



City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, March 15, 2016

6:00 PM

Council Chambers

CITY COUNCIL CLOSED SESSION AGENDA 5:00PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Properties: Yolo County Assessor's Parcel Numbers 027-340-030, 027-340-011, 027-340-020, 005-720-099, 005-720-021, 005-720-023, 005-720-005, 005-750-003, 005-692-054, 005-692-060, 005-692-002, 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 Right-of-Way Agent Bender Rosenthal, Inc., and City's Project Manager

Negotiating Parties: Pioneer Self Storage, Syar, Bunge Milling, Pacific Gas and Electric, Geraldine R. Ferro & Geraldine R. Ferro Revocable Trust, Thomas W. Canevari & Joan E. Canevari, Nick Canevari & Dorothy Canevari, Elizabeth J. Crum & Elizabeth J Crum Revocable Trust, Devinder Sahota & Susvir Sahota, Jose Rolon Orozco & Hector M. Gonzalez, Elizabeth Crum, Mark Milton, ICH Inc., North Kentucky Partners II, T&J Rental Investments LLC

Under Negotiation: Price and terms of payment

B.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):

2 potential cases

**B.3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS,
Pursuant to Section 54956.8**

Property: Approximately 4.7 acres of land located at 1585 East Gibson Road, Woodland, CA 95776, known generally as the District's former Willow Spring School site

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

Negotiating Parties: Woodland Joint Unified School District (WJUSD)

Under Negotiations: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY

MARCH 15, 2016

6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

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

[16-414](#)

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. PRESENTATIONS

1. [16-413](#)

SUBJECT: Sacramento-Yolo Mosquito & Vector Control District Presentation

Recommendation for Action: Staff recommends that the City Council receive a presentation from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District to provide the latest update regarding mosquitoes, Zika virus, West Nile, invasive mosquito species, threats to public health and services offered by the Sacramento-Yolo Mosquito & Vector Control District.

G. CONSENT CALENDAR

2. [16-399](#) SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council receive progress report #4 regarding the General Plan Update Project

Attachments: [A - General Plan Update - Visioning Statement and Guiding Principles](#)

3. [16-397](#) SUBJECT: Public Works Quarterly Status Report for the period of December 2015 through February 2016

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

Attachments: [Dec-Feb PW Qtrly Report](#)

4. [16-375](#) SUBJECT: Approve the addition of a Senior Associate Civil Engineer and deletion of an Associate Civil Engineer in the Community Development Department

Recommendation for Action: Staff recommends that the City Council approve the addition of a Senior Associate Civil Engineer position and deletion of an Associate Civil Engineer position in the Community Development Department

5. [16-411](#) SUBJECT: Police Supervisors Association Unit Modification allowing representation of Mid Management Non Sworn Police Employees

Recommendation for Action: Staff recommends that the City Council approve the unit modification to allow the Police Supervisors Association to represent Mid Management Non Sworn Police employees.

Attachments: [Petition for unit modification](#)

6. [16-403](#) SUBJECT: Adopt Ordinance No. 1598, Approving a Zoning Ordinance Amendment to Allow the Construction of an 80-unit Apartment Project on 4.49 acres at 180 West Beamer Street, the site of the Former Yolo General Hospital/Peterson Clinic

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1598, approving an amendment to the Zoning Ordinance Zoning Map for the 180 West Beamer Street Apartments Project (Attachment A).

Attachments: [A - Ordinance No. 1598](#)

7. [16-387](#) SUBJECT: Adopt Resolution No. _____, a resolution accepting Public Improvements and Authorizing the City Clerk to file the Notice of Completion for Subdivision No. 4818 (Heritage Park Phase 2)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the public improvements constructed by Subdivision Map 4818 and authorize the City Clerk to file the Notice of Completion.

Attachments: [A - Resolution](#)

[B - Location Map](#)

8. [16-410](#) SUBJECT: Memorandum of Understanding (MOU) with Yolo County Regarding Bail Bond Judgments

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, approving and authorizing the City Manager to execute the attached Memorandum of Understanding Regarding Bail Bond Judgments concerning the apportionment of costs and fees and related reimbursements between the City and the County of Yolo for bail bond judgments.

Attachments: [Woodland MOU-c2](#)

[Woodland - Reso Approving MOU re Bail Bond Judgments-c1](#)

H. PUBLIC HEARINGS

9. [16-412](#) SUBJECT: Downtown Woodland Mixed-Use Hotel Project - Disposition and Development Agreement and Conditional Use Permit (APNs 005-645-010, -011, -012, -014 and -015)

Recommendation for Action: Staff recommends that the City Council:

1. Receive the Staff Report; and
2. Conduct the Public Hearing; and
3. Adopt Resolution No. _____, approving a Conditional Use Permit (CUP), Site Plan and Design Review application (PLNG16-00006) allowing a five-story, 81-room, mixed use hotel project in the Central Business District, Downtown Specific Plan Area, District A4, including a reduction in the number of required on-site parking spaces, and a modification to sign height limit requirements, based on the findings presented and a determination of project consistency with the Downtown Specific Plan; and
4. Adopt Resolution No. _____, authorizing the City Manager to enter into a Disposition and Development Agreement (DDA) with Ganesh Hospitality, LLC, a California limited liability company for the sale of city owned property at 1001 and 1017 Main Street to allow for the development of a mixed-use hotel project.

Attachments: [1 - City Council Resolution Approving CUP](#)
[2 - Conditions of Approval](#)
[3 - CC Resolution Approving the DDA](#)
[4 - Disposition Development Agreement](#)
[5 - Hotel Plan Set \(Site Plan, Floor Plan, Elevations\)](#)
[6 - Architectural Design Statement](#)
[7 - Downtown Specific Plan District Map](#)
[8 - Project General Application and Justification Statement](#)
[9 - 1001 and 1017 Main Street Historical Resource Analysis](#)
[10 - Structured Parking Alternative](#)
[11 - CEQA Notice of Exemption](#)

I. REPORTS OF THE CITY MANAGER

- 10.** [16-415](#) SUBJECT: Appointments, Reappointments and Resignations of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider the appointment and reappointment and accept the resignations of members to the various Boards and Commissions.

Attachments: [Board and Commission Applicants](#)

- 11.** [16-401](#) SUBJECT: Award Construction Contract for 2016 Road Maintenance Project, CIP 16-01

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, to award the construction contract in the amount of \$1,667,739.13 for the base bid plus Alternates A and B to Intermountain Slurry Seal, Inc. for the 2016 Road Maintenance Project, CIP 16-01, authorize a contract contingency up to 20%, and authorize the City Engineer to execute the construction contract and change orders; and
2. Authorize the reallocation of \$150,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the 2016 Road Maintenance Project, CIP 16-01, to fund costs associated with water conflicts with the project; and
3. Appropriate \$110,000 of additional Measure E Funds to the project to fund two bid alternates; and
4. Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$295,250 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 10% of the agreement amount.

Attachments: [A - 03-15-16 Resolution Revised](#)

[B - Consultant Agmt for CM-Inspection Svcs](#)

12. [16-416](#) SUBJECT: FY 2016/17 SPRING BUDGET WORKSHOP

Recommendation: Staff recommends that the Council receive a presentation on the FY2016/17 Budget and Five-Year Forecast and provide direction to staff to guide refinement of the FY2016/17 budget proposal as well as development of the November ballot measure to extend half-cent sales tax.

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 March 15, 2016 was posted on March 11, 2016 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

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

Legislation Text

File #: 16-414, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

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



Paul Navazio, City Manager

Attachment

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

APRIL 5TH

REGULAR MEETING

Minutes

City Council Minutes of March 1st and March 15th

Presentations

Proclaim the week of April 10 – 16, 2016 as National Library Week

Consent Calendar

Receive Short Range Transit Report

Award Construction Contract for 2015/16 ADA Improvement Project, CIP #16-07

Park SLIF Urgency Resolution

Sale of Surplus Fire Apparatus

Lease of New Tree Trucks

Ygrene PACE Program Changes

Regular Calendar

ASR Wells #29 and #30 Well Equipping and Bldg, CIP #15-02

Homeless Sub-Committee Report

Appointment of Library Board Member

APRIL 19TH

REGULAR MEETING

Presentation

Proclaim May 3, 2016 as BIG Day of Giving

UCD Long Range Development Plan

Consent Calendar

CSD Quarterly Report

Regular Calendar

Discussion of process for filling Council vacancy

Economic Development Sub-Committee Report

Infrastructure Sub-Committee Report

Measure E Spending Plan

MAY 3RD

REGULAR MEETING

Minutes

City Council Minutes of April 5th and April 19th

Presentation

Proclaim the week of May 15 – 21, 2016 as National Police Week

Proclaim the week of May 15 – 21, 2016 as National Public Works Week

Consent Calendar

CDBG Block Grant

Regular Calendar

FY 2016/17 Proposed Budget

Draft Ballot Language – Measure E Extension

MAY 17TH

REGULAR MEETING

Consent Calendar

Regular Calendar

FY 2016/17 Budget Adoption (tentative)

Downtown Sub-Committee Report

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

JPA Housing Agreement

Bail Bonds Downtown Specific Plan Amendment / CUP

Update/Revision of Development Impact Fees

Zoning Ordinance Update – Medical Clinics (Referral)

Beamer/CR 102 Property – ENA

Approve Urban Flood Risk Referral (UFRR) Agreement with DWR

Computer Club – 25 Year Anniversary – June 7th

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study

General Plan Update -

Affordable Housing

Economic Development

Public Safety



Legislation Text

File #: 16-413, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Sacramento-Yolo Mosquito & Vector Control District Presentation

Recommendation for Action: Staff recommends that the City Council receive a presentation from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District to provide the latest update regarding mosquitoes, Zika virus, West Nile, invasive mosquito species, threats to public health and services offered by the Sacramento-Yolo Mosquito & Vector Control District.

