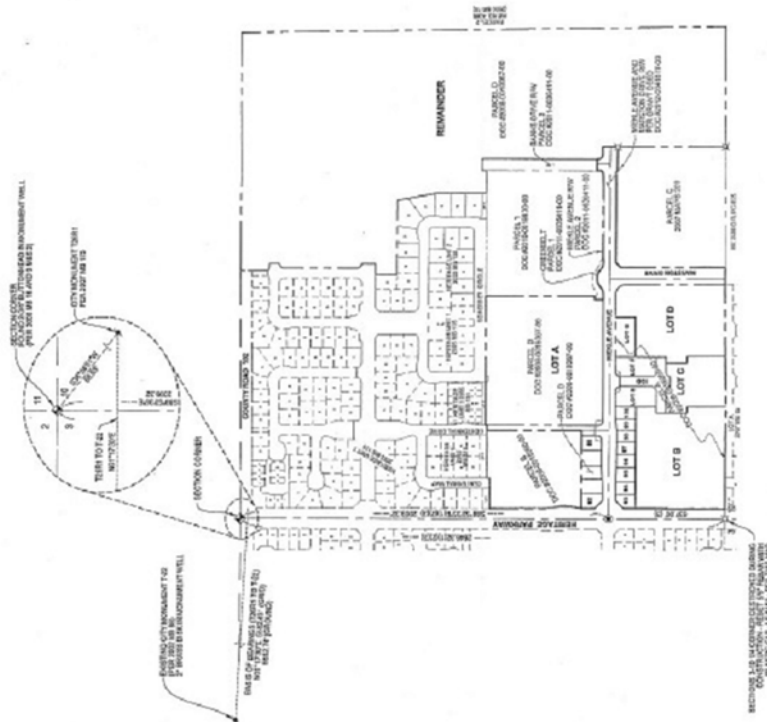
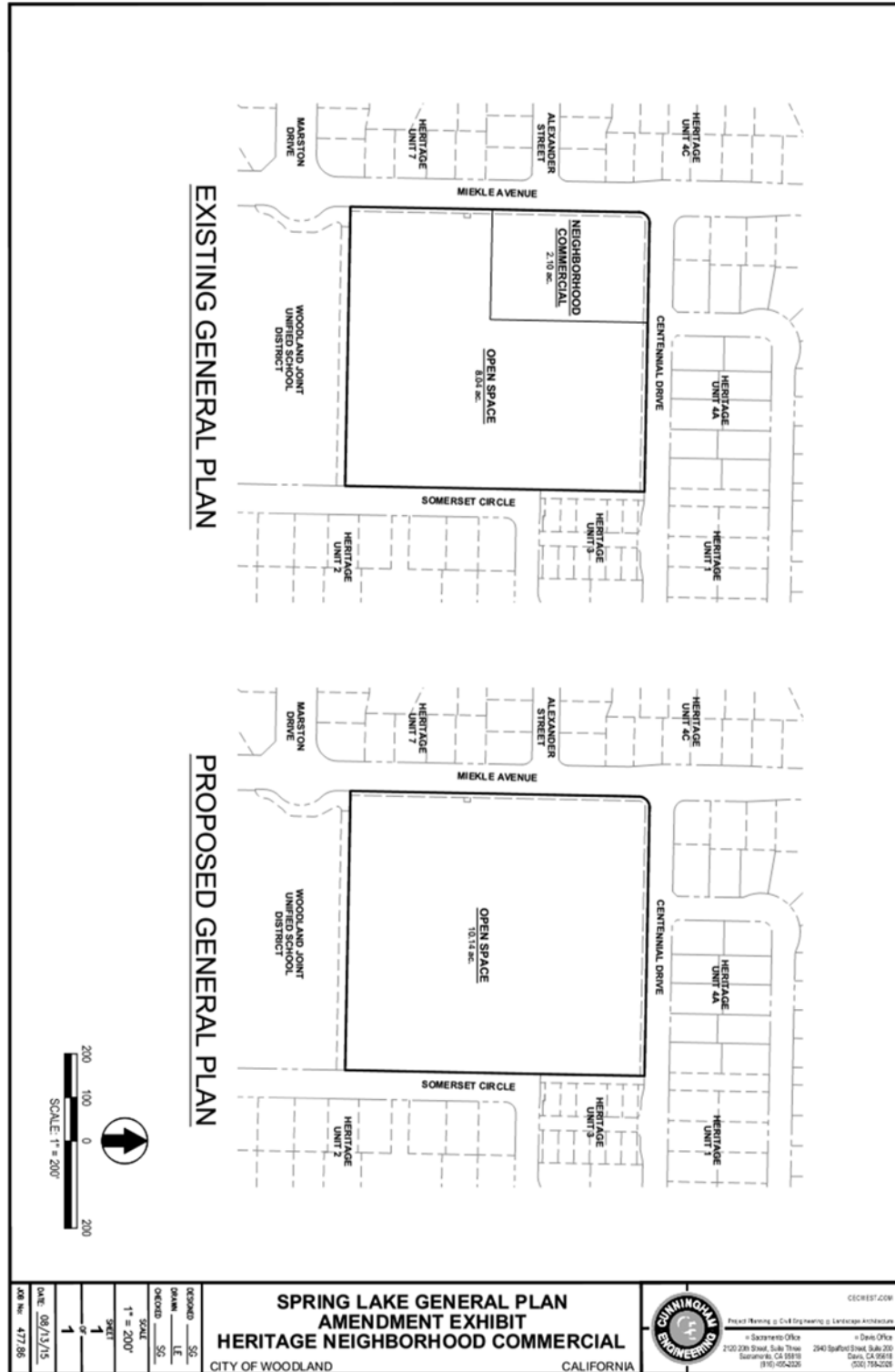
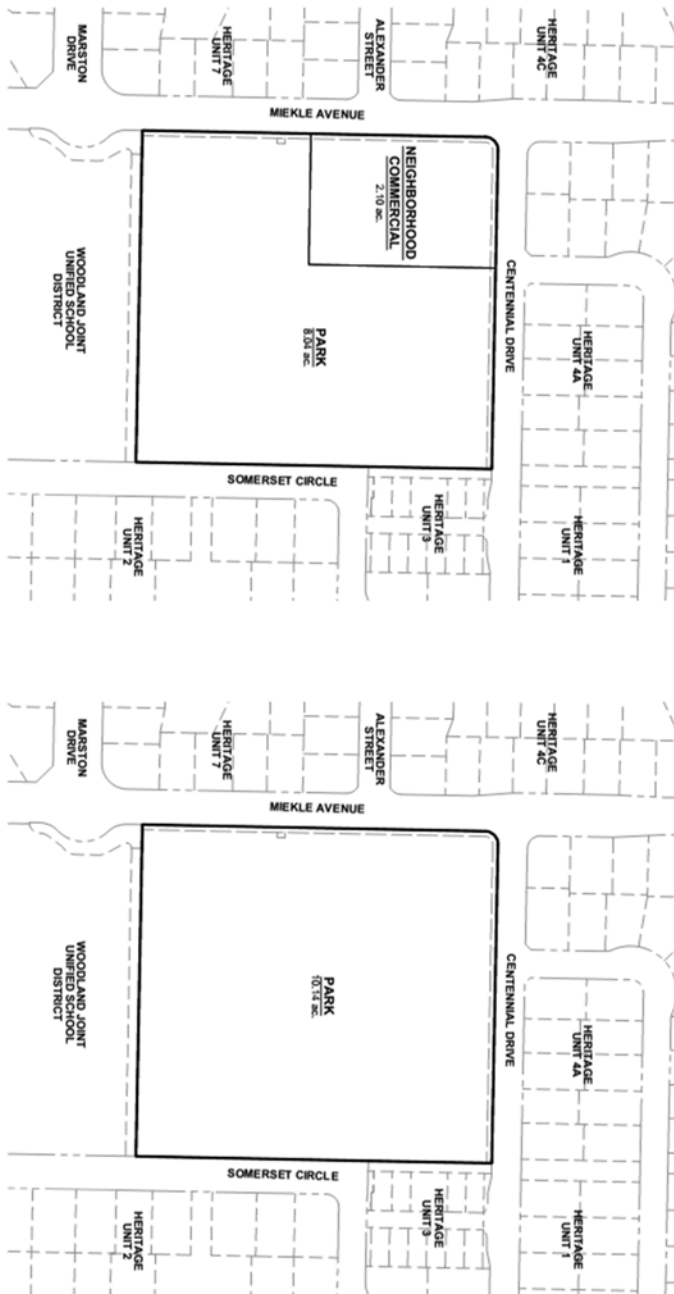


Exhibit "B"

General Plan and Spring Lake Specific Plan Amendments – 2 Acre Rezone from Neighborhood Commercial to Park/Open Space



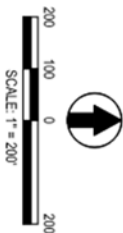
S:\AutoCAD\400\477 SPRING LAKES - 100\477-86 Neighborhood Commercial\477-86-01 GPA AMENDMENT\SHEETS\477-86-NC-GPA.dwg - GPA 8/13/2015 - 9:58AM Plotted by: LIZ



EXISTING SPECIFIC PLAN

PROPOSED SPECIFIC PLAN

		EXISTING LAND USE		PROPOSED LAND USE		DIFFERENCE	
LAND USE SUMMARY		AREA	TOTAL UNITS	AREA	TOTAL UNITS	AREA	TOTAL UNITS
PARK	PARK	8.04 ac.	0	10.14 ac.	0	2.10 ac.	0
NC	NEIGHBORHOOD COMMERCIAL	2.10 ac.	0	0.00 ac.	0	(2.10 ac.)	0
		0		0		0	



SPRING LAKE SPECIFIC PLAN
AMENDMENT EXHIBIT
HERITAGE NEIGHBORHOOD COMMERCIAL
 CITY OF WOODLAND CALIFORNIA

CSCWEST.COM

Project Planning & Civil Engineering & Landscape Architecture

Sacramento Office: 2100 20th Street, Suite Three, Sacramento, CA 95818 (916) 454-2325
 Davis Office: 2940 Spauld Street, Suite 200, Davis, CA 95618 (530) 756-2352

DESIGNED: S.C.

DRAWN: L.E.

CHECKED: S.C.

SCALE: 1" = 200'

SHEET: 1

DATE: 08/13/15

XREF No: 477.86

5: \\AutoCAD\600\477 SPRING LAKES - TOC\477-86 Neighborhood Commercial\477-86-01 SPA GPA AMENDMENT\SHEETS\477-86-NC-SPA.dwg - SPA 8/13/2015 - 9:51AM Plotted by: Liz

Exhibit “C”

FINDINGS AND CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER AREA PROJECT INCLUDING GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS TO REZONE LAND FROM R-3 TO R-4 SINGLE FAMILY RESIDENTIAL AND FROM NEIGHBORHOOD COMMERCIAL TO PARK/OPEN SPACE; TENTATIVE SUBDIVISION MAP #5048, AND DEVELOPMENT AGREEMENT

FINDINGS

CEQA Findings:

1. On August 15, 2000, the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).

The City Council subsequently adopted the following CEQA Addenda to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; 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); 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 ALC IV Woodland Spring Lake, LLC to modify land use designations and rezone a school site); j) 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); k) Addendum #11 (Resolution No. 6381 adopted February 3, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to rezone portions of the Cal West project site; l) Addendum #12 (Resolution No. 6420 adopted May 5, 2015) for the

purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership to rezone portions of the Spring Lake Central project site; and m) Addendum #13 (Resolution No. _____ adopted _____, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Turn of the Century, LLC to rezone a 2 acre portion of a 10 acre parcel from Neighborhood Commercial to Park/Open Space within the Heritage Remainder Project Area.

2. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provide that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.
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.
4. 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.
5. 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.
6. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

General Plan Consistency Findings:

1. The project is consistent with the General Plan.
2. The project is consistent with the purpose and intent of Housing Element.