Staff Contact

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

Prepared by: Ana Gonzalez, City Clerk

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

Paul Navazio, City Manager



Legislation Text

2.

File #: 16-399, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council receive progress report #4 regarding the General Plan Update Project

Staff Contact

Cindy A. Norris, Principal Planner - cindy.norris@cityofwoodland.org; (530) 661-5911

Background

The purpose of a monthly update will be to keep the City Council informed as to the progress of the General Plan Update Project, to alert the Council to any concerns or issue that may arise and to keep the Council appraised ahead with regard to potential upcoming workshops or meetings.

Discussion

Accomplishments/Activities for the Reporting Period

The General Plan consultant team has released the preliminary administrative draft chapters for review and comment:

<u>Release Date</u>	<u>Chapter</u>	<u>Follow up</u>
December 21, 2015	Recreation and Healthy Lifestyles	Comments provided by staff
January 18, 2016	Land Use and Development Strategy	In Review
January 25, 2016	Economic Development,	Comments provided by staff
	Conservation and Sustainability	Comments provided by staff
February 1, 2016	Public Facilities and Services	Comments provided by staff
	Community Design and Historic Preservation	In Review
February 8, 2016	Administration and	Comments provided by staff
	Implementation, and	Comments provided by staff
	Health and Safety	
March	Transportation and Circulation	On-going discussions

Discussion

After release and review of key chapters staff and the consultant team have worked to develop an overall outline for the document itself as well as for the organization and information for each individual chapter. A great deal of time has been spent in assessment and organization of appropriate goals and policies as well as the organization and logical flow within the document. After careful review, staff has determined that it would

make sense to modify the organization of some of the chapters, in particular to combine land use and community design rather than have them as stand alone elements.

The following is an outline of the proposed updated Chapter organization:

- *Introduction and Administration*
- *Land Use, Community Design and Historic Preservation Element*
- *Economic Development Element*
- *Transportation and Circulation Element*
- *Conservation and Open Space Element*
- *Healthy Living(or Community) Element*
- *Public Facilities and Services Element*
- *Safety Element*
- *Housing Element*

Creation of a document that is readable and useable is a primary concern. A great deal of time and effort on the part of the General Plan Team has been focused on determining the appropriate presentation for the General Plan document, including formatting and use of language or “tone”, which is essential in articulating the community’s vision looking forward over the next 20 years and beyond. The General Plan functions as Woodland’s primary tool for guiding future development, and therefore, it is essential to clearly describe that shared vision and then provide the path forward to achieve that desired future through the development of goals, policies, and implementation language. The General Plan is not only a working document used as the primary tool to evaluate future actions, but it also serves as a promotional document that represents the intentional aspirations of the community. A copy of the City’s General Plan Visioning Statement and Guiding Principles has been included as Attachment “A”.

As a result of the time needed to review the first administrative draft chapters and to provide adequate direction on the organization and the breadth of information contained within the document, the project schedule has slipped few weeks. After final input is received on these first preliminary draft chapters, edits will be made and a second round of review will occur in late March to early April. It is anticipated that an early discussion with the General Plan Steering Committee will occur after completion of the second administrative draft, which is likely to occur in April 2016. Input and comments from the Committee will be incorporated into a public review draft scheduled for release in late May of 2016. Following release of the public review draft a series of public meetings will be scheduled to receive comments on the draft plan.

General Plan Update Schedule

Dec 21 2015-Feb 8, 2016	Release of Preliminary General Plan (GP) Chapters
Jan-Mar 2016 (Modified)	Staff review and comment on preliminary chapters (In progress)
Late Mar- Early April 2016 (Modified)	Second administrative draft release as a complete document and preliminary review with the General Plan Steering Committee, Administrative Draft of the CAP
April/May 2016 (Modified)	Administrative Draft of the Draft EIR
April 2016	General Plan Steering Committee - Review of Administrative Draft
May/June 2016 (Modified)	Public release draft of the General Plan, Climate Action Plan (CAP) and public input meetings, public open house on the proposed GP
June 15 - Aug 15, 2016	Public release and review of the Draft EIR. Public meetings
Aug 16 - Sep 15, 2016	Edits to the GP, CAP and EIR Response to Comments
October 2016	Planning Commission Hearings
November 2016	City Council Hearings
<u>Conclusion</u>	

Staff recommends that the City Council receive a progress report regarding the General Plan Update Project.

Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENT

Attachment A - General Plan Update 2035 - Visioning Statement and Guiding Principles

General Plan Update 2035

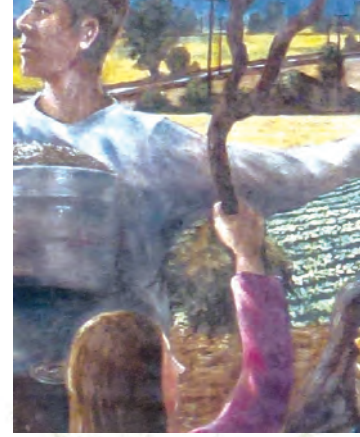


CITY OF WOODLAND

Visioning Statement and Guiding Principles



Planning for the Future

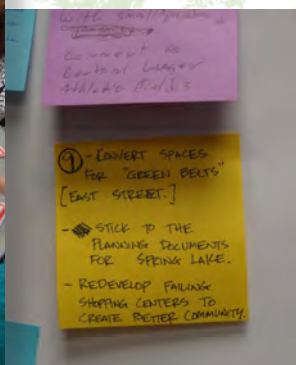


The General Plan

The General Plan represents Woodland's shared vision of the future and defines a path to lead the community toward its desired future in 2035 and beyond. The General Plan is the City's primary tool for guiding future development.

The vision statement is an aspirational description of what the community would like to be in the future, looking forward to 2035, and represents a compilation of input from the community through the General Plan public process. The Guiding Principles provide a foundation for the goals, policies and implementation programs in the Plan.

Each day the City must make decisions about growth, services, and where and how to focus resources. The General Plan provides the guidance for these decisions by establishing long-term goals for the City's future, policies to inform day-to-day decisions, and implementation programs to realize that vision. The General Plan is the foundation for the City's regulatory and community and economic based documents. The General Plan provides for orderly growth and conveys the community's values and expectations into the future. It sets the tone for evaluation of future development projects, planning of future public facilities and services, defining and maintaining economic sustainability, meeting mobility needs and protecting historic and natural resources.





Vision Statement

In 2035 Woodland is a highly desirable community to live, learn, work and recreate. It has maintained its small-town feel while maturing into an attractive, vibrant, and sustainable city that celebrates its architectural heritage and cultural diversity. Woodland is a healthy community with livable neighborhoods, a thriving downtown, well maintained infrastructure, excellent schools and recreational amenities connected by a seamless network of trails and paths.

The city is the region's center of agricultural technology and food production and is recognized globally as a leader in sustainable agriculture. The community is prosperous and fiscally sound, offering abundant employment opportunities to its diverse and creative workforce.

Woodland has become a destination for visitors seeking to experience its unique agricultural, historical, recreational, cultural and entertainment amenities.



Guiding Principles

Quality and Character: Retain and enhance Woodland's quality of life, its distinctive identity and small town characteristics.

Preserve Woodland's unique small town charm and quality of life by maintaining the city's distinct urban edge and surrounding agricultural open space, promoting the Downtown and historic resources, and developing a variety of recreational, community and cultural facilities. Preserve and enhance the best qualities of Woodland's existing neighborhoods and promote the development of new neighborhoods with similar qualities while fostering healthy and attractive commercial and employment centers.

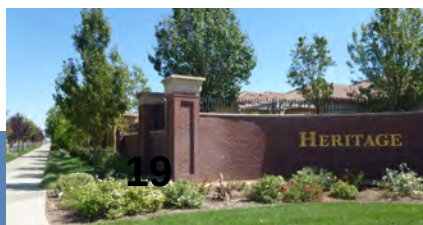
Promote development that strengthens the physical form of the City, enhances livability, incorporates sustainable design practices and continues to enhance Woodland's unique sense of place. High quality design and pleasing physical form promotes Woodland as offering a high quality of life and a desirable place to live, learn, work and recreate.

Orderly Development: Promote new growth while achieving an orderly pattern of community development, consistent with economic, social, fiscal and environmental needs.

Provide for urban development and expansion of associated services on a logical and incremental basis to accommodate projected population and employment growth. Growth will be managed to ensure adequate infrastructure, public services, and amenities that the City can sustain, provide and maintain. New growth areas will be carefully planned to enhance and not detract from existing neighborhoods and commercial centers. Infill and adaptive reuse of underutilized and vacant buildings is promoted.

Historic Downtown: Strengthen the historic downtown district as the City's center of shopping, dining, entertainment and employment.

Promote Downtown as the civic, cultural, and entertainment center of Woodland. The General Plan promotes a broad mix of uses, including increased dining, retail, and entertainment destinations with an array of urban housing and professional office/technology companies. Provide support to new business ventures and private reinvestment with policies and actions to assist revitalization and re-use of historically significant structures.



Economic Development: Foster economic growth and diversification with a range of employment opportunities for all residents.

The General Plan promotes a diversified economic base and seeks to capitalize on Woodland's location and assets access to 1-5, Sacramento International Airport, rail service, prime farmland, and UC Davis-by supporting and assisting business development and mitigating constraints to economic investment. The Plan provides sites in a variety of infill and new growth locations to attract hotel, office, industrial, and research and development uses, which in turn will provide jobs and help the City achieve fiscal sustainability. The General Plan seeks partnerships in higher education, seed research, agricultural technology, food production, and other locally appropriate sectors. It supports linkages with Woodland's strong historical and cultural resources and promotes tourism.

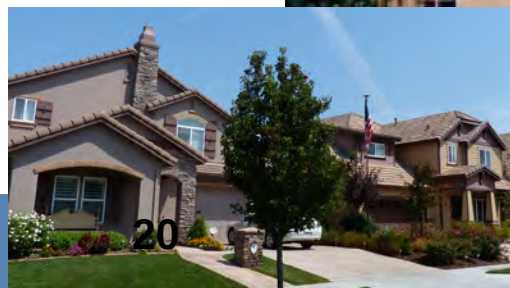
Mobility Options: Coordinate land use and transportation planning to provide a range of attractive and viable transportation options such as bicycle, pedestrian and transit.

Support development choices and transportation improvements that allow and encourage more residents, workers and visitors to walk, bike or use transit. Promote the development of "complete streets" to safely and effectively serve the needs of all modes of travel. Promote and seek opportunities to develop a seamless network of trails and paths to support a healthy and active lifestyle, livable neighborhoods and access to schools and amenities.



Housing Choice: Provide a variety of housing types to meet the needs for all generations and income levels.

Encourage and enable a mix of housing types and densities that will provide Woodland residents with access to a full range of housing opportunities, and enable the City to meet its fair share of the region's housing need. Housing types facilitated by the General Plan range from larger lot to small lot single-family homes, townhomes, apartment buildings and lofts in a variety of locations and settings. Infill development in the Downtown and along mixed-use corridors is encouraged. Promote design practices that support high quality design and neighborhood development.





Agricultural Heritage: Preserve prime agricultural land and uses within and surrounding the community.

Woodland's surrounding agriculture is an important part of the community's heritage, plays a major role in the city's economy, and endows Woodland with a unique sense of place. To help maintain this important resource, the General Plan maintains the voter-approved Urban Limit Line within which urban development will be contained. Development will occur in an orderly, contiguous manner to preserve agricultural use of land as long as possible. Outside the current city limits, the City will encourage and support continued agricultural use of land.

Safety: Ensure that Woodland remains a safe place to live, protected from natural and manmade hazards.

Protect community livelihood and investment through requirements for structures to withstand seismic activity, provide fire protection and minimize flood risk. Ensure a sense of personal and public safety as essential in developing a high quality of life. The General Plan supports appropriate levels of prevention and response.

Environmental Stewardship: Foster a sustainable community for the next generation and protect and improve the quality of the natural environment.

Encourage the preservation of the area's natural resources and continue to support regional efforts. Promote land use patterns that improve air quality and reduce greenhouse gas emissions, minimize vehicle mile's traveled, and encourage conservation. Support proactive solutions to protect areas at risk of flooding.



Public Services: Provide realistic supportable and appropriate levels of public services that are sustainable and fiscally sound.

Balance the fiscal realities of providing sustainable public services with community desires for high quality amenities and facilities to ensure that meeting today's needs does not compromise the community's fiscal future. Require new development to pay for itself, including new facilities and on-going operations. Support the continuing maintenance and expansion of existing public facilities as the most efficient and effective means of living within the community's means. The City will continue to strive to improve the efficiency and quality of its public facilities and services.

Health and Recreation: Provide all residents with opportunities to live an active, healthy, and green life style.

Promote healthy lifestyles by enhancing opportunities for physical activity, healthy eating and sustainable living. The General Plan ensures that adequate parks and recreational amenities are well integrated in new neighborhoods. The Plan promotes creation of a recreational greenbelt and expansion of walking and biking paths to enable residents to use active transportation options to connect to work, schools, grocery stores, and variety of open spaces.



Quality Education: Foster quality educational and enrichment opportunities.

The General Plan underscores the importance of high quality educational opportunities—including K-12 education, higher education, workforce training, and general community enrichment — to Woodland's quality of life. The City recognizes the link between education, safety, and opportunities for economic advancement in the community for youth, their families, and all Woodland residents. To this end, the Plan supports continued partnership with the Woodland Joint Unified School District, the County Office of Education, and Woodland Community College in planning, facility sharing, extracurricular activities and recreation, and promoting academic achievement, as well as linkages between Woodland's growing cluster of agricultural technology and research establishments and higher education.





For more information visit:
http://cityofwoodland.org/gov/depts/cd/woodland_general_plan_2035/default.asp

General Plan Update 2035



CITY OF WOODLAND

Legislation Text

3.

File #: 16-397, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Public Works Quarterly Status Report for the period of December 2015 through February 2016

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 December 2015 through February 2016. The Report presents a summary of Service Requests and Work Orders received and created, and also contains a narrative description of major work performed and/or notable Department highlights.

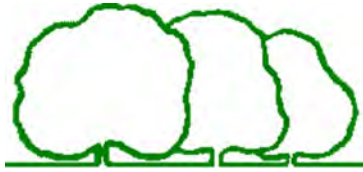
Conclusion

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

Prepared by: Johanna Currie
Senior Management AnalystReviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio, City Manager

Attachment



Public Works Department

Quarterly Status Report

December 2015 through February 2016

For the Months of Dec 15 thru Feb 16		
Division	Service Requests	Work Orders
Administration	742	-
Electrical	72	77
Environmental Services	444	-
Facilities	107	193
Fleet	-	402
Parks	8	32
Pretreatment	-	154
Sewer	58	658
Signs & Markings	10	108
Storm Drain	7	52
Streets	46	143
Urban Forestry	37	211
WPCF	-	70
Water	1,170	388
Grand Total	2,701	2,488

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 2016 Through 2/29/16	
Service Requests 1,957	Work Orders 1,646

(Totals for **2015** = 11,672 Service Requests & 9,901 Work Orders. Averaging 973 Requests and 825 Work Orders a month... for about 47 Requests for Service per Day.)

57 Working Days This Quarter =

47 Requests for Service per Day

Environmental Services Division

The following were major projects this quarter:

- Solar project – Construction wrapping up on all six solar arrays. PPA was amended, reflecting better pricing for City. First phase of Legacy Tree Grove planting was completed.
- Solid waste – Conducting focused outreach for compliance with state and city multifamily recycling requirements, including individual tenant contacts at multifamily complexes. Evaluating potential processes to address significant increases in Yolo County Central Landfill tipping fees for yard waste and construction and demolition debris recycling, and new fees for food waste processing.

- Climate Action Plan – Completed web-based sustainability dashboard. Coordinating with Woodland Step Up and Power Down on Earth Day and other events.
- Water conservation – Selected vendor to provide customer web-based water account portal and began program setup. Held rain harvesting workshop with over 50 attendees. Continued working with Finance on notifying customers with potential large leaks.

Fleet & Facilities Division

- Facilities Services: Facilities Services is continuously finding ways to increase customer satisfaction. We are currently searching for a credible handyman service to augment our backlog service requests. (We currently have 189 open work orders) Facilities staff will be meeting with a contractor in early March to see if their services would be the right fit for the City. If so, we could potentially resolve our backlog of facilities work while remaining within our contracted services budget. We'll keep the Council updated on this progress.
- Fleet Services: Fleet Services achieved a 96.6% Fleet Availability rate this quarter! This is a marked increase to our average for the year, much due to the completion of several labor-binding projects. The shop crew has been running on all cylinders despite being short a heavy equipment mechanic.

Fleet experienced a high employee turnover in our heavy equipment mechanic force over the last 5 years due to employees leaving for higher paying jobs in both the private and public sectors. This issue has been relayed to Management Partners during their assessment of Public Works, and we are anticipating their recommendations on how to increase our retention rates. In the meantime, we are outsourcing much of our heavy truck work although this option is more expensive and increasing the downtime of these critical assets.

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 100% 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 50% 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 40% 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 65% of the area being completed. The crew has also started skin paving and performing base repairs at various locations.

- Streets: Sidewalk Trip Hazard Removal- This past quarter the Streets Group has contracted the removal of trip hazards to Precision Concrete Cutting. The area focused on was City Park and Dingle School. This project area was selected due to high volume foot traffic. We removed roughly 250 trip hazards in this area.

Parks Division

- Urban Forestry: Maintenance
West Coast Arborists (WCA) has completed their contract for this fiscal year. Unfortunately there were not enough funds to finish area 13. This area will hopefully be finalized in the next fiscal year pending the reallocation of \$100k in FY 17.
- Urban Forestry: Legacy Grove planting -There was a tree planting event on Saturday, February 13th that was to begin the Legacy Tree Grove. The event had a great turnout, with 49 volunteers, including Mayor Tom Stallard and Councilman Jim Hilliard. City Manager Paul Navazio and Parks Commissioner Jon-Paul Valcarengi were also present to assist in the planting of 49 trees that are the beginning of what will eventually be the new Legacy Grove. Once finalized, this Grove will be a place where anyone can purchase plaques, benches, etc., to memorialize loved ones.