Spring Lake Specific Plan (SLSP) Consistency Findings:

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

2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7, which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.
7. The project, as conditioned, meets all applicable park development regulations and design standards as specified in the SLSP.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-4 Specific Plan land use categories.
2. Multi family Residential (R-15) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-2 Specific Plan land use categories.
3. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Tentative Subdivision Map Findings:

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

Findings Related to Community Design Guidelines:

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

Findings Related to Other Regulatory Requirements:

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

**CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER AREA PROJECT
SPECIFIC PLAN AMENDMENT, TM #5048 AND 10 ACRE “LOT A” AS IDENTIFIED
IN SUBDIVISION MAP NO. 5019, AND DEVELOPMENT AGREEMENT.**

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

General Conditions

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the Tentative Subdivision Map #5048, improvement plans, and exhibits included in the _____ City Council staff report, as approved by City Council, for the Heritage Remainder project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions, and environmental documents.
2. Indemnification. The OWNER shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless the City of Woodland, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the subject application by the City, its legislative body, advisory agencies, or administrative officers. The City will promptly notify the OWNER of any such claim, action, or proceeding against the City, and the OWNER will either, at the City’s discretion, undertake defense of the matter and pay the City’s associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The OWNER shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees and a description of the dedications, reservations and other exactions.

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

7. Coordination of Plans. The OWNER shall be responsible for coordinating all plans to ensure consistency with all conditions of approvals, and including site plan, landscaping, and improvement plans, prior to submittal for review. Plans shall be coordinated and submitted to the Community Development Department as one package in accordance with plan check requirements.
8. Affordable Housing. The R-15 multifamily site’s unit low and very low units have been provided by the Terracina Development. The land dedication agreement requires that the 7.03 acre site provide 10% low units based on the ultimate density of that site at build out of the property. For example, if the site builds out at 10 units per acre, the affordable yield will be 7 units.

9. Inclusionary Housing Agreement. Prior to the City approving the OWNER's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
10. SLSP AHP Compliance. Prior to approval of tentative map(s), the OWNER shall show proof of compliance with the SLSP AHP.
11. Offsite Affordable Fee. The off-site affordable housing fee shall be paid for each single-family market rate unit for units created.
12. Affordable unit size. Affordable For-Sale Single Family units may be smaller in square footage than the Market-Rate units in a Residential Project that trigger the affordable housing obligation to a minimum unit living area of 850 square feet, however a mix of bedroom numbers and square footage among for-sale single family homes is desired.
13. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
14. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
15. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to development regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24, and 6.25.
16. Nexus Study. The OWNER shall comply with the requirements of the SLSP Nexus Study.

17. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, and 6.37.
18. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of the first final map requires that all lots have a building unit allocation. No final map shall be accepted by the City unless BUAs are assigned.
19. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City of Woodland Municipal Code relating to “Reservation of Lots for Public Sale” shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the OWNER shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value. Alternately, OWNER shall present evidence that finished lots are available in the adjacent Heritage and Heritage Park subdivisions, offered consistent with these requirements, to satisfy this condition.

Finance Department

1. Increased SLIF revenue generated by the additional residential units created through this rezone of the Heritage Remainder Project shall be allocated to cover future funding shortfalls, if any, within the 162-acre property originally known as the Russell Ranch Property, which may occur as a result of subsequent rezone approvals. Applicant’s rezone requests are to be made within 120 days following City Council final approval of the Heritage Remainder Project. The City shall diligently process such applications, so that the allocation of the increased revenue can be quantified, after which time the remaining SLIF revenue shall provide benefit to the Spring Lake Plan, and allocation of those units to cover any funding shortfall shall be determined by the City. The City may waive this condition 16 months following final approval of the Heritage Remainder project, subject to reasonable requests for extension.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), SLSP Development Regulations 2.35.3 (separated entry

walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 (relating to energy conservation.)

2. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
3. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development and Parks and Recreation Departments concurrent with public improvement plans and prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
4. Street Tree Master Plan. A Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plans shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Tree Division. OWNER shall submit a soils test, which will assist in appropriate species selection.
5. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
6. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits. OWNER shall be responsible for constructing three (3)

connecting access paths: 1) Lot “C” between Russell Circle and Marston Drive; 2) Lot “B”, just north of Banks Drive; and 3) at the eastern end of Zane Drive, just north of Lot 26. The pathways shall be designed to be ADA accessible. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit.

7. Greenbelts. OWNER shall construct the Lot “A” greenbelt at the time of construction of Phase 2, prior to issuing the first building permit in Phase 2 or at the discretion of the Community Development Director.. OWNER shall provide benches and tables with a shade structure and bike racks for the Lot “A” greenbelt to the satisfaction of the Community Development Department. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit. The proposed greenbelts are located on the east and north sides of the future school site.
8. Utility Design. The location of all utility structures shall be coordinated with, and depicted on, the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities), and 6.17 through 6.19 (general utility requirements).
9. Light pole location. Light poles shall not conflict with planting or shade trees throughout the site. Review shall be provided prior to issuance of final map.
10. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.
11. Compliance with State Water Conservation Ordinance. All yards and public landscaping shall be in compliance with the State Water Efficient Landscape Ordinance AB 1881, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. Plans shall be reviewed by the City for compliance prior to issuance of building permits.
12. Residential Fencing. All wood fence post and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on

plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing shall comply with Section 2.9 (c) of the SL Design Standards. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.
14. Privacy / Sound Wall. The required sound wall along the west side of County Road 102 shall be designed and constructed to be consistent with the existing adjacent sound wall and shall extend around the corner of CR 102 & CR 25A to the western lot line of parcel 192. The required privacy wall along the north side of County Road 25A shall be designed and constructed to be consistent with existing fencing on Heritage Parkway. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits. The privacy wall shall begin where the sound wall terminates on CR 25A. Landscaping and construction of the privacy/sound wall shall occur concurrently with adjacent development.
15. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the OWNER shall establish a neighborhood entry sign at the northwest corner of Promenade Drive and County Road 25A consistent with SL Design Standard 1.6.2, which may include small scale monument signs or themed art pieces. Entry sign to be constructed prior to issuing the first building permit in Phase 2 or at the discretion of the Community Development Director. The project shall also provide a “Welcome to Woodland Sign” at the northwest corner of County Road 102 and County Road 25A. The sign shall be similar in quality and in appearance and material to the other curved Entryway Signs throughout the City. A design specification for the sign and shall be prepared for review and approval by the City prior to approval of the final map. Construction of the “Welcome to Woodland” sign shall be concurrent with construction of the sound wall.
16. Prohibit RV Parking. Provisions in the CC& Rs for the Single Family (R-4) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC & Rs.
17. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.

18. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.

Energy Efficiency. The Project shall meet the minimum energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof photovoltaic energy systems or other alternate energy systems. The method and number of homes shall be identified at the time of submittal of building permits.

In addition, all homes shall be photovoltaic ready, and each home shall have outlets for electric vehicles in every garage or at the discretion of the Community Development Director. All homes shall be photovoltaic ready for a minimum 4-kilowatt solar panel system. Each home shall: 1) be pre-wired, 2) have adequate roof strength to handle solar panels, 3) south facing roofs to have few penetrations in order to accommodate solar panels, 4) a 200 amp main electrical panel, 5) space provide adjacent to main panel for solar disconnect and associated equipment (inverter). Each home shall have a dedicated 240-volt, 20-amp circuit for electric vehicle charging station in every garage, 6) garages shall have adequate ventilation as required for vehicle charging stations. Modification to above requires at the discretion of the Chief Building Official.

19. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
20. Lot width. Lot width shall be varied (SLSP 2.35.5) providing no more than three (3) of the same lot width in a row and shall vary by at least 3 feet or at the discretion of the Community Development Director.
21. “Lot A” Adjacent Lots. Lots adjacent to Lot “A” (Greenbelt) shall have homes constructed with “wrap around” porches or patios to provide additional opportunity for “eyes on the greenbelt”. Garages and driveways are prohibited from be constructed on the Greenbelt side of lots abutting “Lot A” or at the discretion of the Community Development Director.
22. Fencing: Fencing along green belt (Lot A) shall be constructed with a of 4-foot solid fence (4-foot maximum height for solid fence). Fences going up 6-feet shall require fence having 50% open (transparent) fence style for the remaining 2-foot fence.

23. Fence. Post and rail fence shall be constructed at the southern end of Lot A (Greenbelt) on the south side of bike path to the satisfaction of the Community Development Department.
24. Homes on lots 77 – 89 shall be only one-story homes at the time of initial construction.

SLSP Mitigation Measures:

1. Mitigation Requirements. The OWNER shall comply with all mitigation measures required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigation measures.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to issuance of building permits, house plans shall be reviewed for consistency with interior noise level requirements, particularly for second floor bedrooms.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the OWNER shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. A fully executed agreement, signed and recorded with the County, shall be provided as evidence.
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 the

proposed activity is planned to begin to determine if any nesting birds of prey would be affected.

6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (prepared by Wallace-Kuhl & Associates, dated August 2, 2012) shall be complied with in the development of this project.
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-emission heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
8. Mosquito Vector Control. Prior to each construction season OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
9. Construction Recycling. Prior to the commencement of construction on any project, the OWNER shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
10. Dust Suppression. OWNER shall comply with all dust suppression requirements during all grading and construction activities. (SLSP Regulation 7.4)
11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
12. Cultural Resources. During grading or any site work development, OWNER shall comply with Development Regulation 7.22. (MM 4.10-1)

Development Engineering

Roadways County Road 102

1. The OWNER with the first final map shall widen County Road 102 to its current Spring Lake width from its current width section (including landscape & sound wall) north of the project to County Road 25A plus transition south of Road 102 and turn lanes as determined by the City. Minimum turn lane lengths are as follows: 400' NB left, 325' SB right, and 325' SB

left. 120' tapers shall be used. Acceleration lane for right turns from future 25A connection shall be a minimum of 250'.

2. Improvement of the County Road 102/25A intersection shall include underground improvements and foundations for the future traffic signal.
3. The tentative map shall include a proposed cross section for County Road 102 south of County Road 25A subject to review and approval by the City.
4. Striping of County Road 102 shall include enhanced or specialized bike lane striping subject to review and approval of the City.
5. Existing pavement sections on County Road 102 shall be micropaved through the limits of widening. Existing striping to be removed prior to micropaving.
6. County Road 102 design shall include an AC dike along the western edge of the road section north of the intersection with County Road 25A continuously to the north edge of the improvements or equivalent improvement as determined by City.

County Road 25A

1. OWNER shall prepare a preliminary design for the alignment of the County Road 25A connection with first final map in Phase 1. OWNER shall construct full width improvements including turn lanes and landscaped path from Road 102 to Promenade Drive with the first final map in Phase 2.
2. The eastside driveway entrance shall be constructed with the County Road 102 improvement and be improved to have a minimum of 50' length of full street (32') section aligned with (future) County Road 25A and then transitioned back to its existing section.
3. The landscaped multi-use bike path shall be extended to Mickle Avenue with the phase 2 improvement plans.
4. The minimum turn lane lengths for County Road 25A shall be as follows: EB Left 250' (120' transition).
5. County Road 25A shoulder (in the 8' bike lane/shoulder) section shown shall be full width AC.

Zane Drive

1. OWNER shall complete Zane Drive except north side sidewalk and landscaping with first final map in Phase 1. Plans shall include photometrics and north side street lights, however north side street lights may be deferred (with City approval).

2. The first final map in Phase 1 improvements for Zane Drive shall include the subdivision trail north of Lot 26.
3. Design of the traffic circle shall be submitted to the City for approval and shall include architectural enhancements prepared by a licensed landscape architect.

Banks Drive

1. Lotting on the south side of Banks Drive in the vicinity of Lot 138 shall be modified to accommodate both the south side bulb out and driveways for the lots.
2. The subdivision trail north of Banks Drive (Lot B) on the east side of the school shall be constructed. OWNER shall construct a complete cross section of Banks Drive and shall remove the existing turn around with the Phase 1 improvements.

Miekle Avenue

1. The first final map shall remove stub street at Lot 188 and extend the north south curb, gutter, sidewalk, and landscaping.

Traffic conditions

1. Traffic calming is required on Banks Drive, Promenade Drive, & Miekle Avenue through the limits of the project, specifically at the intersections and crosswalks as well as along the length of the roadway. This may include chicanes, traffic circles, medians, speed tables, humps, speed feedback signs, lighted crossings or other measures to be approved by the City. With the first final map, OWNER shall submit a concept for the entire length of Banks Drive, Promenade Drive, & Miekle Drive, for the approval of the City. For logical consistency some of the measures within phase 2 may be required to be constructed in phase 1, at the discretion of the City.
2. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.
3. The full extent of Miekle south of Heritage Parkway, and Banks Drive and Promenade Drive if used for construction access and any other roads used for access to the project site shall be repaired, crack sealed, microsurfaced and restriped at the end of the project (second final map).
4. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.
5. The first phase final map shall include preliminary (10%) design for a roundabout at the future intersection of County Road 25A and Miekle Avenue. This 10% Design of the roundabout including modifications to the greenbelt and/or drainage canal shall be to the

satisfaction of the City. If deemed necessary by the City the quantity and configuration of lot(s) on R-15 site and “A” Court maybe required to be adjusted to accommodate the roundabout and minimize encroachment into the urban forest / greenbelt and drainage canal.