The trees are being paid for through funds that were set aside for the mitigation of trees removed for the solar project.



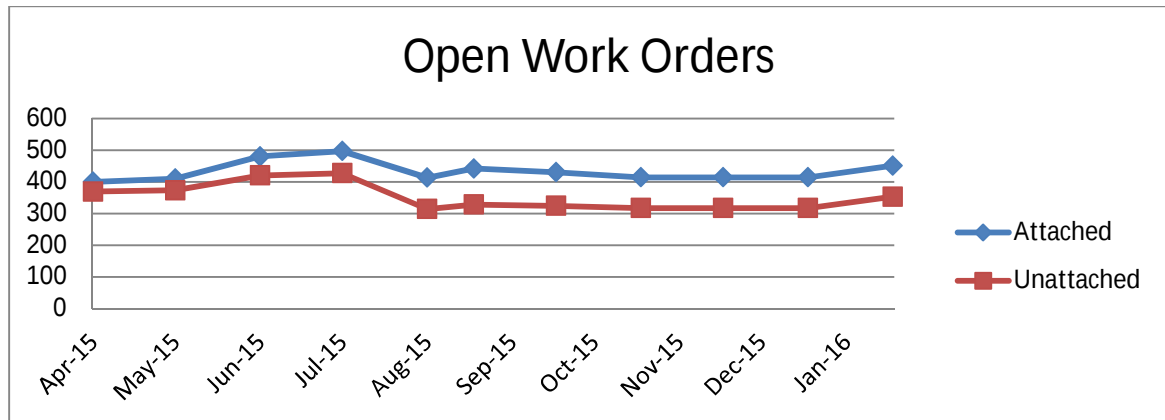
- Urban Forestry: Workload

Currently there are 451 attached and 353 unattached Work Orders that are open and waiting to be processed. This is a total of 804 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 memorial bench has been generously donated by Lill Birdsall. The bench is in memory of her son, Brandon, and was placed on the east side of Woodside Park adjacent to the walking path. This has been a great addition to the Park.

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 Road at Norden Way, as well as on Matmor Ave. at Gum Ave. This project is tentatively set for the spring. In addition, we are working with CDD to line the Beamer 30" trunk line from County Road 102, west to County Road 103.
- 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. This project is scheduled to start March 14th.

Utilities - Water Production and Distribution Division

- Wells

All wells are currently pumping and producing about 6 MGD/Day

Well #29 "ASR" (Ferns Park) project is currently in progress, and is having issues with well development. Chlorine was added in hopes to break down the mud consistency and allow more water to flow. If this technique does not work, the contractor will switch to "Air Bursting" sometime next week.

- Distribution Division - Preventive Maintenance (PM)

Crews are working diligently on fire hydrant and valve maintenance. Our goal was set at 20% (or 500 fire hydrants & 1850 Valves) to be painted and exercised for 2016.

- 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:

- In reaction to proposed changes to ELAP, we collaborated with member agencies on formation of a Laboratory Committee within CVCWA.
- Prepared & submitted monthly, quarterly, and annual reports to the Regional Board in accordance with our NPDES Permit.
- Groundwater Monitoring for the first quarter of 2016 (Laboratory)
- As reported last quarter, our toxicity testing results for the fourth quarter of 2015 indicated potential toxicity, which was confirmed during the accelerated monitoring process. In accordance with our NPDES Permit, our consultant has prepared a Toxicity Reduction Evaluation Action Plan, which has been submitted to the regional Board.
- Attended CVCWA workshop on issues related to toxicity testing.
- Pretreatment program audit by Tetra Tech on behalf of the Regional Board. We are awaiting the audit report.
-

Water Pollution Control Facility:

- Bar Screens – The filters have been installed and are working at current flows. Some small punch list items remain. The last remaining significant item is developing an agreed upon extended warranty with the contractor. CDD is currently engaged in this process.
- Aeration Project - Aeration basin 4 is in operation and staff is currently fine-tuning the treatment process. Nitrogen levels have been reduced in the effluent by 50%. Aeration Basin 3 is currently under construction with a projected completion in July.

Basin 4



Basin 3



Legislation Text

4.

File #: 16-375, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Approve the addition of a Senior Associate Civil Engineer and deletion of an Associate Civil Engineer in the Community Development Department

Recommendation for Action: Staff recommends that the City Council approve the addition of a Senior Associate Civil Engineer position and deletion of an Associate Civil Engineer position in the Community Development Department

Staff ContactBrent Meyer, City Engineer, (530) 661-5947, brent.meyer@cityofwoodland.org**Fiscal Impact**

The additional cost of the upgraded position will be absorbed by the project costs in the capital budget that are managed by this employee. The annual cost of this position increase will be \$10,900.

Discussion

During the FY2014 and FY2015 budget years, the City eliminated the capital engineering Senior Civil Engineer position and upgraded the Transportation Engineer position to a Principal Civil Engineer. This Principal Civil Engineer position oversees the capital engineering program and the traffic engineering program. Due to the broadening of scope of this position, some of the capital engineering staff have taken on additional duties. The Associate Civil Engineer (ACE) position currently oversees the pavement program and the ADA program and is therefore working out of class. Staff feels that an ACE position should be eliminated and a new Senior Associate Civil Engineer (SACE) position should be created. The differences between the ACE and the SACE position are that the SACE 1) performs more complex engineering work; 2) is responsible for one or more major functional area(s) in the Division; and 3) is expected to work with general supervision.

Human Resources has a current eligibility list for this position. Candidates on the eligibility list will interview for this new position. The successful candidate will be promoted and their current position will be deleted.

Conclusion

Staff recommends that the City Council approve the addition of a Senior Associate Civil Engineer position and deletion of an Associate Civil Engineer position in the Community Development Department

Prepared by: Brent Meyer, City Engineer

Sheila McShane, Human Resources Manager

Reviewed by: Ken Hiatt, 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

Legislation Text

5.

File #: 16-411, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Police Supervisors Association Unit Modification allowing representation of Mid Management Non Sworn Police Employees

Recommendation for Action: Staff recommends that the City Council approve the unit modification to allow the Police Supervisors Association to represent Mid Management Non Sworn Police employees.

Staff Contact

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

Discussion

Pursuant to Article IV. Section 2 through Section 7 of the City of Woodland Employer/Employee Relations Resolution the Woodland Police Supervisors Association (WPSA) hereby petitions the City for a modification of the existing bargaining unit. Decertification of the current representative of the employees in the proposed unit, and seeks recognition as the new exclusive employee organization representing the proposed unit. The unit proposed shall consist of the classification of Police Sergeants and other Non Sworn supervisors with in the Police Department such as Crime Intelligence Analyst and Police Records Supervisor.

Conclusion

Staff recommends that the City Council approve the unit modification to allow the Police Supervisors Association to represent Mid Management Non Sworn Police employees.

Prepared by: Sheila McShane
Human Resources Manager



Paul Navazio, City Manager

Attachments: Petition for Unit Modification, Decertification and Recognition of the Employee Organization Bylaws

PETITION FOR UNIT MODIFICATION, DECERTIFICATION AND RECOGNITION OF THE EMPLOYEE ORGANIZATION

Pursuant to Article IV. Section 2 through Section 7 of the City of Woodland Employer/Employee Relations Resolution the Woodland Police Supervisors Association (WPSA) hereby petitions the City for a modification of the existing bargaining unit. Decertification of the current representative of the employees in the proposed unit, and seeks recognition as the new exclusive employee organization representing the proposed unit. To the end, and as required by above referenced provisions, the WPSA provides the following information:

- A. The name and address of the employee organization:

Woodland Police Supervisors Association
PO Box 1961
Woodland, CA 95776

- B. The officers of the organization are:

President: Steve Guthrie (steven.guthrie@cityofwoodland.org)
Vice President: Tom Davis (tom.davis@cityofwoodland.org)
Secretary/Treasurer: Vikki Danzl (Victoria.danzl@cityofwoodland.org)

- C. A copy of the Association's bylaws is attached to this petition. The Association is an unaffiliated organization.
- D. The Association has as one of its primary purposes the representation of employees in their employee relations with the City of Woodland.
- E. The Association's has no restriction on membership or representation based on race, color, creed, national origin, sex, age, religion, citizenship or physical handicap.
- F. The two persons designed by the Association to whom notice may be sent by regular U.S. Mail which shall be deemed sufficient notice on the organization for any purpose are:
- G. The Association has provided proof of support in excess of 30% of the employees within the proposed unit.
- H. The unit proposed shall consist of the classification of Police Sergeants and other Non Sworn supervisors with in the Police Department such as Crime Intelligence Analyst and Police Records Supervisor.

Legislation Text

6.

File #: 16-403, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Adopt Ordinance No. 1598, Approving a Zoning Ordinance Amendment to Allow the Construction of an 80-unit Apartment Project on 4.49 acres at 180 West Beamer Street, the site of the Former Yolo General Hospital/Peterson Clinic

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1598, approving an amendment to the Zoning Ordinance Zoning Map for the 180 West Beamer Street Apartments Project (**Attachment A**).

Staff Contact

Jeff Ballantine, Associate Planner, (530) 661-5814, Jeff.Ballantine@cityofwoodland.org

Fiscal Impact

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

Background

At its March 1, 2016 meeting, the City Council introduced and waived the first reading of an ordinance approving an amendment to the Zoning Code Zoning Map from Single Family (R-1) to Multiple-Family (R-M) Residential on 4.49 acres for the 180 West Beamer Street Apartments Project. The Project includes the construction of 80 apartment units and a 3,261 square foot community building to serve low and very low-income households. At its meeting on February 4, 2016, the City of Woodland Planning Commission considered this item and passed a motion on a 6-0 vote (one member absent) approving the Site Plan and Design Review and recommending City Council Certification of the Mitigated Negative Declaration and approval of the proposed General Plan and Zoning Amendment request. In addition, a lot line adjustment was approved by Staff to create the 4.49 acre parcel for the project and to create a 0.55 acre parcel for the existing Adult Day Health Center to the north of the project site.

Conclusion

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1598, approving an amendment to the Zoning Ordinance Zoning Map for the 180 West Beamer Street Apartments Project.

Prepared by: Jeff Ballantine, Associate Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Ordinance of the City Council

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE ZONING CODE ZONING MAP FOR
THE 180 WEST BEAMER STREET APARTMENTS PROJECT TO
CHANGE THE ZONE FROM SINGLE FAMILY (R-1) TO MULTI-
FAMILY (R-M)**

WHEREAS, the City of Woodland (“City”) desires to amend the Zoning for the property located at 180 West Beamer from Single Family Residential (R-1) to Multi-family Residential (R-M); and

WHEREAS, the Zoning Code contains by reference the Zoning Map, which designates that certain real property consisting of two parcels located in the City of Woodland, California, which comprise approximately 5.88 acres and is more commonly known as Yolo County Assessor’s Parcel Numbers 064-010-021 and 064-051-037, is zoned as Single-Family Residential (R-1); and

WHEREAS, approval of the Zoning Code amendment for the 180 West Beamer Street Apartments Project is contingent upon completion of a lot line adjustment for the above-mentioned parcels 064-010-021 and 064-051-037 as shown in Exhibit 1; and

WHEREAS, Mercy Housing and Yolo County Housing, as owners of Parcel 1 in Exhibit 1, have submitted an application to the City requesting that the Zoning Map be amended to rezone Parcel 1, consisting of 4.49 acres, in Exhibit 1 from Single-Family Residential (R-1) to Multi-Family Residential (R-M); and

WHEREAS, the City of Woodland Planning Commission held a duly noticed public hearing on February 4, 2016, to receive public testimony concerning the Zoning Code Amendment; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on March 1, 2016 to receive public testimony concerning the Zoning Code Amendment, consider the Planning Commission’s recommendations, and approve the Amendment; and

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, now finds it proper to amend the Zoning Map or the Zoning Code and rezone the property, as described in Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Ordinance are in the public interest and necessary for the public health, safety, and welfare.

3. The City Council hereby finds that the proposed Zoning Code Amendment is consistent with the City of Woodland General Plan.
4. The City Council hereby approves the following the Amendment to the Zoning Map of the City's Zoning Code for the 180 West Beamer Street Apartments Project, as described in Exhibit 2.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of _____, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

ATTACHMENTS:

Attachment A - Exhibit 1 Lot Line Adjustment
Attachment B - Exhibit 2 Zoning Map Amendment

Exhibit 1

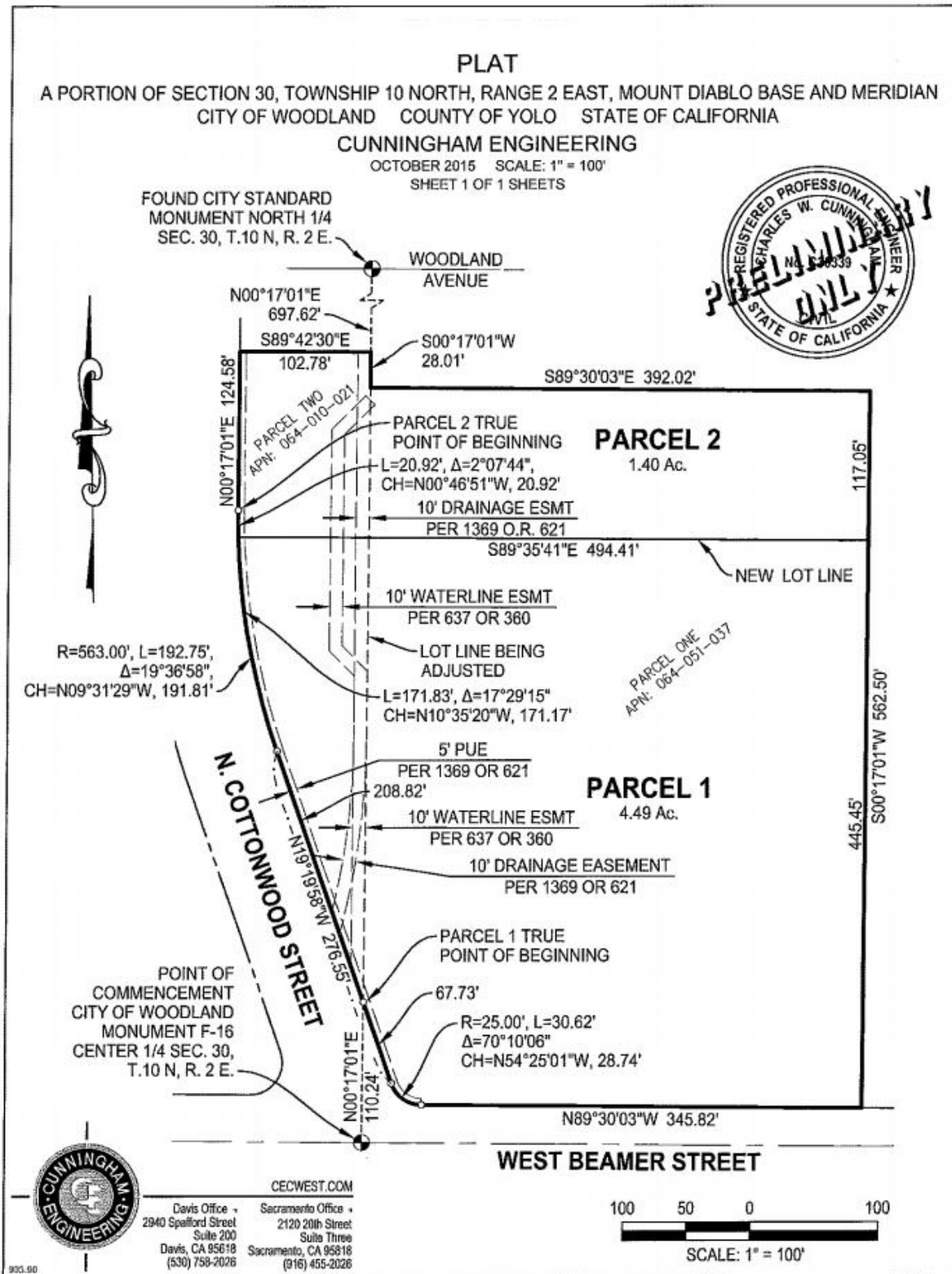


Exhibit 2



Legislation Text

7.

File #: 16-387, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Adopt Resolution No. _____, a resolution accepting Public Improvements and Authorizing the City Clerk to file the Notice of Completion for Subdivision No. 4818 (Heritage Park Phase 2)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the public improvements constructed by Subdivision Map 4818 and authorize the City Clerk to file the Notice of Completion.

Staff ContactBruce D. Pollard, (530) 661-5820, bruce.pollard@cityofwoodland.org**Fiscal Impact**

There is no impact to the City budget other than future operation and maintenance costs. All infrastructure improvements to serve the subdivision were paid for by the developer and SLSP owners overall; in-tract infrastructure costs were paid by the developer and the developer participates in all funding mechanisms for backbone infrastructure construction including the bond district and the Spring Lake Infrastructure Fee program. The owners participate in the Spring Lake Landscape & Lighting District as well as a Community Facilities District for operation and maintenance of the Community Center & Sports Park. The SLSP Fiscal Impact Study (November 2002) analyzed overall impacts of the SLSP area and predicted a fiscal surplus at build-out.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets for accounting purposes and financial reports. The total cost of public infrastructure in the GASB34 categories that the City will acquire with Heritage Park Unit 2 Subdivision is estimated as follows. New streets infrastructure is valued at approximately \$156,000, storm drain infrastructure is valued at approximately \$26,000, sanitary sewer infrastructure is valued at approximately \$64,000 and water facilities are valued at approximately \$118,000.

Background

On February 17, 2004, the City Council approved the 41.2 acre Russell Ranch North East Map No. 4650 and Development Agreement, consisting of 140 single-family lots.

The Developer, Meritage Homes of California, completed all conditions required for last portion of tentative map No. 4650 (24 lots), and City Council approve Final Subdivision Map (SM) No. 4818, Heritage Remainder

Phase 2; and the associated Subdivision Improvement Agreement (secured by bonds) on June 16, 2015.