6. OWNER shall remove the unused ramp across from Lot 68 and replace it with sidewalk and planter space as determined by the City.

Map circulation

1. All intersections shall have a minimum 90 degree intersection with 130’ tangent lengths in all directions from the center point of the intersection; unless an alternate design is approved by the City Engineer.

Easements and Right of Way

1. OWNER shall acquire and dedicate right-of-way from Parcel 42-01-17 as needed for the completion of Zane Drive and the connecting subdivision trail to CR 102 prior to approval of the first final map.
2. Appropriate easements shall be required for City-maintained facilities located outside of City-owned property or the public right-of-way.
3. OWNER shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
4. A seven foot public utility easement back of separated sidewalk (ten feet behind monolithic), adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception will be made on Arterial roads with green belts of 20’ or greater.
5. Prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.
6. Phase 1 map shall include abandonment/vacation of the street stub shown on Miekle Drive south of Marston Drive.
7. The final map shall identify relinquishment of access rights along CR 102, 25A, and Marston Drive.

Wastewater and Sewer Collection System

1. The OWNER shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.

2. Each parcel of property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
3. The Tentative Map Sewer Plan showing sewer routing, pipe slopes, and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.
5. OWNER shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.
6. Sewer laterals are to be stubbed to the north side of Zane Drive.
7. Zane Drive sewer system shall be completed to City standards, including mains, manholes, cleanouts, laterals, and appurtenances.

Storm Water

1. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only; final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water, and sewer studies.
2. Drainage improvement plan shall include measures for treatment and control of storm drainage of adjacent parcels (APN 043-030-17, undeveloped remainder parcels, and the future school site) and treatment of any runoff prior to entering the City system.
3. Drainage improvements shall include modification and or piping of existing ditch along and perpendicular to Banks Drive.
4. Zane Drive storm water system shall be completed to City standards including storm drain main, inlets, manholes, laterals, and appurtenances.

Storm Water Quality Control

1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMPs to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.

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

Water Infrastructure Conditions

1. All materials and installation of the water system shall be at the OWNER's expense per City of Woodland Standard Specifications and Details.
2. Until such time as actual service connections are approved for the subdivision, the City may withhold water service due to a water shortage declared by the City.
3. The Tentative Map Water Plan showing water routing, sizing, and locations are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Per the City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
5. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
6. When a median strip is to be installed in the center of a street, the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
7. Zane Drive water system shall be completed to City standards including the 12" main, valves, hydrants, laterals and appurtenances.
8. OWNER shall install one water testing station with the Phase I map. To be installed when determined by the City.
9. The public improvement plans shall have separate metered services including water for all publicly maintained landscaped areas.

Grading

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative Map Grading and Drainage Plan showing grading and drainage information 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. Overland Release calculations will need to be carried to the outlet control point at CR 102 and include water surface elevations from the control point to the developed site.
4. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
5. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
6. Stockpiled dirt on parcel 3 (future R-15 site) may have a high alkalinity. Prior to grading OWNER shall test the soil and if the pH is greater than 7.5, the OWNER shall submit to the City recommendation(s) for an amendment(s) to the City for approval and shall amend the soil accordingly. OWNER shall amend soil in accordance with recommendation and grade it uniformly across the site to minimize the impact on plant growth.
7. On remainder of site, OWNER shall test and soil and submit recommendations for amendment to the City for approval and shall amend the landscaped component accordingly.

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 off-site infrastructure improvements, as approved by City Council and defined

in the City Fee Schedule. If OWNER pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.

3. OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.
4. Prior to any final map OWNER shall pay AMR fees for public meters in accordance with the current fee schedule. For reference the 2013 AMR fee is \$203 per meter.
5. ~~OWNER agrees to pay Fifty Thousand Dollars (\$50,000.00) towards park development design for the SLSP Neighborhood Park N-3, within 45 days of rezone approval of the commercially zoned land (on Yolo County APN 42-030-47). This payment is a non-reimbursable, non-SLIF cost, in order to begin preliminary design of the park immediately following the rezone of APN 42-030-47.~~
6. Prior to approval of a large parcel map for sale only, or if the project goes directly to small lot final map, the OWNER shall prepare a legal description and a separate map and shall dedicate the greenbelt between the park and the school site. The Greenbelt shall be 20' in width. Land shall be reimbursable from the SLIF at the cost of \$25,000 per acre subject to reimbursement policies. The first small lot final map submitted shall prepare preliminary plans for the greenbelt sufficient to identify key infrastructure components and a cost estimate. The OWNER shall deposit 134% of the cost estimate (cost +24% soft cost +10% contingency) with the City for the greenbelt to be constructed concurrently with the park. These costs shall be reimbursable from the SLIF subject to reimbursement policies.
7. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements, and/or other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees and a description of the dedications, reservations and other exactions.

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

8. Prior to final map approval, the OWNER shall pay alternative transportation fee of \$208.00 for operations and \$35.00 maintenance fee per DUE, prior to approval of final map.

9. Prior to approval of the first final map, OWNER shall pay the balance of the public art in lieu payment, which is THIRTY THOUSAND DOLLARS (\$30,000), as set forth in Section 4.31 of the Development Agreement.

4.31 Public Art. OWNER shall incorporate at least one public art feature from a commissioned artist. The maximum dollar amount shall be \$60,000 for the entire Russell Property of which \$30,000 has been paid. Public art can be incorporated into the subdivision amenities or into one of the SLSP Landmark / Monumentation entryway features. This artwork is intended to be in addition to other required subdivision features (i. e. neighborhood entry features and roundabouts features). The theme and conceptual design of public art feature(s) shall be approved by the Planning Commission. CITY agrees that in the event CITY institutes a Citywide or a Specific Plan wide fee for the purpose of funding public art, that OWNER shall be exempt from that fee as a result of this contribution.

Landscaping

1. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
2. A registered landscape architect shall design landscape, sound wall, and privacy wall improvements, which shall be per the SLSP and other City Standards, as applicable.
3. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
4. Prior to landscape submittal OWNER shall submit concepts for approval for the Heritage and Zane entryway features, sound walls, monuments, and other entry way features.
5. Landscape plans for Lot B shall include completion of landscaping along Somerset Circle and both sides of the path extending south from Somerset Circle.
6. OWNER shall submit for approval by the City a cross section for the subdivision trails prior to approval of the first final map.
7. The improvement plans shall include meandering of the concrete path along County Road 25A as necessary to plant trees in the north and south sides of the path.

General Conditions

1. Prior to final map approval, the OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City.

2. Developer shall document and show evidence that all tentative map conditions are met upon submittal of the final map.
3. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed street names to Fire Department for approval with a copy to Engineering Division prior to improvement plan or final map submittal.
6. Prior to final map approval, the OWNER shall obtain a County encroachment permit for transition work on CR 102.
7. OWNER shall comply with County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Prior to the approval of any construction permits, grading permits, or the improvement plan, the existing well shall be abandoned. Prior to abandonment of the well, the OWNER shall provide to the City permission from all recipients that receive water to abandon the well.
8. OWNER shall conform to all mitigation measures required in the Environmental Impact Report (EI.) and traffic study.
9. Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, streetlights, landscaping, and railroad crossing improvements.
10. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map, if required by the City.
11. If improvements are constructed and/or installed by a party or parties other than the OWNER, which improvements benefit OWNER's property, OWNER shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) to Developer.
12. If conditions for the project require OWNER to construct improvements that benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

13. OWNER shall pay the MPFP single-family dwelling unit development fees for any second unit larger than 600 square feet.
14. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
15. This project is subject to the construction and demolition debris recycling and diversion ordinance; Chapter 23C-13-(1-10) of the City Municipal Code
16. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans. Joint trench shall be stubbed to the north side of Zane Drive.
17. If project conditions require the OWNER to construct improvements that serve the entire City and are included in the City's Development Impact Fee Program, or other funded program, the OWNER may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
18. Prior to approval of a final map, OWNER shall secure rights-of-way, rights of entry, and any permits necessary to construct improvements required by the final map conditions of approval.

Fire Department

1. Weed Abatement. The OWNER shall comply with the City of Woodland Weed Abatement Ordinance. Lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property that bears seeds of a wingy or downy nature maintained so as to meet the City of Woodland standards.
2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code, and the City of Woodland Standard Specifications and Details, 2010 edition. The OWNER shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on-site fire hydrants shall be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to installation.

Building Division

1. OWNER shall be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans shall be complete at the time of submittal, as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration License.
4. The project shall be in compliance with FEMA regulations.
5. Residential buildings incorporating concrete slab foundations located in areas known to contain expansive soils, (which includes all of the Spring Lake Development--see the applicable soils reports for reference), shall comply with *Woodland General Plan Policy Document, Part II, Policy 8.A.9, "The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil"* and shall comply with *2013 California Residential Code (CRC) R403.1.8.1 & 2013 California Building Code (CBC) 1808.6*.

Footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6* **and for special-bending-resistant concrete slab foundations** the design shall be in accordance with *CBC 1808.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations* and in addition to any additional or more restrictive recommendations as noted in the geotechnical engineering report.

Plans and structural calculations for **special-bending-resistant foundations and calculations must be stamped and signed by a California registered civil or structural engineer or architect** and show rigorous compliance. Additionally, where the slab foundation engineer is different than the engineer or architect of record (EOR/AOR) responsible for the structural design of the building, a letter must be submitted from the EOR/AOR stating that he/she has reviewed and coordinated the foundation plans and calculations and that they conform with the intent of his/her structural design as required by *CBC 107.3.4.1*. Where PT slabs are installed, City of Woodland recommends stamping the slab (typically in the garage where visible) with the warning: "Do not bore, saw or drill slab - tensioned cables below" or similar cautionary language.

Police Department

1. The project shall be in compliance with the Uniform Security Code, Chapter 6 of the Building Code, Article 1, section 6-1-8.

Yolo Solano Air Quality Management District

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP)
2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under Yolo Solano Air Quality Management District Rule 2.5 Nuisance.

Exhibit “D”

Existing Land Use Regulations

Spring Lake Specific Plan

On December 18, 2001, the City Council adopted the Spring Lake Specific Plan (SLSP) (Resolution No. 4330). The SLSP has since been amended several times:

1. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff identified errata;
2. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
3. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring Lake Planning Group LLC; and
4. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project.
5. November 16, 2010 (Resolution 5147) to amend the Spring Lake Specific Plan to remove reference to the Gibson Road Bike/Pedestrian overcrossing and the Class 1 bike path south of Gibson Rd between Pioneer High School and Woodland Community College.
6. December 14, 2010 (Resolution No 5160) to amend the Spring Lake Specific Plan land use designations to relocate the neighborhood commercial and park site on the Cal West property, eliminate a school site and R-5 single-family acreage and increase the R-8 and R-15 acreage.
7. March 5, 2013 (Resolution No 6155) to amend the Spring Lake Specific Plan land use designations to rezone a 10-acre school site and a 6.22-acre R-20 Multi-family site to 16.22 acres of R-8 single family.
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).
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 (Cal West).
10. May 19, 2015, to amend the Spring Lake Specific Plan land use designations to rezone portions of the Spring Lake Central Project Area and to reconfigure the subdivision and development proposal.
11. [DATE], to amend the Spring Lake Specific Plan land use designations to rezone a 2 acre portion of an existing 10 acre parcel from Neighborhood Commercial to Park/Open Space.

Spring Lake Design Standards (Adopted May 20, 2003 – Resolution 4433)

Spring Lake Affordable Housing Plan (Adopted May 20, 2003 – Resolution 4438 as amended (Ord No. 1393, § 3 (part); Ord. No. 1487, § 3 (part).)

Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution No 4421 and Amended November 18, 2003 Resolution 4429).

**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

Turn of the Century, LLC, Second Amendment to the Development Agreement

Ordinance No. _____

This Memorandum of Agreement is made and entered into by and between Turn of the Century, LLC, and the City of Woodland, a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

CITY and 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.