Meritage Homes of California has completed the infrastructure improvements to the satisfaction of the City Engineer, the Public Works and Community Development Departments. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer's performance and payment securities for these improvements. The developer has provided a warranty security to correct any defects identified during the warranty timeframe of one year following the filing of the Notice of Completion.

Discussion

This is the standard practice for obtaining infrastructure improvements for new subdivisions. The final map dedicated streets and public utility easements to the City. The work is designed to City Standard Specifications and the improvements are inspected by the City during construction.

Conclusion

Staff recommends that the City Council adopt Resolution No._____, a resolution to accept the public improvements constructed by Subdivision Map 4818 and authorize the City Clerk to file the Notice of Completion.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

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



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution

Attachment B - Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAP 4818
BY MERITAGE HOMES OF CALIFORNIA**

WHEREAS, on June 16, 2015, the City Council approved the final map for Subdivision No. 4818 (Heritage Park Unit 2), which created 24 single-family lots in the Spring Lake Specific Plan ("Map"); and

WHEREAS, the conditions of approval for the Map required the subdivider, Meritage Homes of California, to enter into a subdivision improvement agreement calling for the construction of infrastructure necessary to serve the development permitted by the Map (collectively, the "Improvements"), and furnish a bond or other security to ensure the timely completion of the Improvements; and

WHEREAS, Meritage Homes of California has completed the Improvements; and

WHEREAS, Meritage Homes of California has previously furnished a bond, identified as Bond No. 7646375 and issued by Developers Surety and Indemnity Company as surety ("Bond"), securing the completion of the Improvements; and

WHEREAS, the Subdivision Map Act and the Woodland Municipal Code require the City to accept subdivision improvements which have been completed; and

WHEREAS, Meritage Homes of California has requested that the City accept those Improvements that have been completed;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council hereby accepts those Improvements constructed for Subdivision 4818 (Heritage Park Unit 2) and as shown on the 16 sheet civil improvement plans entitled, "Improvement Plans for Heritage Park Unit 2" and approved by the City Engineer March 5, 2015.

SECTION 2. The City Council hereby authorizes the City Clerk to file the Notice of Completion for Subdivision No. 4818 (Heritage Park Unit 2).

SECTION 3. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Meritage Homes of California or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

SECTION 4. The adoption of this resolution shall not be deemed to cure any breach by Meritage Homes of California or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

PASSED AND ADOPTED this 15th day of March, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

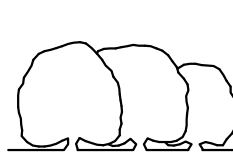
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara Ueda, City Attorney

Main Street

East Main Street



City of Woodland

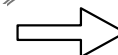
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

College Street

East Street

Bourne Dr.

To Sacramento



I-5

Gibson Road



East Gibson Road

HWY 113
To Davis

Farmers Central Road

Heritage Parkway

Heritage Park 2
Subdivision 4818

Legislation Text

8.

File #: 16-410, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Memorandum of Understanding (MOU) with Yolo County Regarding Bail Bond Judgments

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, approving and authorizing the City Manager to execute the attached Memorandum of Understanding Regarding Bail Bond Judgments concerning the apportionment of costs and fees and related reimbursements between the City and the County of Yolo for bail bond judgments.

Staff Contact

Dan Bellini, Public Safety Chief

Fiscal Impact

No fiscal impact. In the event bail bond judgments are successfully pursued, the City will receive 80 percent of the judgment amount after reasonable and statutory deductions are made.

Background

Criminal defendants who are arrested within the City's jurisdiction often post bail for their release pending trial and sentencing. However, if a defendant "jumps bail" by failing to appear at a hearing or trial at which his or her presence is lawfully required, the bail bond is declared forfeited. (Penal Code § 1305.) If the defendant is subsequently not located within 185 days, subject to extensions and tolling in certain circumstances ("forfeiture period"), the court is required to enter summary judgment against the surety for the amount of the bail bond within 90 days after expiration of the forfeiture period. The County Counsel's Office often pursues these bail bond judgments, which may include responding to motions, appeals, and ensuring summary judgment is properly entered. Judgment is entered in the County's name, and the County Counsel's Office is tasked with enforcing the judgment and distributing any funds. (See Penal Code §§ 1306, 1463.001.)

For defendants arrested within the City's jurisdiction, the City is entitled to receive most of the judgment amount against the bail bond surety - usually around 80% after certain fees and costs are deducted. (See Penal Code §§ 1463.001, 1463.002.) However, the California Penal Code does not specify how responsibility is to be divided between the City and the County regarding bail bond judgments. As noted above, it is often the County Counsel's Office that takes the lead in tracking forfeiture status of bail bonds, responding to motions, enforcing the judgment, and ensuring that moneys are distributed appropriately. Nevertheless, the lack of clear regulatory framework sometimes creates confusion regarding decision-making, enforcement of judgments, and

apportionment of costs.

To help clarify the role of the County Counsel's Office and the City and the apportionment of related costs and fees, the County Counsel developed a Memorandum of Understanding (MOU) for the City Attorney to review. Similar MOUs have been prepared for the cities of West Sacramento, Winters, and Davis. On February 23, 2016, the County Board of Supervisors approved the MOU and authorized the County Administrator to sign it on behalf of the County.

The attached MOU has been reviewed and approved by the City Attorney. The MOU clarifies the County's responsibility for the day-to-day litigation of bail bond forfeitures, which includes tracking the forfeiture period, responding to requests for extension, tolling, and vacating forfeiture, ensuring judgment is entered properly and distributing funds appropriately. The County must keep the City informed of those cases involving a defendant that was arrested within the City's jurisdiction ("City Cases") and provide the City an opportunity to take responsibility for City Cases if it desires. The MOU clarifies that the County may recover a proportionate share of attorney fees from any bail bond judgment recovery, after statutory deductions are accounted for. After disbursement of the proceeds for the foregoing are made, 80 percent of the remaining funds will be distributed to the City, 20 percent to the County. This allocation percentage is set by statute. Penal Code §1463.002.

While bail bond judgments are not common, they can be for relatively significant amounts of money. Some contested judgments can likewise incur significant attorney time, and appeals are not uncommon. The proposed MOU ensures the parties pay their proportionate share of the litigation costs so that judgments are pursued vigorously, and clarifies that the City receives its appropriate share of funds after reasonable and statutory deductions.

Conclusion

Staff recommends the City Council adopt Resolution No. _____, approving and authorizing the City Manager to execute the attached Memorandum of Understanding Regarding Bail Bond Judgments concerning the apportionment of costs and fees and related reimbursements between the City and the County of Yolo for bail bond judgments.

Prepared by: Kara K. Ueda, City Attorney



Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1 - Memorandum of Understanding Regarding Bail Bond Judgments

Attachment 2 - Resolution Approving a Memorandum of Understanding with Yolo County Regarding Bail Bond Judgments

MEMORANDUM OF UNDERSTANDING REGARDING BAIL BOND JUDGMENTS

This Memorandum of Understanding ("MOU") is entered into by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Woodland, a municipal corporation organized under the laws of the State of California ("City").

RECITALS

WHEREAS, criminal defendants who are arrested within City's jurisdiction often post bail for their release pending trial and sentencing.

WHEREAS, a bail bond is declared forfeited if the defendant does not appear at a hearing or trial at which his or her presence is lawfully required. *See* Penal Code § 1305.

WHEREAS, if the defendant is not located within 185 days, subject to extensions and tolling in certain circumstances, ("forfeiture period"), the court is required to enter summary judgment against the surety for the amount of the bail bond within 90 days after expiration of the forfeiture period ("judgment period").

WHEREAS any judgment entered is in the County's name, and the County Counsel's Office is tasked with enforcing the judgment and the County Treasurer is responsible for distributing any funds collected. *See* Penal Code §§ 1306 & 1463.001.

WHEREAS, if the defendant was arrested by the City or the California Highway Patrol within City's boundaries, 80% of any collections is deposited with the City and 20% of any collection is deposited with the County, after accounting for deductions and expenses. *See* Penal Code §§ 1463.001 & 1463.002.

WHEREAS the County Counsel's Office is often in the best position to track the forfeiture status of bail bonds, respond to motions challenging the forfeiture, ensure that summary judgment is properly entered, and enforce the judgment.

WHEREAS the County Counsel's Office incurs expenses in motion practice, appeals, and judgment enforcement related to bail bonds.

WHEREAS State law is unclear whether the costs and attorneys' fees incurred by the County Counsel's Office may be reimbursed from any proceeds collected from the judgment.

WHEREAS the parties wish to memorialize the roles and responsibilities among the County and City related to bail bond forfeitures and judgments resulting from arrests within the City, and allocate any reasonable and necessary expenses incurred by the County, including costs and attorneys' fees, among the City and County based on their respective recoveries.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RECITALS

The above recitals are agreed to be correct and incorporated by reference.

II. RESPECTIVE RESPONSIBILITIES

A. County will receive notice of bond forfeitures and track the forfeiture period. County will exercise its discretion in determining how to respond to requests for extension, tolling, and vacating forfeiture based on the circumstances of each request.

B. If the forfeiture period has passed and the bond enters the judgment period without having been exonerated, County will determine whether the defendant was arrested by City or the California Highway Patrol within City's boundaries ("City Cases"). If so, County will serve all papers related to City Cases on the City Attorney. City consents to receiving service by e-mail to its City Attorney or designee.