Turn of the Century 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]

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING THE PURCHASE AND SALE AGREEMENT BETWEEN TURN OF THE
CENTURY AND THE CITY OF WOODLAND AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AMENDMENT**

WHEREAS, the Spring Lake Specific Plan identifies construction of a certain eight-acre park, referred to as the “N3 Park,” and an additional two acres adjacent to the eight acres as neighborhood commercial; and

WHEREAS, Turn of the Century owns approximately 10 acres of real property in the City of Woodland, identified as a portion of Assessor’s Parcel Number 042-030-047-000 and 042-030-049-000, located at the southeast corner of Meikle Avenue and Centennial Avenue, in the Spring Lake Specific Plan Area (the “**Property**”), comprising the land that would be used for both the eight-acre park and the two-acre neighborhood commercial use; and

WHEREAS, Turn of the Century submitted an application to the City requesting that the two-acre neighborhood-commercial use be rezoned to single-family residential as constructing the neighborhood-commercial uses was not commercially viable; and

WHEREAS, the City sought input from the Spring Lake area residents and desires to redesignate the two acres from neighborhood commercial to park use rather than single-family residential uses; and

WHEREAS, the City desires to purchase the Property from Turn of the Century for the purpose of building a ten-acre neighborhood park in the Spring Lake Specific Plan Area; and

WHEREAS, the City and Turn of the Century have agreed to a purchase price of Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000.00) for the Property and that City shall make payments to Turn of the Century pursuant to a promissory note executed by the City for the debt owed solely out of Spring Lake Infrastructure Fee Park Fees; and

WHEREAS, at its October 6, 2015 meeting the City Council approved Resolution No. 6541, authorizing the city manager to execute the Purchase and Sale Agreement between Turn of the Century and the City of Woodland; and

WHEREAS, the City is also considering, simultaneously with this Resolution, entering into an agreement with Optimistic Partners for the purchase and sale of real property that will be used for a City neighborhood park referred to as the “N1 Park”; and

WHEREAS, the City, Turn of the Century, and Optimistic Partners have reached an agreement regarding the payment of the purchase prices for the two park properties and have agreed to enter into a reimbursement agreement, which is an attachment to the purchase and sale agreement between the City and Turn of the Century.

WHEREAS, the City, Turn of the Century, and Optimistic Partners desire to modify the language within the reimbursement agreement pertaining to timing of repayment of the 2-acre improvement costs contained with the N3 Park Purchase and Sale Agreement and other clarifying changes to be consistent with the N1 Park Purchase and Sale Agreement.

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

1. The Purchase and Sale Agreement for the City's purchase of the Property between the City of Woodland and Turn of the Century is hereby amended but shall only be executed and in full force and effect if the City Council also approves the purchase and sale agreement between the City of Woodland and Optimistic Partners for the purchase and sale of the real property that shall be used by the City for the N1 Park.

2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement as amended and attached to this Resolution as **Attachment A**, and may, in consultation with the City Attorney, make minor modifications to the agreement provided that the negotiated purchase price does not change.

PASSED AND ADOPTED by the City Council of the City of Woodland on this 15th day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSENT:

ABSTENTIONS:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Attachment A - Purchase and Sales Agreement

**FIRST AMENDMENT TO THE AGREEMENT FOR THE
PURCHASE AND SALE OF REAL PROPERTY FOR THE “N3” PARK**

This First Amendment is to the Agreement for the Purchase and Sale of Real Property (“Agreement”) for the “N3” Park and is entered into as of the _____ day of _____, 2015, between TURN OF THE CENTURY, a Delaware limited liability company as seller (“**TOC**”) and the CITY OF WOODLAND, a municipal corporation of the State of California as buyer (“**City**”), who shall individually be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, the City and TOC entered into that certain agreement for the purchase and sale of 10.14 acres of certain real property located in the Spring Lake Specific Plan area of the City of Woodland, in the County of Yolo, State of California, which is identified by the Yolo County Assessor’s Office as a portion of Assessor’s Parcel Number 042-030-047-000 and 042-030-049-000, located at the southeast corner of Meikle Avenue and Centennial Avenue; and

WHEREAS, TOC desires to sell the Property to City for purposes of City’s use as a neighborhood park, referred to as the N3 Park, pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, the Agreement contained a Reimbursement Agreement between City, TOC, and Optimistic Partners, which is separately selling a piece of property to the City for the City’s construction of a neighborhood park referred to as the “N1” park; and

WHEREAS, since the execution of the Agreement by the parties, additional negotiations have occurred with respect to the Reimbursement Agreement, and the parties now desire to amend the Agreement to include an amended Reimbursement Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Replacement of Exhibit E of the Agreement. Exhibit E of the Agreement, the Reimbursement Agreement, is hereby replaced in its entirety, as shown in **Attachment A**, attached hereto and incorporated herein by reference.

2. General Provisions.

A. Authority to Enter First Amendment. Each Party represents to the other that the person executing this First Amendment has the requisite power and authority to execute this First Amendment and to bind each respective party.

B. Counterparts. This First Amendment may be executed in counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts. Delivery of an executed

counterpart of this Amendment electronically in a portable document format (.pdf) or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below, the latter of which shall be the “**Effective Date**”, and City and TOC hereby acknowledge receipt of a copy of this Agreement.

CITY OF WOODLAND, a
California municipal corporation

By: _____
Paul Navazio, City Manager

Date: _____

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

TURN OF THE CENTURY, a
Delaware limited liability company

By: _____

Date: _____

ATTACHMENT A
EXHIBIT E
REIMBURSEMENT AGREEMENT

[See next page]

Recording Requested by
and when recorded return to:

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

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“**Agreement**”), entered into this _____ day of _____, 2015, is by and between the City of Woodland (“**City**”), Turn of the Century, a Delaware limited liability company (“**TOC**”), and Optimistic Partners LLC, a California limited liability company (“**OP**”). City, TOC, and OP are each referred to herein as a “party” and collectively as the “parties.”

WHEREAS, the City has entered into that certain Agreement for the Purchase and Sale of Real Property with OP (“**OP PSA**”) for the City’s purchase of a certain seven and fifty-five one-hundredths (7.55) acres of real property owned by OP for the City to eventually use as a park, referred to as the “N1” park property (“**N1**”), provided first that OP will contribute certain agreed-upon amounts toward certain park improvements for an approximately two acre area of the property; and

WHEREAS, City has also entered into a purchase and sale agreement with TOC (“**TOC PSA**”) for the City’s purchase of a certain approximate ten (10) acres of real property owned by TOC for the City to eventually use as a park, referred to as the “N3” park property (“**N3**”); and

WHEREAS, the payment of the purchase price for the real property described in the TOC PSA is to be paid pursuant to the Promissory Note (“**TOC Note**”) in the form attached as Exhibit C to the TOC PSA, which TOC Note is secured by the Deed of Trust (“**TOC Deed of Trust**”) in the form attached as Exhibit F to the TOC PSA; and

WHEREAS, the payment of the purchase price for the real property described in the OP PSA is to be paid pursuant to the Promissory Note (“**OP Note**”) in the form attached as Exhibit E to the OP PSA, which OP Note is secured by the Deed of Trust (“**OP Deed of Trust**”) in the form attached as Exhibit G to the OP PSA; and

WHEREAS, the OP Note and TOC Note each respectively provide that City will make certain payments to OP and TOC, respectively; and

WHEREAS, the purpose of this Agreement is to (i) describe the sources and timing of the City’s payments to TOC required by the TOC Note and to specify the sources and timing of the City’s payments to OP required by the OP Note and reimbursement for N1 park improvement costs owed to OP pursuant to the OP PSA, and (ii) collateralize and encumber the

Spring Lake Infrastructure Fee for Parks (“**SLIF Park Fees**”) which are paid to the City such that the required payments are made by the City to TOC and OP; and

WHEREAS, the parties acknowledge that in consideration of OP’s and TOC’s willingness to advance the cost of N1 and N3 and advance certain of its improvement costs by agreeing to delay the payment of the remuneration otherwise owed to them, the City is required pursuant to this Agreement to manage the collection of SLIF Park Fees in trust for the exclusive purpose of repayment of the OP Note and the TOC Note until they are repaid in full, subject only to the enumerated exceptions contained in this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. **Source of Payment.** Subject to the requirements of the TOC Note and TOC Deed of Trust, TOC understands and agrees, and subject to the requirements of the OP Note and the OP Deed of Trust, OP understands and agrees that the entirety of the purchase price for their respective properties shall be exclusively paid for by City with SLIF Park Fees. SLIF Park Fees are required to be paid by developers and builders in the Spring Lake Specific Plan area in order to fund the cost of park improvements, facilities and park land acquisitions required to serve the Spring Lake Specific Plan development. (As of January 1, 2015 the SLIF Park Fee is \$6,952 per single family unit and \$ 4,589 per multifamily unit.) For purposes of this Agreement, SLIF Park Fees shall be deemed to include payments made via Development Agreement for projects within the Spring Lake Specific Plan area in lieu of paying SLIF Park Fees or funding park obligations, and funds which may become available through other present or future source of revenues or funds available to fund parks in the Spring Lake Specific Plan area, through the Spring Lake Specific Plan Community Facilities District. The City may adjust the amount of the required SLIF Fees in order to provide for the build out of the parks in the Spring Lake Specific Plan area, but in no case shall any revisions by the City to the Park SLIF Fees result in delay of the timing or amount of the collection of the SLIF Park Fees until after such time as payment in full has been made for N3 and N1. Within this Agreement, potential timing impacts to fee collection which could result in any proposed increase in SLIF Park Fees is excluded from this restriction. SLIF Park Fees shall be collected and deposited in a segregated fund account (“**Segregated Fund**”) consistent with accounting practices for AB 1600 Fees. The balance of the SLIF Park Fees being held by the City in the Segregated Fund as of the date of this Agreement is \$1,798,726, after setting aside \$294,859 on July 1, 2015 for the Sports Park Debt payment due in June of 2016.

3. **Required Payments from the Segregated Fund.** With the exception of those amounts described in Section 3a., 3b., and 3c. below, the required interest payments described in 3d., and the permitted payments described in Section 4 below, all SLIF Park Fees collected shall first be paid to satisfy payments of the principal balance of the N3 Note until the N3 Note is fully paid. Thereafter, all SLIF Park Fees collected shall be paid to satisfy payments of the principal

balance of the N1 Note until the N1 Note is fully paid. In no event shall any amounts greater than \$10,000 be held as reserves in the Segregated Fund to the extent that such amounts would otherwise be available for the payments of the principal balances owed under either the OP Note or the TOC Note, as applicable.

a. Sports Park Debt Amortization. As of September 30, 2015 there was an outstanding obligation to pay a \$676,091 debt balance remaining for the City's Sports Park located at 2001 East Street ("**Sports Park Debt**"). Before paying TOC for N3 and before paying OP for N1, the parties agree and understand that the City shall first use the SLIF Park Fees to retire the Sports Park Debt. The City anticipates paying the balance of the Sports Park Debt over three years with an annual installment of \$294,000 for two years, beginning in July 2016 (which payment amount is expected to be \$294,859, with a final \$86,442 payment in the third year. The parties also agree and understand that the City shall annually, at the beginning of each fiscal year, set aside the Sports Park Debt payment for the following year. The first payment set aside under this Agreement in the amount of \$294,859 occurred on July 1, 2015 for the payment due June 2016.

b. N3 Park Improvements. After funding the annual Sports Park Debt payment for the year, the City shall accrue the SLIF Park Fees for the payment of the City's costs of construction of N3 park improvements until such cost is paid in full. The City estimates that the N3 park improvements will cost between \$2,500,000 and \$3,000,000. These costs include construction, change orders, design, construction management and inspection and staff management costs. The City agrees to limit the amount of any contract award for the N3 park improvements to no more than \$2,400,000 and to limit construction change orders (contingency and errors and omissions) to no more than \$150,000); provided that to the extent that the actual costs of the N3 park improvements exceed the foregoing limitations by reason of circumstances which could not be reasonably foreseen by the City or its contractors or by reason of an error or omission in the plans for the N3 park improvements, then City shall not be prohibited from utilizing additional SLIF Park Fees to the least extent possible, for completion of the construction of the N3 park improvements. The parties intend that to the greatest extent practicable, soft costs will be minimized in order to maximize the actual construction of the N3 park improvements within the budget constraints described in this paragraph. The City agrees to use its best efforts to complete the necessary work to begin construction of the N3 park improvements before June 30, 2016, in order to complete construction, including planting of the N3 park, no later than November 1, 2016. The parties acknowledge that construction of the N3 park improvements is subject to the availability of SLIF Park Fee revenue at the time of any award of the construction bid for the N3 park improvements.

c. Reimbursement of N1 Park Improvements. Pursuant to and as expressly set forth in the OP PSA, the City shall reimburse OP for its contributed costs toward the park improvements on the applicable two acres of the N1 park. Such reimbursement shall not exceed the amount actually contributed by OP for such purpose. To the extent that the actual costs of the N1 Park Improvements exceed the OP Cost Cap by reason of circumstances which could not be reasonably foreseen by the City or its contractors or by reason of an error or omission in the plans for the Park Improvements then City shall not be prohibited from utilizing additional SLIF Park Fees to the least extent possible to complete construction of the Park Improvements

irrespective of the cost thereof exceeding the OP Cost Cap. In addition to the foregoing, the City agrees to comply with all requirements and limitations of the OP PSA, including without limitation, Section 2d. of the OP PSA.

d. N3 Interest Payments and N1 Interest Payments. To the extent of available SLIF Park Fees after payment of those amounts described in Section 3a., 3b., and 3c. above, City shall make pari pasu payments toward accrued but unpaid interest to each of OP pursuant to the OP Note and to TOC pursuant to the TOC Note.

e. Annual Accounting and Payment Example. Within sixty (60) days following the end of each fiscal year, the City shall provide to OP and to TOC, an accounting of all SLIF Park Fees collected and disbursed, and shall make available to OP and TOC copies of and access to all supporting records and information regarding the collection and disbursement of SLIF Park Fees which may be necessary to confirm City's compliance with the requirements of this Agreement. For the avoidance of doubt and by way of example only, City, TOC and OP agree that the example attached hereto as Attachment 1, accurately reflects an example as to how payments are contemplated to be made pursuant to this Section 3.