C. County will engage in reasonable efforts to defend the judgment and collect any recovery in City Cases. City shall have the right to assume responsibility for defending and enforcing the judgment of City Cases at any time, provided that any County expenses will still be reimbursed prior to distribution of any recovery, as described in Section IV below.

D. City will engage in reasonable efforts to assist County in exercising the responsibilities above.

III. TERM AND TERMINATION

The term of this MOU shall be from the date of the last signature below until one party elects to terminate the MOU. Notice of termination shall be effective 15 days after the notice is provided pursuant to the notice provisions in Section VII of this Agreement. If a party terminates the MOU, its provisions shall still apply to any City Cases in which the forfeiture period has expired and City has not elected to assume responsibility under Section II.C. of this Agreement, above, unless the parties agree otherwise in writing.

IV. REIMBURSEMENT PRIOR TO DISTRIBUTION OF FUNDS TO CITY AND COUNTY

A. Any moneys that are collected from bail bond judgments resulting from City Cases must be distributed as follows:

1. The District Attorney's Office or County Counsel's Office for any out-of-pocket costs (such as courier fees, copy charges, or postage) incurred in opposing a motion to vacate the forfeiture and in collecting on the summary judgment. *See* Penal Code § 1305.3.
2. If County or the Yolo County Superior Court in the future operates a "comprehensive collection program," the costs of operating that program,

excluding capital expenditures, from any revenues collected under that program before distribution. *See* Penal Code § 1463.007. Currently, neither party is aware of such a program being in place within Yolo County.

3. Two percent (2%) of any remaining funds to the State Trial Court Improvement Fund. *See* Gov't Code § 68090.8.
4. If applicable, reimbursements required by the Penal Code or the Trial Courts Distribution Guidelines, Appendix C, Table 3-1, *available at* http://www.sco.ca.gov/Files-ARD-Local/appendix_c_v24.pdf. These reimbursements are not typical.
5. Reasonable costs and attorneys' fees incurred by the County Counsel's Office in opposing motions and enforcing or collecting on the judgments that are not otherwise reimbursable or recoverable.
6. After disbursement of the proceeds for the foregoing are made, the remaining funds shall be distributed as follows: 80% of any remaining funds to City, and 20% to County.

B. County will provide City with an accounting of any costs and attorneys' fees deducted from any recovery under subsections A.1. and A.5. The accounting will include the amount of time for which attorneys' fees are being charged and the hourly attorney rate applicable for the attorneys' fees the County deducts from any recovery under subsections A.1. and A.5., above.

V. REIMBURSEMENT OF TRANSPORTATION COSTS UNDER PENAL CODE § 1306(b)

Pursuant to Penal Code § 1306(b), "[i]f a court grants relief from bail forfeiture, it shall impose a monetary payment as a condition of relief to compensate the people for the costs of returning a defendant to custody" Often, the costs of returning defendant to custody are limited to the responsible police agency's transportation costs after a defendant is detained outside of Yolo County. County will conduct reasonable efforts to notify City of City Cases in which a motion to vacate forfeiture has been filed after a defendant is apprehended so the City may transport the defendant back to Yolo County. If City opts to transport the defendant back to Yolo County, the City will provide County with the estimated cost to do so by the date requested by the County. If City does not provide the requested information by that date, County shall have no further responsibility to seek reimbursement on behalf of City for such transportation costs.

VI. NO LIABILITY FOR EXERCISING COUNTY DISCRETION

A. County shall have complete and sole discretion in decisions related to filings, litigation strategy, enforcement, and collections in City Cases. City agrees that County bears no liability for exercising such discretion, including deciding not to pursue a judgment for whatever reason. In such circumstances, City reserves the right to pursue the judgment on its own behalf.

B. County shall not be considered an agent for City. Nor should any attorney employed or retained by County be considered legal counsel for City.

C. City shall not be considered an agent for County. Nor should any attorney employed or retained by City be considered legal counsel for County.

D. All communications between counsel for County and City related to bail bond proceedings are to be considered confidential and subject to the common interest privilege. Such privileged communications are generally exempt from the California Public Records Act and discovery in litigation. Any party compelled to produce such communication shall inform the other in advance of such production.

VII. NOTICES

A. Any notices pertaining to this MOU shall be sent to the County Counsel for County and City Attorney for City, and the Chief of Police, or their respective designees, by email. The designees are:

Yolo County

County Counsel's Office:
Philip J. Pogledich
Philip.Pogledich@yolocounty.org

Julie Barga
Julie.Barga@yolocounty.org
Julie.Barga@yolocounty.org

City of Woodland

City Attorney
Kara Ueda
Kara.Ueda@bbklaw.com

Kimberly Hood
Kimberly.Hood@bbklaw.com

Woodland Police Department
Portesure Ratling
Portesure.Ratling@cityofwoodland.org

B. Any party to this MOU may change the designee by providing the other party with written notice of such change. Such notice shall be provided at least 15 calendar days prior to the effective date of the change.

VIII. AUTHORIZATION & COUNTERPARTS

County and City, by their duly authorized officials, have executed this MOU on the respective dates indicated below. The MOU may be executed in counterparts.

COUNTY OF YOLO

Dated: March 7, 2016

By: 
Patrick Blacklock
County Administrator

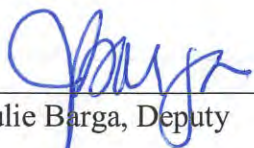
CITY OF WOODLAND

Dated: _____, 2016

By: _____
Paul Navazio
City Manager

Approved as to form:

Philip. J. Pogledich, County Counsel

By: 
Julie Barga, Deputy

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A MEMORANDUM OF UNDERSTANDING WITH YOLO COUNTY
REGARDING BAIL BOND JUDGMENTS**

WHEREAS, the City of Woodland wishes to enter into a Memorandum of Understanding Regarding Bail Bond Judgments (“MOU”) with the County of Yolo (“County”) in order to clarify and establish the apportionment of costs and fees and related reimbursements for pursuing, enforcing, collecting, and distributing bail bond judgments; and

WHEREAS, the City has negotiated in good faith, and both parties are in agreement as to the terms and conditions of the MOU; and

WHEREAS, the County’s Board of Supervisors approved and authorized execution of the MOU at its regular public meeting on February 23, 2016; and

WHEREAS, the City Council wishes to approve the MOU and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the MOU. The City Manager is hereby authorized and directed to execute the MOU, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

Section 2. A copy of the MOU is attached to this Resolution and on file in the City Clerk’s office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 15th day of March 2016, 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

9.

File #: 16-412, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Downtown Woodland Mixed-Use Hotel Project - Disposition and Development Agreement and Conditional Use Permit

(APNs 005-645-010, -011, -012, -014 and -015)

Recommendation for Action: Staff recommends that the City Council:

1. Receive the Staff Report; and
2. Conduct the Public Hearing; and
3. Adopt Resolution No. _____, approving a Conditional Use Permit (CUP), Site Plan and Design Review application (PLNG16-00006) allowing a five-story, 81-room, mixed use hotel project in the Central Business District, Downtown Specific Plan Area, District A4, including a reduction in the number of required on-site parking spaces, and a modification to sign height limit requirements, based on the findings presented and a determination of project consistency with the Downtown Specific Plan; and
4. Adopt Resolution No. _____, authorizing the City Manager to enter into a Disposition and Development Agreement (DDA) with Ganesh Hospitality, LLC, a California limited liability company for the sale of city owned property at 1001 and 1017 Main Street to allow for the development of a mixed-use hotel project.

Applicant/Owner

Jivan B. Patel and Ramilaben J. Patel Living Trust

Staff Contact

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

Ken Hiatt, Community Development Director - (530) 661-5930, Ken.hiatt@cityofwoodland.org

Fiscal Impact

The total project value is estimated to be \$10,500,000. The project will generate one-time revenues in the form of development impact fees and permit fees. Once completed, the project will have significant direct and indirect positive fiscal impacts in the form of property and sales taxes and transient occupancy tax (TOT), as well as business license fees. Sales of food and beverage from the restaurant/café and retail portions of the project will generate sales taxes. Furthermore, the project is expected to stimulate additional economic activity for existing downtown businesses and generate demand for new businesses that will result in reinvestment in downtown properties translating to further increases in property and sales tax revenues for the city.

The DDA is structured as a market rate transaction. The Developer shall pay the City the full fair market value of the city property, which shall be approximately \$322,220. based on the appraisal's \$13.50 per square foot value. The purchase price is based on the square footage value of the land and may be adjusted depending on the final project design and hotel footprint. The City and Developer shall each pay one half (50%) of the escrow and recording fees. The City's share of these costs will be paid out of sale proceeds.

As part of the project evaluation, the Developer obtained a Phase 1 Environmental Site Assessment of the City's property which identified potential contamination based on prior uses on and adjacent to the property. The Developer is proceeding with a Phase 2 Site Assessment to investigate any contamination that would require remediation. In the event the Phase 2 Report identifies contamination requiring mitigation or remediation measures, the City shall be responsible for costs and expenses of such mitigation. The attached draft of the DDA provides that the City's exposure to remediation costs would be limited to the amount of the purchase price of the property. Language in this section of the DDA (Section 3.12.4) is still under discussion with the Developer and final language will be provided at or prior to the meeting.