4. Unscheduled Permitted SLIF Park Fee Usage. In addition to the permissible payments described in Section 3 above, the following payments may be made from funds that would otherwise be available to pay the N3 Note and the N1 Note.

a. After June 30, 2020, if and to the extent that (i) the City is not in default of the OP Note or the TOC Note, and (ii) all then accrued interest under the OP Note and the TOC Note has been fully paid, and (iii) at least 50% of the original balance of the TOC Note has been paid, then the City may disburse a total amount of up to \$100,000 per fiscal year and \$300,000 total in the aggregate for all years after such date, from the Segregated Fund for the purpose of funding other incidental Spring Lake Specific Plan area park capital improvements which are specifically for the benefit of neighborhood parks in the Spring Lake Specific Plan area.

b. In the event that construction of a multifamily development occurs on the properties zoned multifamily (tentative map #5027) which is in proximity to the 4 acre Central Park Site, SLIF Park Fees collected from that specific multifamily development may be used to acquire the Central Park Site and/or construct park improvements on the Central Park Site (should the City actually construct such park improvements). Otherwise, the SLIF Park Fees payable by the developer of the 4 acre Central Park Site shall be utilized for the payment of the N3 Note and the N1 Note.

5. Miscellaneous Terms.

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

b. Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses by certified mail, return receipt requested:

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

TOC: Turn of the Century
Attn: Melanie Mathews
173 Court Street, Suite D
Woodland, CA 95695
Phone: (530) 668-4056

OP: Optimistic Partners
Attn: Greg McNece
2525 Fifth Street
Davis, CA 95618

c. Entire Agreement. This Agreement, the TOC PSA and the OP PSA (and their exhibits) contain the entire agreement among the parties with respect to the reimbursement of the park improvements and park properties and may only be amended by a subsequent written agreement signed on behalf of both parties.

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

e. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

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

g. No Agency, Joint Venture, or Partnership. There is no agency relationship, joint venture, partnership, or other association among City, TOC, or OP, and nothing contained herein or in any document executed in connection herewith shall be construed as creating any such legal relationship.

h. Time of Essence. Time is of the essence of this Agreement and the rights and obligations provided for and contemplated herein. All times and dates in this Agreement are of the essence.

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

CITY OF WOODLAND, a
California municipal corporation

By: _____
Paul Navazio, City Manager

Date: _____

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

TURN OF THE CENTURY, a
Delaware limited liability company

By: _____

Date: _____

OPTIMISTIC PARTNERS, LLC, a
California limited liability company

By: _____

Date: _____

Legislation Text

9.

File #: 16-252, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report

Recommendation for Action: Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2015.

Staff Contact

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

Fiscal Impact

The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2014/2015.

Description	Amount
Beginning Balance as of July 1, 2014	(\$31,043)
<u>Revenues</u>	
Special Tax Collections	411,378
General Fund Transfer	0
<i>Subtotal Revenues</i>	<i>411,378</i>
<u>Expenditures</u>	
Administrative Expenses	(14,484)
Park Maintenance Costs	(343,761)
General Fund ¹	(3,118)
<i>Subtotal Expenditures</i>	<i>(361,363)</i>
Ending Balance as of June 30, 2015	\$18,972

¹ Fund Transfer, supporting Debt Service payments

Background

The Spring Lake Specific Plan (SLSP) was adopted by Council in December 2001. A portion of the park requirement for the SLSP was satisfied through purchase of ~28 acres of the 40 acre Sports Park. In order to help fund the cost of operations of the Sports Park, the landowners within the SLSP voted in favor of forming a Community Facilities District ("CFD").

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California

State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying the special tax and/or issuing a bond measure and shall contain a description of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded by the special tax measure.

This report (“Accountability Report”) has been prepared for the Spring Lake Maintenance Community Facilities District of the City of Woodland for the fiscal year ended June 30, 2015 pursuant to and in accordance with the requirements outlined in the Accountability Act. This report is attached for the Council’s review.

Discussion

On March 22, 2005, the City Council of the City established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”). The CFD is authorized to levy a special tax generally to provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to, athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of service include the cost of labor, materials, administration, personnel, equipment and utilities.

Revenues for the CFD are dependent on development activity in Spring Lake. Although the fund was overspent in fiscal year 2013/14, the increase in development within Spring Lake generated increased revenues resulting in the CFD ending fiscal year 2015 with a positive fund balance.

The City is legally required to maintain a separate fund to account for revenues and expenditures related to the CFD. The source of revenue in this fund is the annual CFD levy paid by the Spring Lake homeowners. Properties for which the City has issued a building permit are required to pay the maximum annual levy; undeveloped property is subject to these fees and has been assessed at a rate less than the maximum since FY2013/14.

Conclusion

Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2015.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kimberly McKinney
Finance Officer/Treasurer

Attachment: Spring Lake Maintenance Community Facilities District Accountability Report



CITY OF WOODLAND
SPRING LAKE MAINTENANCE
COMMUNITY FACILITIES DISTRICT

**LOCAL AGENCY SPECIAL
TAX ACCOUNTABILITY REPORT
FISCAL YEAR ENDED JUNE 30, 2015**

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
F. 760.510.0288

City of Woodland

Paul Navazio, City Manager
Kimberly McKinney, Finance Officer
Adam Devlin, Senior Accountant

300 First Street
Woodland, California 95695
T. 530.661.5849
F. 530.661.5848

Special Tax Administrator

Koppel & Gruber Public Finance
Scott Koppel and Lyn Gruber
334 Via Vera Cruz, Suite 256
San Marcos, California 92078
T. 760.510.0290
F. 760.510.0288

TABLE OF CONTENTS

BACKGROUND.....	1
SECTION I. SUMMARY	2
SECTION II. SPECIAL TAX COLLECTIONS & EXPENDITURES	3

BACKGROUND

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure by January 1, commencing January 1, 2002 and each year thereafter and shall contain a description of the following:

- (1) The amount of funds collected and expended.
- (2) The status of any project required or authorized to be funded by the special tax measure.

This report (“Accountability Report”) is being prepared for the Spring Lake Maintenance Community Facilities District (“CFD”) of the City of Woodland (“City”) for fiscal year ended June 30, 2015 pursuant to and in accordance with the requirements outlined in the Accountability Act.

I. SUMMARY

On March 22, 2005, the City Council (“Council”) of the City established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”). The CFD is authorized to levy a special tax to generally provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of services include the costs of labor, material, administration, personnel, equipment and utilities.

II. SPECIAL TAX COLLECTIONS & EXPENDITURES

A separate account is held by the City for the deposit of special taxes levied by the CFD and for the disbursement of authorized expenditures. The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2014/2015.

Description	Amount
Beginning Balance as of July 1, 2014	(\$31,043)
<u>Revenues</u>	
Special Tax Collections	<u>411,378</u>
General Fund Transfer	<u>0</u>
<i>Subtotal Revenues</i>	<i>411,378</i>
<u>Expenditures</u>	
Administrative Expenses	(14,484)
Park Maintenance Costs	(343,761)
General Fund ¹	<u>(3,118)</u>
<i>Subtotal Expenditures</i>	<i>(361,363)</i>
Ending Balance as of June 30, 2015	\$18,972

¹ Fund transfer, contribution to Debt Service.

\\SERVER\ClientFiles\Woodland\Spring_Lake\Admin\2015\CFD\SB 165 Report 2015.doc

Legislation Text

10.

File #: 16-256, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Approve Contract Amendment #3 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendment #3 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10, for a total amount not to exceed \$60,000.

Staff Contact

Ed Wisniewski, Associate Civil Engineer, 530-661-5975, ed.wisniewski@cityofwoodland.org

Fiscal Impact

The Recycled Water Project has an approved budget of \$6,550,000, and is funded through a 2014 Drought Emergency grant of \$2,000,000 (Prop 84/IRWMP) and a low-interest State Revolving Fund loan of \$4,500,000 (State Water Resources Control Board / Clean Water Program). The loan will be repaid with revenues received through the sale of recycled water.

The total project cost is estimated at \$6,500,000.

There is no impact to the General Fund.

Background

Kennedy-Jenks was selected to provide engineering services for the City's utility projects through a Qualifications-Based Selection (QBS) process conducted by City staff in February 2014.

The original Professional Services Agreement in the amount of \$386,000 for Kennedy-Jenks Consultants to provide professional engineering design for the City's Industrial Park Recycled Water Project, CIP 15-10, was approved by City Council on August 19, 2014. On July 21, 2015, City Council approved contract amendments #1 & #2 for additional design outside the original scope of work with Kennedy-Jenks in a total amount of \$62,063, bringing the current total contract amount to \$434,439.

The original agreement and subsequent amendments cover design of the project to convey treated water from the Water Pollution Control Facility (WPCF) to the industrial area of the City, but do not include services during bidding or construction. The Industrial Park Recycled Water Project is currently out to bid with bid opening scheduled for January 21, 2106.

Discussion

Kennedy-Jenks' original scope of work covers the project design phase only and does not include bidding or construction services. Services during bidding are needed so that the designer can provide responses to bidder questions, attend a pre-bid meeting, assist in issuing bid addendums, and prepare conformed construction documents. The scope of construction services covers responses to contractor submittals, responses to requests for information (RFIs), construction meeting attendance, and preparation of as-built record drawings.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendment #3 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10, for a total amount not to exceed \$60,000.

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE CONTRACT AMENDMENT #3 WITH KENNEDY JENKS
CONSULTANTS FOR THE INDUSTRIAL PARK RECYCLED WATER
PROJECT, CIP 15-10**

WHEREAS, the project has an approved budget of \$6,550,000 made up of sewer enterprise (\$550,000) and water enterprise (\$6,000,000) funding; and

WHEREAS, the City Council wishes to approve the contract amendment and authorize their execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves amendment #3 for a total amount not to exceed \$60,000. The City Manager is hereby authorized and directed to execute the contract amendments, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED this 15th day of December 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

11.

File #: 16-255, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Increase the Fiscal Year 2015/16 Water Conservation Rebate Budget
Appropriation by \$15,000

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2015/16 appropriation of \$15,000 for water conservation rebates in the Water Conservation Program budget.

Staff Contact

Jordan Power, Water Conservation Coordinator - 661-2067, jordan.power@cityofwoodland.org

Fiscal Impact

This action will increase the FY 2015/16 discretionary budget for the Water Conservation Program from \$43,013 to \$58,013 and the program's total annual budget from \$269,193 to \$284,193. The Water Conservation Program is funded by water utility fees.

Background

For several years, the Water Conservation Program annual budget has included \$10,000 for utility customer rebates. Until FY 2014/15, the rebate budget exceeded rebate requests each year. With the public's increased engagement in water conservation in FY 2014/15, however, the \$10,000 that was budgeted for rebates lasted only until April 2015, and then \$6,052 was added from other budgets before all available funds were finally exhausted in June 2015. The Water Conservation Program continued to receive requests, but was unable to fund all the rebate requests received in FY 2014/15. For FY 2015/16, \$10,000 was again budgeted for rebates, but the funds were almost completely depleted by the end of November, less than halfway through the fiscal year.

Water conservation rebates are identified by the State as a recommended water conservation outreach program and are an important component of the conservation measures in the City's urban water management plan.

Discussion

Rebates are intended to provide incentives to residents through the majority of the fiscal year. The City offers

rebates for mulch, rain barrels, rain sensors, and weather-based irrigation controllers to encourage water conservation. The mulch and rain barrel rebates have been particularly popular. The water conservation rebate funds have almost been depleted only five months into this fiscal year.

The state is likely to extend the drought emergency and associated water conservation requirements beyond February 2016, leading more residents to seek assistance in lowering their water use, particularly outdoors.

Water conservation rebates are an effective outreach tool. They are visual reminders of the need to continue water conservation (even with rainier weather) and provide a positive way for the city to interact with residents and business owners.

Providing a resident with a water conservation rebate often helps to spread awareness both of water conservation practices and rebate availability, leading to increased demand for rebates in the community. For example, staff has found that after one resident receives a mulch rebate, often multiple other residents in the surrounding area submit rebate applications.

Staff would like to begin an outreach push to commercial property owners, who have yet to utilize water conservation rebates. The available rebates will help businesses meet the City Council-mandated requirement under the Stage 2 Water Warning to reduce commercial irrigation use by 40%.

The City's most popular rebates - mulch and rain barrels - also help to reduce strain on storm-water management, which is historically underfunded, by reducing runoff. This is particularly important as winter is coming.

Similarly, the water savings achieved through weather-based irrigation controller and rain sensor rebates are most effective in cooler months.

Finally, the City has been unable to provide a turf removal rebate, but the state is now providing one. We would like to continue to offer our very popular \$100 mulch rebate, which is an excellent complement to turf removal.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2015/16 appropriation of \$15,000 for water conservation rebates in the Water Conservation Program budget.

Prepared by: Jordan Power, Water Conservation Coordinator

Reviewed by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director



Paul Navazio, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A \$15,000 INCREASE TO THE WATER CONSERVATION PROGRAM BUDGET
FOR FISCAL YEAR 2015/16 FOR CUSTOMER REBATES**

WHEREAS, the annual budget of \$10,000 allocated for Water Conservation Program rebates was almost depleted only five months into FY 2015/16; and

WHEREAS, water conservation rebates are an important component of the conservation measures in the City's urban water management plan; and

WHEREAS, the State of California is likely to continue mandated water conservation restrictions because of ongoing drought conditions; and

WHEREAS, water conservation rebates are an effective conservation outreach tool recommended by the State of California; and

WHEREAS, the City's most popular rebates – mulch and rain barrels – which help to reduce runoff, also help to reduce strain on stormwater management, which is historically underfunded; and

WHEREAS, staff intends to begin an outreach push to commercial property owners, who have yet to utilize water conservation rebates, in order to help businesses meet the City Council-mandated requirement to reduce commercial irrigation use by 40%; and

WHEREAS, staff wishes to increase the FY 2015/16 Water Conservation Program budget by \$15,000 to be able to continue to provide water conservation rebates for Woodland residents and business owners during this fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2015/16 Water Conservation Program budget for water conservation rebates shall be increased by \$15,000.

PASSED AND ADOPTED by the City Council this 15th day of December 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

12.

File #: 16-264, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 15, 2015

SUBJECT: Lower Cache Creek Feasibility Study - Authorization Requesting the U.S. Army Corps of Engineers to Pause Feasibility Study; Approve Contract Amendment with Wood Rodgers; and Approval of Supplemental Budget Appropriation

Recommendation for Action: Staff requests that the City Council:

- (1) Authorize the City Manager to sign a letter to the U.S. Army Corps of Engineers (Corps) to request a pause for the Corps Lower Cache Creek Feasibility Study;
- (2) Authorize the City Manager to execute Amendment #6 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$170,000; and
- (3) Approve an supplemental budget appropriation in the amount of \$500,000 from the Sewer Enterprise Fund for the Lower Cache Creek Feasibility Study, CIP #09-15.

Staff Contact

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

Fiscal Impact

This Lower Cache Creek Feasibility Study is included in the Capital Budget (CIP #09-15) approved by Council with \$1,950,000 of funding being advanced from the sewer enterprise fund. The additional budget appropriation of \$500,000 will bring the current project budget to \$2,450,000. Funds advanced by the Sewer Fund for this project are anticipated to be repaid by the Storm Sewer Fund, contingent upon successful determination of a viable flood protection project and related financing plan. In the absence of an approved project and funding plan, other funding sources will need to be identified to repay the advance from the Sewer Fund.

The additional funds are needed to continue to fund the ongoing feasibility study and fund the City's portion of the first phase of the Urban Flood Risk Reduction (UFRR) study. This first phase includes the work necessary to augment studies performed by the Corps to develop project alternatives so the City and State can identify a Locally Preferred Alternative and complete the Corps feasibility study.

Wood Rodgers has been involved in the City's flood protection efforts for several years including development of flood protection alternatives and hydraulic modeling. Approval of amendment #6 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$759,655. The amendment covers Wood Rodger's services through the attached scope of work.

Staff anticipates that Wood Rodger's work will be considered a Work-In-Kind Contribution by the DWR under

the UFRR Study and is planned to be fully creditable to the UFRR study. The City received a \$5,000,000 grant from DWR for the UFRR study, and it is through this grant that the proposed work will be undertaken. Staff is also working with DWR regarding credit under UFRR for previously completed work on the Lower Cache Creek Feasibility Study to minimize the overall project impact on the City.

Background

The Corps has narrowed the alternatives for flood risk reduction to two alternatives and has updated the modeling of the alternatives, including preparation of revised cost estimates. Both alternatives collect floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and direct the flood water to the Yolo Bypass. Alternative 2A conveys the flood water into the Cache Creek Settling Basin (CCSB). The City cannot support Alternative 2A unless the analysis shows that there is no increase in flooding depth to any structures north of the City and a reduction in the duration of flooding compared with the existing condition.

The Regional Water Quality Control Board is concerned with mercury and methylmercury in the CCSB and the potential for changes in the amount reaching the Yolo Bypass. The Department of Water Resources (DWR) cannot support Alternative 2A until a sediment transport analysis is performed and the impacts are understood regarding mercury entering the Yolo Bypass and also impacts of flood flows entering the CCSB. The CCSB was designed for a flow rate of 30,000 cfs and Alternative 2A would increase the flow rate through the CCSB to 60,000 cfs. DWR requires that an analysis be performed to evaluate the impact of additional flood water entering the CCSB. Alternative 2A is likely to become the Corps National Economic Development (NED) Plan because it is the only alternative with a positive benefit/cost ratio.

Alternative 2C has a high project cost causing the alternative to have a negative benefit/cost ratio, which makes the alternative not supportable by the Corps in its current form. A large portion of the cost is associated with impacts to the CCSB. Efforts to minimize impacts to the CCSB could greatly reduce project costs for this alternative. Staff also needs to evaluate the project features in common between the two alternatives to verify that the common features have similar costs.

The Corps Lower Cache Creek Feasibility Study has a defined schedule. DWR and City Staff have concerns with supporting Alternative 2A without further analysis. DWR requires a sediment transport model to evaluate the impacts of the project on mercury transport to the Yolo Bypass and impacts on the CCSB. City staff needs to evaluate and compare the two Corps alternatives to determine whether the City can support Alternative 2A and whether costs can be reduced in Alternative 2C to make Alternative 2C a supportable alternative. The analyses that the DWR and City would undertake are expected to require six to eight months to complete.

DWR and City Staff have been coordinating with the Corps regarding a pause to the study to allow time to complete the analyses. Corps staff is supportive of this approach as it stops the clock on the schedule for the study and allows the DWR and City to refine the alternatives. DWR and the City would each prepare a letter to the Corps officially requesting a pause in the study.

Contract Amendment #6 with Wood Rodgers includes the scope of work necessary to evaluate the information provided by the Corps on the two alternatives. Scope includes: comparison between the two alternatives for an “apples to apples” comparison of common features, review of Corps modelling and cost estimates, evaluation of Alternative 2A to determine if the alternative can be supported by the City, and evaluation of Alternative 2C to determine whether a cost effective alternative is feasible. The scope of work also includes coordination with the Corps and DWR throughout this process. The additional budget appropriation is necessary to fund ongoing and planned work as part of the UFRR study, including the contract amendment with Wood Rodgers.

Discussion

A request from the DWR and City to pause the Corps feasibility study allows time for the DWR and City to evaluate the alternatives without affecting the schedule for the Corps Study. Alternatively, the Corps could request a waiver from the schedule from Headquarters. However, Corps views this approach as more risky to continuation of the Study. If the Corps requests a waiver, Headquarters could view continuation of the study less favorable than if the non-federal sponsors request a pause. The project is still being advanced, but the Corps study schedule is not affected.

Conclusion

Staff requests that the City Council: (1) authorize the City Manager to sign a letter to the U.S. Army Corps of Engineers (Corps) to request a pause for the Corps Lower Cache Creek Feasibility Study; (2) authorize the City Manager to execute Amendment #6 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$170,000; and (3) approve an additional budget appropriation in the amount of \$500,000 from the Sewer Enterprise Fund for the Lower Cache Creek Feasibility Study, CIP #09-15.

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 for Wood Rodgers Contract Amendment

Attachment B - Wood Rodgers proposal

Attachment C - Resolution approving additional budget appropriation

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH WOOD RODGERS ENGINEERS FOR
ENGINEERING CONSULTING SERVICES**

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services agreement with Wood Rodgers Engineers (Wood Rodgers) for Engineering Services (“Agreement”); and

WHEREAS, Wood Rodgers has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2013; and

WHEREAS, Wood Rodgers will continue providing flood modelling services including coordination with the Army Corps of Engineers, Department of Water Resources and City consultants to advance the feasibility studies that are currently underway; and

WHEREAS, the contract amendment with Wood Rodgers authorizes an additional contract amount of \$170,000 to cover the scope of work. The current contract amount is \$589,655 and with this amendment, the new contract amount is \$759,655; 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 authorizes the City Manager 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 Agreement is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 15th day of December 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor
ATTEST:

Ana B. Gonzalez, City Clerk



October 9, 2015

Mr. Tim Busch, P.E., PMP
City of Woodland
300 First Street
Woodland, CA 95695

Dear Mr. Busch,

Subject: City of Woodland, Lower Cache Creek Feasibility Study, Proposal for Professional Engineering Services

The City of Woodland (City), along with the State of California Department of Water Resources (DWR) and the US Army Corps of Engineers (USACE), are engaged in studies to identify a project to address flooding from the right (south) bank of Cache Creek north of the City of Woodland. Flooding from Cache Creek is anticipated to occur on a once-in-twenty to once-in-thirty year recurrence interval due to the limited capacity of Lower Cache Creek. Furthermore, the Cache Creek Settling Basin (CCSB), located at the downstream end of Cache Creek (just upstream of Cache Creek's confluence with the Yolo Bypass), consists of levees that do not meet current USACE and DWR levee criteria. At the request of the City, Wood Rodgers, Inc. (Wood Rodgers) has prepared the following proposal for additional analyses relating to the City's Lower Cache Creek Feasibility Study (LCCFS).

Reference is made to the following studies prepared previously to evaluate mitigation alternatives at the lower Cache Creek system:

1. Wood Rodgers, City of Woodland, Lower Cache Creek Feasibility Study, Flood Risk Reduction Alternatives Analysis, November 2012.
2. Wood Rodgers, Technical Memorandum, City of Woodland, Lower Cache Creek Feasibility Study – Rail Alternatives Fatal Flaws Analysis, June 5, 2014.
3. Wood Rodgers, Technical Memorandum, City of Woodland, Lower Cache Creek Feasibility Study – Rail Alternative 1 Supplemental Analysis, October 21, 2014.

4. USACE, CESP-K-ED-HA, Technical Memorandum: Lower Cache Creek Feasibility Study, Class 5 Estimated Project Costs for Focused Array of Alternatives, 19 October 2015.