All costs related to the processing of project entitlements, including the Conditional Use Permit, Site Plan and Design Review application, building permits, and any future lot line adjustments and/or parcel map required to create one or more legal parcels to enable project development shall be borne by the Developer.

Additional discussion of the terms of the DDA is provided below (see Project Proposal - Disposition and Development Agreement.)

Project Site Description

The Downtown Specific Plan "District A4," as identified in Figure 3-3 of the Specific Plan (see Attachment 5) is located on the eastern portion of the Main Street commercial corridor between Fifth and East Streets. In the area just north of Main Street and west of Sixth Street, land uses consist of a two-acre city park (Freeman Park), Toy Library and United Way offices, the Budget Inn, an auto glass shop, and a tanning salon. To the east of Sixth Street are vacant lots and an empty Victorian house. The new courthouse is located south of Main Street, west of Sixth, also in District A4. The Wiseman Building is located south of Main Street and east of Sixth Street.

The proposed address for the mixed-use hotel project is 1021 Main Street; however, the project will include the acquisition and redevelopment of a small portion (approximately 14,365± square feet or 0.330± acres) of the existing 2.25 acre Freeman Park site at 1001 Main Street, the existing Woodland Toy Library at 1017 Main Street (approximately 9,502.5± square feet or 0.218± acres), and the existing Budget Motel at 1021 Main Street and 318 and 320 Sixth Street (see Attachment 3). The proposed footprint of the hotel is 16,823 square feet. The project site, including the hotel footprint, parking and outdoor use areas is approximately 49,960 square feet or 1.146 acres in size. Site access consists of driveways off of Main Street, Sixth Street and Court Street.

Background

In May of 2015, the city was contacted by the owners of the Budget Inn inquiring as to the city's interest in considering the sale of its property adjacent to their motel at 1021 Main Street for the development of a mixed use extended stay hotel and retail/restaurant project on the combined site.

The city owns both 1001 Main Street and 1017 Main Street, which are adjacent and to the west of the Budget

Inn motel. 1001 Main Street (Freeman Park) is a 2.251 acre parcel which consists of park improvements, a new municipal drinking water well, and parking to serve the park and adjacent City owned building at 1017 Main Street. The Freeman Park property was quitclaimed from the Woodland Joint Unified School District to the City in 2004.

The building at 1017 Main Street, commonly referred to as the United Way Building, is currently partially occupied by the Toy Library. The Toy Library is operating as a quasi-city program and the city will be assisting them in securing a longer term location for their use. The State of California quitclaimed the property in 1974 to the City with a condition that the property be used for park and recreational purposes for 25 years. This condition was satisfied and no longer restricts the use of the site.

In June, the city entered into an Exclusive Negotiating Agreement (ENA) with the project applicants, Jiven B. Patel and Ramilaben J. Patel Living Trust for the disposition of 1017 Main Street (Woodland Toy Library) and a portion of 1001 Main Street (Freeman Park) through a Disposition and Development Agreement (DDA) for the development of the mixed-use hotel project. The ENA did not bind either party to the sale or purchase of the property, but allowed for a negotiation and due diligence period. During this period a site appraisal and historic survey of Freeman Park and the former California Highway Patrol/Department of Motor Vehicles (DMV) building (currently housing the Toy Library) were completed for the City owned properties, as well as preliminary design plans and additional site and financial analysis to determine the feasibility of the project. (Historic Survey included in Attachment 7 and a more detailed summary of the historic survey results provided below.)

Based on the results of analysis completed to date, the applicant desires to proceed with the proposed project as described in detail below. The application must secure a Conditional Use Permit and Site Plan/Design Review approval from City Council as well as enter into a City Council approved Disposition and Development Agreement (DDA) to move forward with the project. On January 21, 2016, the Woodland Planning Commission voted unanimously (one member absent) to recommend City Council approval of the CUP, Site Plan and Design Review application. (Further discussion regarding the Planning Commission hearing is provided below under “Commission Recommendation”). The project is now moving forward to the City Council for final consideration of both the CUP, Site Plan and Design Review application and the Disposition and Development Agreement.

Project Proposal

Conditional Use Permit, Site Plan and Design Review Application

The applicant is requesting a Conditional Use Permit for the construction of a 63,179 square foot, 81 room Home2 Suites by Hilton (or similar extended stay hospitality brand/company) on 1.146 acres at 1021 Main Street. The proposed extended stay hotel will provide accommodation for travelers on leisure or work related stays within the heart of Historic Woodland within walking distance to dining, entertainment and retail amenities. The proposed hotel will include a small porte-cochere entryway, main lobby, two meeting rooms of approximately 800 square feet each, a fitness room, an indoor pool and approximately 6,810 square feet of retail, restaurant and café space fronting Main Street. These retail/dining spaces will open out on to Main Street and Freeman Park, utilizing full roll-up/tilt-up doors to allow for an open-air dining experience. Patio areas adjacent to Main Street and Freeman Park include outdoor seating/dining opportunities. The proposal includes approximately 119 parking spaces, 50 of which are provided as underground parking directly beneath the hotel. Above ground structured parking has been explored as an alternative to the proposed underground parking; however, at this time, the applicant is choosing to proceed with the underground parking based on cost

savings and design efficiencies (See Attachment 3 - Site Plan, Elevations and Photo Simulations).

The proposed structure is five stories tall, with hotel rooms occupying floors two through five. The ground floor will house the indoor pool and fitness room, lobby, two meetings rooms, and the retail/restaurant space fronting Main Street. The roof line of the fifth story will be approximately 66 feet with an overall average height of 70 feet to the top of the parapet.

Since the Planning Commission hearing, the applicant has provided further confirmation of proposed energy efficiency measures that will be included in the development project including the installation of roof mounted solar panels and efficient all electric heating and cooling systems in each room; a minimum of six (6) electric vehicle charging stations on-site and pre-wiring for future additional stations; thermal solar or similar heating for the indoor pool; and tankless hot water heaters for all guest rooms, eliminating wait time for hot water and eliminating the use of natural gas as a major component of hotel operations.

Upon approval of the Conditional Use Permit and based on a specific schedule of performances outlined in the Disposition and Development Agreement, the project applicant will initiate the required lot line adjustments and/or parcel map necessary to transfer ownership of land required for the project.

Disposition and Development Agreement

As described above, the project assumes the sale and transfer of approximately 0.55 acres of City owned property consisting of a portion of Freeman Park at 1001 Main Street and all of 1021 Main Street (the "Woodland Toy Library" site). As required under the terms of the Exclusive Negotiating Agreement, a DDA outlining the proposed project terms for the sale and development of city property for the hotel project has been prepared. The DDA sets forth the obligations of the City and developer and the terms and conditions for the purchase and sale of the city property, as well as design, development, construction and operation requirements of the project. The following is a summary of key terms of the DDA recommended for approval. A full copy of the Agreement is attached to this report as Attachment 4.

Summary of Terms

- Developer agrees to purchase the city property in as-is condition for \$13.50/square foot (\$322,220.00 based on estimated parcel size)
- City and Developer shall split escrow and closing costs.
- Developer to pay any costs associated with further site/building assessments during a 90-day feasibility period.
- City agrees to pay for environmental remediation of its property up to value of purchase price (under discussion at time of posting of staff report).
- Developer agrees to develop an extended stay hotel consisting of five floors, with approximately 6,810 square feet of commercial space on the first floor of the building for retail and restaurant space. The hotel will include 81 rooms, a main lobby, meeting rooms and an indoor pool, and the Project Site will provide 114 off-street parking spaces, including 50 underground parking spaces. The first floor will include a (the "Project").
- Developer, at its sole expense, shall take actions necessary to obtain approval from the City of a parcel map, lot line adjustment or other actions required by the City to reparcelize the Project Site to create one or more legal parcels to enable development of the Project.

- Developer to pay all development and construction costs including entitlement, permit, and impact fees.
- Developer agrees, through covenant, to operate the ground floor commercial space of the hotel exclusively as a café or restaurant use. No other use shall be permitted without written consent of the City.

Fiscal and Economic Analysis

The project is expected to have a substantial positive fiscal benefit to the City. The project will generate one-time revenues in the form of development impact fees and permit fees. Once completed, the project will have significant direct and indirect positive fiscal impacts in the form of property and sales taxes and transient occupancy tax (TOT), as well as business license fees.

The total project value is estimated to be \$10,500,000. The project site is within the highest tax rate area in the City where the city receives 30% of the base 1% of property tax and will generate substantial tax increment. Sales of food and beverage from the restaurant and café portions of the project will generate sales taxes. Furthermore, the project will stimulate additional sales for existing downtown businesses and generate demand for new businesses that will result in reinvestment in downtown properties translating to further increases in property and sales tax revenues for the city.

City Services

The project site is currently served by City services. Existing utilities (storm water, sewer, water, electrical and gas) are adequate to serve the proposed project.

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within 300 feet of the project site.

Copies of the factual staff report for the proposed project have been on file at City Hall since March 11, 2016.

Applicable Laws, Codes & Ordinances

The project is subject to several laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- The City of Woodland Community Design Standards
- The City of Woodland Downtown Specific Plan

Environmental Assessment Status

This project qualifies for a categorical exemption from the provisions of CEQA as the project is considered a Class 32 In-Fill development (CEQA Guidelines, §15332). This class of exemption is required to adhere to the following requirements:

- A. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as applicable zoning designation and regulations.
- B. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- C. The project