Each of these documents provide important background information that has been developed in support of the City's (or the USACE's) Lower Cache Creek Feasibility Study. Within Reference No. 4, the USACE has prepared Class 5 project cost estimates using the DWR's Parametric Cost Estimating Tool (PCET). The PCET program is a computer-based cost estimating tool developed by the DWR for preparing high-level cost estimates for rehabilitation of levees evaluated by DWR's Urban and Non-Urban Levee Evaluations (ULE/NULE) Programs. The USACE Class 5 estimate has determined that Alternative 2A, which includes modifying the CCSB to remove a portion of the west levee, and widening of the CCSB outlet weir, is the least cost alternative. Alternative 2B and Alternative 2C, which are variants on the City's preferred alternative (a floodway around the CCSB) were determined by the DWR to be significantly more expensive. At this time, it is appropriate for the City to evaluate its preferred alternative in greater detail in order to evaluate the efficacy of the USACE's Alternative 2B and Alternative 2C cost determinations.

Wood Rodgers' proposed Scope of Work (SOW), Schedule, and Fee estimate for evaluating Alternative 2B and Alternative 2C is outlined below.

SCOPE OF WORK

Task 1.0 – Perform Project Management

Under this task, Wood Rodgers will perform Project Management for its work, including budget and schedule management, Quality Control, and internal and external communication. The work is anticipated to begin in December of 2015 and take approximately six months to complete. Therefore, this task item assumes a six-month project duration. A total of three (3) two-hour project meetings are included in the SOW, and the City of Woodland, MBK, and others are expected to attend these meetings. Wood Rodgers will be responsible for the meeting agenda and meeting notes for each meeting.

Task 2.0 – Develop and Refine USACE Alternative 2A/B

An important aspect of any South Bypass option is the routing of the conveyance channel through the industrial area at the Southwest exterior corner of the CCSB. In previous analyses (References 1 through 3), Wood Rodgers sought to determine the most cost effective channel section through this area. It was determined that the least cost alternatives are those that: 1) minimize impacts to existing high-value industrial

buildings; 2) balance material between the cut section of the channel and the fill section of embankments; and 3) do not increase flood depths on homes and businesses in the upstream area west of the CCSB.

Wood Rodgers understands that MBK has performed supplemental modeling of the channel configuration to evaluate a 550 foot wide channel (**Figure 1**) with earthen embankments, as well as a 200 foot section with floodwalls on both sides of the channel (**Figure 2**). It is understood that the 550 foot wide section requires the removal of the northernmost industrial building in this area, and part of the parking lot of another building further south. The 200 foot wide channel does not impact either of these facilities, however, it requires floodwalls on either side of the channel to eliminate impacts to the industrial buildings and parking lot, and eliminate impacts to the CCSB catchment volume. This alternative also removes the CCSB exterior levee (replacing it with a floodwall situated at the levee waterside top of bank). A third alternative evaluated at a high level previously shifts the alignment of the 550-foot-wide channel just north of the industrial building to the west (into undeveloped land) to reduce impacts to the CCSB levees and catchment volume. For this analysis, these South Bypass alternatives will be identified as Alternative 2A1 (550-foot-wide channel), Alternative 2A2 (200-foot-wide channel), and Alternative 2B (550-foot-wide channel with alignment adjustment north of the industrial buildings).

Under this SOW, Wood Rodgers will prepare a Civil 3D model of the channel configurations, and will determine construction quantities for each. It is understood that MBK will take the lead in performing hydraulic analyses relating to the work, and Wood Rodgers will work with MBK to understand the hydraulic impacts of each configuration. Ultimately, it will be important to identify an alternative that keeps the cost in the range of feasibility (previously determined to be approximately \$200 million). Alternatives 2A1, 2A2, and 2B may represent reduced cost alternatives from preferred alternative of Reference 3 above (which was determined to be \$200 million), in which case they will become the City's preferred alternative. An important aspect of the analysis will be to understand if the cut and fill quantities for each of the alternatives can be balanced. If they cannot, it is likely that they will be less feasible alternatives based on construction cost. A full discussion of the cost savings or cost increases of Alternatives 2A1, 2A2, and 2B, versus the costs for previous alternatives will be included in the report of Task 3.0.

Wood Rodgers understands that the City will be contracting with AECOM to perform geotechnical analyses to confirm assumptions regarding re-use of existing material at the CCSB and the suitability of excavated channel material for use as earthen levee embankment. Wood Rodgers also understands that the City may enlist the support of a

Real Estate appraisal firm to better understand the costs for impacting existing industrial buildings at the southwest exterior corner of the CCSB.

Task 3.0 – Prepare Feasibility Report

Upon completion of the Analysis, Wood Rodgers will prepare a Feasibility Report to outline the alternatives and the costs for each. Anticipated post project 200-year floodplains will be included as figures in the report (to be prepared by MBK). Other figures, tables, graphics, and text necessary to evaluate the alternatives and the benefits of each will be included in the Report.

A Draft and Final version of the report will be prepared. One (1) electronic copy, and three hard copies of each Report will be provided.

FEE ESTIMATE

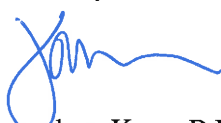
Wood Rodgers' fee estimate for the work is shown on **Table 1** (attached). Wood Rodgers proposes completing the work on a Time and Materials basis not to exceed the proposed amount in Table 1 without the prior written approval from the City. For your reference, enclosed are copies of Wood Rodgers' Invoicing, Payment, and Liability Policies (**Exhibit A**) and 2015 Fee Schedule (**Exhibit B**).

SCHEDULE

Wood Rodgers proposes completing a Draft Feasibility Report within four months of receipt of a Notice to Proceed. A Final Report will be submitted within six weeks of receipt of comments on the Draft Report.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,



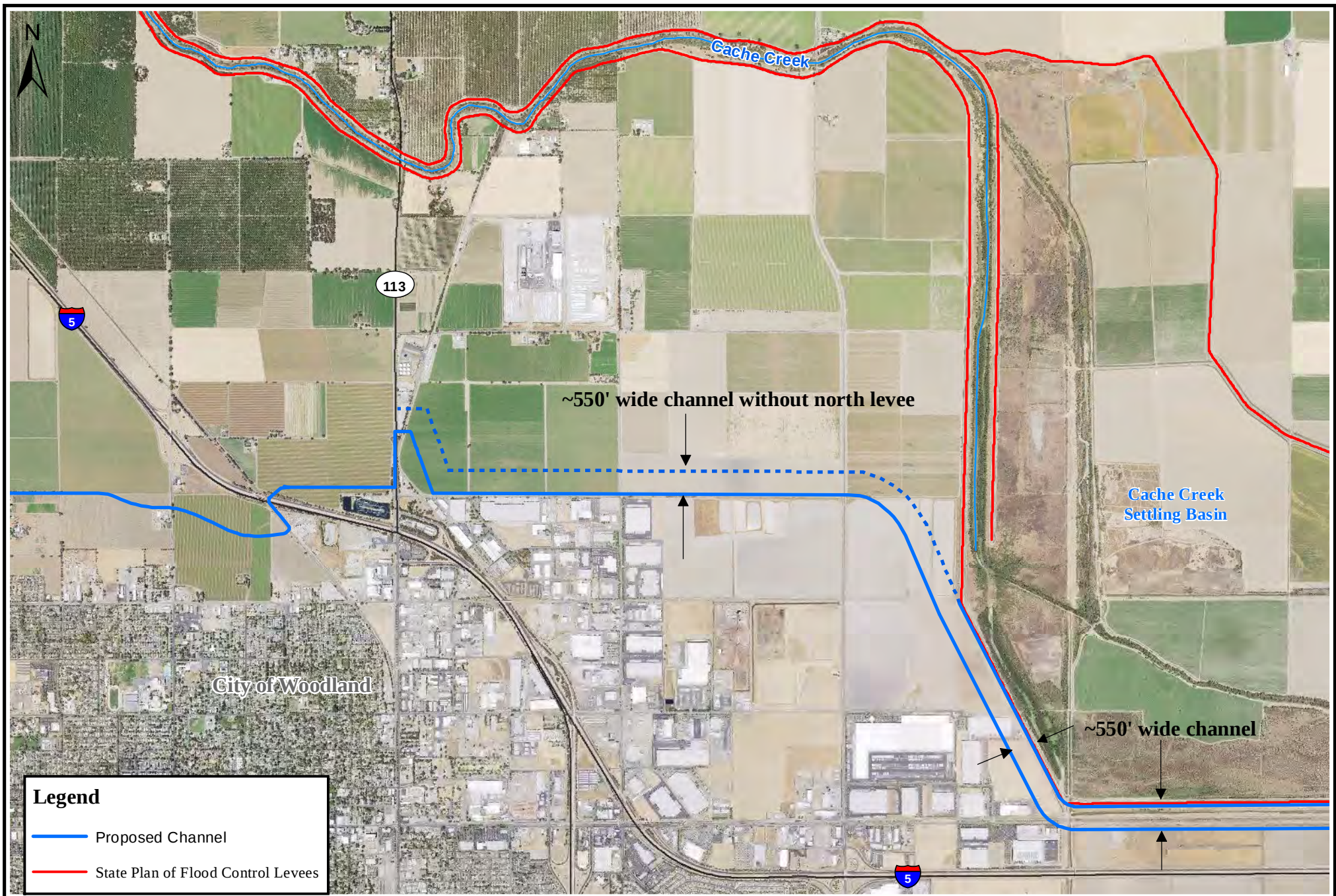
Jonathan Kors, P.E.
Vice President

Enclosures

cc: Scott Parker, MBK Engineers

TABLE 1
WOOD RODGERS PROPOSED BUDGET
City of Woodland Lower Cache Creek Feasibility Study

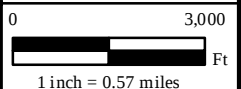
TASK NO.	DESCRIPTION	DIRECT LABOR CLASSIFICATIONS								TOTAL MAN-HOURS	DIRECT LABOR	DIRECT EXPENSES	OVERALL TOTAL
		Associate Engineer II		Engineer III	Engineer I	GIS Technician III		Project Coordinator					
		Principal Engineer II											
1	Project Management (6-Month Project Duration)	24	24					12		60	\$10,380.00	\$129.75	\$10,509.75
2	Meetings (Up to 3)	8	8					2		18	\$3,250.00	\$40.63	\$3,290.63
3	Coordinate with MBK on Hydrology/Hydraulics	4	40							44	\$7,280.00	\$91.00	\$7,371.00
4	Develop Alternative 2B Quantities	4	24	40	120	24				212	\$28,080.00	\$351.00	\$28,431.00
5	Develop Alternative 2C Quantities	4	24	40	120	24				212	\$28,080.00	\$351.00	\$28,431.00
6	Refine Previous Supplemental Analysis Alternative as Needed	4	24	40	80	24				172	\$23,280.00	\$291.00	\$23,571.00
7	Prepare Construction Cost Estimates	4	40	96	120					260	\$35,120.00	\$439.00	\$35,559.00
8	Prepare Report	4	40	80	80	24	6			234	\$32,070.00	\$400.88	\$32,470.88
	TOTAL MAN-HOURS	56	224	296	520	96	20			1,212.00	\$167,540.00	\$2,094.25	\$169,634.25
	TOTAL LABOR COST BY EMPLOYEE	\$12,320.00	\$35,840.00	\$41,440.00	\$62,400.00	\$13,440.00	\$2,100.00						

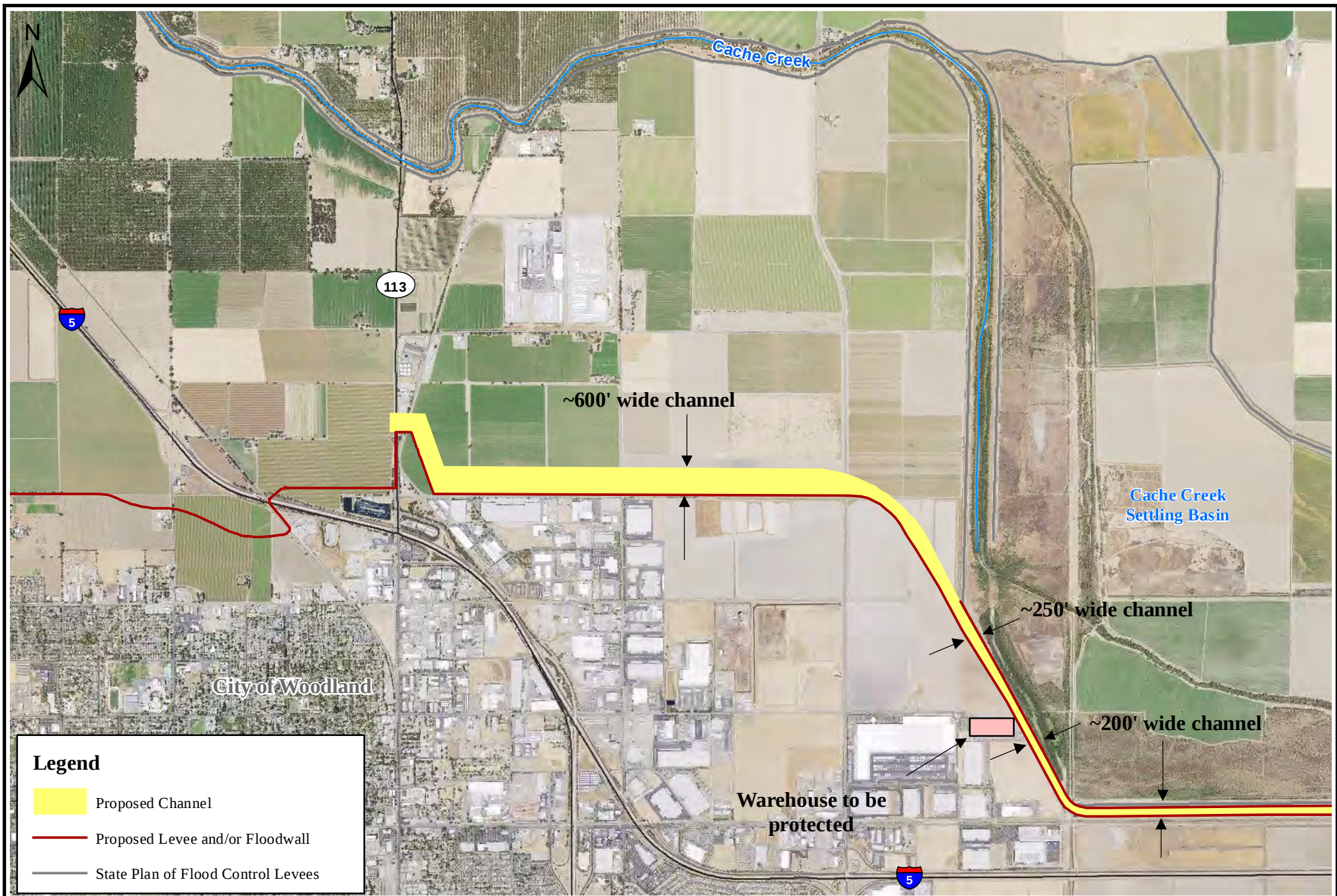


455 University Ave, Suite 100
 Sacramento, CA 95825
 Phone: 916-456-4400 Fax: 916-456-0253
 www.mbkengineers.com

Proposed Channel- Altered 2B Alternative Hydraulic Analysis of Woodland Alternative

Figure 1





Proposed Configuration of Refinements to Alternative 2C

Hydraulic Analysis of Woodland Alternative

Figure 2

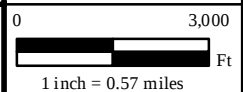


EXHIBIT A



INVOICING PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers Inc. in the performance of its services (blueprints, reproductions, etc.) and shall be billed at vendor invoice.
2. Invoices are submitted monthly by Wood Rodgers, Inc. Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of \$169,634.25. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

EXHIBIT B

FEE SCHEDULE
Effective January 1, 2015

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/LA* II	\$195 - \$240
Principal Engineer/Geologist/Surveyor/Planner/LA*	\$170 - \$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$160 - \$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$150 - \$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$140 - \$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$125 - \$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$115 - \$155
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$105 - \$145
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$95 - \$125
CAD Technician III	\$105 - \$135
CAD Technician II	\$95 - \$125
CAD Technician I	\$85 - \$115
Project Coordinator	\$85 - \$115
Administrative Assistant	\$65 - \$100
Construction Project Manager	\$120
Inspector III	\$105 - \$125
Inspector II	\$90 - \$110
Inspector I	\$80 - \$100
Field/Lab Technician IV	\$140 - \$160
Field/Lab Technician III	\$95 - \$105
Field/Lab Technician II	\$85 - \$95
Field/Lab Technician I	\$75 - \$85
1 Person Survey Crew**	\$125 - \$170
2 Person Survey Crew**	\$170 - \$250
3 Person Survey Crew**	\$230 - \$330
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

** Survey rate subject to change March 1, 2015, pending Union contract negotiations.

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.
Auto mileage will be charged at the IRS standard rate, currently 57.5 cents per mile.

Fee Schedule subject to change January 1, 2016.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN ADDITIONAL BUDGET APPROPRIATION FOR THE LOWER
CACHE CREEK FEASIBILITY STUDY, CIP #09-15**

WHEREAS, the City of Woodland has funded the Lower Cache Creek Feasibility Study, CIP #09-15 in the amount of \$1,950,000 with funding advanced from the Sewer Enterprise Fund with a future repayment from the Storm Drain Enterprise Fund on January 17, 2012; and

WHEREAS, the City has been awarded a \$5,000,000 grant with the Department of Water Resources under the Urban Flood Risk Reduction (UFRR) Program to complete the Lower Cache Creek Feasibility Study; and

WHEREAS, the UFRR grant requires a 50% City cost share; and

WHEREAS, the City wishes to fund the Lower Cache Creek Feasibility Study, CIP #09-15 with an additional budget appropriation in the amount of \$500,000 from the Sewer Enterprise Fund with future repayment from the Storm Drain Enterprise Fund.

WHEREAS, the City Council wishes to approve the additional budget appropriation 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 additional budget appropriation in the amount of \$500,000 for the Lower Cache Creek Feasibility Study, CIP #09-15 from the Sewer Enterprise Fund with future repayment from the Storm Drain Enterprise Fund.

PASSED AND ADOPTED this 15th day of December 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

13.

File #: 16-269, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** December 15, 2015**SUBJECT:** General Plan Update 2035 - Transportation and Circulation Element Workshop**Recommendation for Action:** Staff recommends that the City Council:

- (1) Receive a presentation regarding the General Plan Transportation and Circulation Element (TCE); and
- (2) Direct to staff to evaluate as part of the General Plan Update a citywide level of service standard of D for the roadway system with exceptions for further reductions to align with fiscal constraints and community values.

Staff Contact

Brent Meyer, City Engineer (530) 661-5947, brent.meyer@cityofwoodland.org
<<mailto:brent.meyer@cityofwoodland.org>>

Fiscal Impact

There is no direct fiscal impact regarding this Council item. However, policies contained in the TCE would affect the type and amount of transportation related impact fees collected as well as ongoing maintenance burdens for the city. These policies would affect the priorities for spending transportation related funding.

Background

On November 3, 2015 the Council took the following actions:

- Accepted draft Land Use exhibit for use in preparation of the General Plan
- Accepted draft Land Use designations for use in preparation of the General Plan
- Accepted the identified general plan alternatives for use in writing the General Plan
- Accepted the environmental impact report (EIR) alternatives for use in writing the EIR
- Directed the general plan team to start writing the draft General Plan and EIR

These actions by the Council allowed the team to commence with writing the general plan update. Staff and the consultant team have tentatively identified several key policy areas that warrant preliminary feedback from the City Council prior to commencing the drafting of the General Plan. These key policy areas have significant impact on the policy direction in the plan as well as the thresholds of significance that will be used in the environmental analysis. This initial General Plan Update policy workshop is focused on key aspects of the TCE, specifically traffic level of service (LOS) standards.

Discussion

Woodland currently measures how well a street “performs” using level of service or LOS. LOS is a general measure of traffic operating conditions whereby a letter grade (A through F) is assigned to represent vehicle

delay at intersections and on roadways. LOS A represents free flowing traffic and LOS F represents congested conditions. LOS measures delay from the perspective of the driver. It provides an indication of the comfort and convenience associated with the driving experience.

Throughout the state, LOS has been applied in ways that discourage both infill development and construction of infrastructure for transit, cycling, and walking. Urban infill projects, for example, often rate poorly in traffic studies because they increase population and potential traffic in a given area. However, evidence shows that the residents and consumers who live, work, and shop in these areas are less likely to rely on cars for their transportation needs.

Focus on LOS also discourages planning for projects that support alternatives to driving <http://next10.org/sites/next10.org/files/2.%20Prioritizing%20Automobiles%20over%20Other%20Modes%20of%20Transportation%20in%20Congested%20Areas.pdf> such as public transit, bicycle lanes, and pedestrian safety features. Moreover, dedicating road lanes for bicycles or buses might exceed LOS thresholds by removing a lane of auto traffic, potentially leading to delay or congestion. When employed in isolation, LOS can lead to ad hoc roadway expansions that deteriorate conditions on the network as a whole.

Use of LOS in the context of environmental impact analysis (pursuant to the California Environmental Quality Act or CEQA) has been criticized for several reasons. First, it focuses on a social impact (driver delay), rather than an environmental impact. Second, roadway widening is the typical mitigation for projects that result in lower LOS. However, wider roads can result in adverse environmental, public health, and fiscal impacts. Wider roads are more expensive to maintain and enable driving at faster speeds, which leads to more pollution, noise, and higher risks to bicyclists and pedestrians. These concerns, among others, have led some cities to accept low LOS ratings or to move away from level of service entirely as a measure of transportation impacts.

LOS also does not reflect efficient use of a roadway from the perspective of streets as publically funded and maintained infrastructure. In actuality LOS represents the opposite. The “best” threshold (LOS A) represents a roadway underutilized by as much as 70 percent from a design capacity point of view, whereas LOS F represents a roadway functioning at or beyond its design capacity. From an economist’s point of view, LOS E/F would be ideal in terms of fiscal benefit to a city yet from a traffic operations point of view it is considered the worst performance index on the LOS scale.

Senate Bill 743 (Steinberg) became law in 2013. This legislation created a process to change the way that transportation impacts are analyzed under CEQA. Specifically, SB 743 requires the Governor’s Office of Planning and Research (OPR) to amend the CEQA Guidelines to provide an alternative to LOS for evaluating transportation impacts. Particularly within areas served by transit, those alternative criteria must promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses (Public Resources Code [PRC] Section 21099b[1]). Measurements of transportation impacts may include vehicle miles traveled (VMT), vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated. OPR also has selected vehicle miles of travel (VMT) as the new metric in their discretion to develop alternative criteria for areas that are not served by transit, if appropriate. OPR released proposed draft guidelines released for addressing these issues on August 11, 2015. A second draft is expected before the end of 2015 and the new law could take effect in late 2016.

Once the CEQA Guidelines are amended to include alternative criteria, auto delay will no longer be considered a significant transportation impact under CEQA, though it may continue to be relevant in individual jurisdictions depending on whether and how localities chose to modify their General Plan TCEs. Transportation impacts related to air quality, noise and safety must still be analyzed under CEQA where appropriate.

City of Woodland General Plan LOS

The City's current General Plan traffic level of service policy states:

General Plan Policy TCE 3.A.2

"The City shall develop and manage its roadway system to maintain LOS C or better on all roadways, except within one-half mile of state or federal highways and freeways and within the Downtown Specific Plan area. In these areas, the City shall strive to maintain LOS D or better. . ."

During the next few months, the General Plan team will be conducting a traffic study and evaluating the impacts of reducing this level of service threshold. Staff is anticipating a level of service standard that includes the following:

- 1) A citywide level of service standard of D
- 2) Exceptions to this standard based on geography (i.e. downtown, near freeway interchanges)
- 3) Exceptions if the requirement improvement conflicts with community values (i.e. acquiring residential property)
- 4) Non-auto improvements as mitigation

This desired shift in transportation policy is being driven by variety of factors including the recent legislative changes, fiscal limitations, GHG reduction requirements, and City Council direction to develop a General Plan that is more flexible. Simply adjusting the level of service policy, the city will have the option to reprioritize portions of the roadway related development impact fees and direct those funds to projects that reduce VMT and support alternative transportation modes.

Conclusion

Staff recommends that the City Council:

- (1) Receive a presentation regarding the General Plan Transportation and Circulation Element (TCE); and
- (2) Direct to staff to evaluate as part of the General Plan Update a citywide level of service standard of D for the roadway system with exceptions for further reductions to align with fiscal constraints and community values.

Prepared by: Brent Meyer, City Engineer

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager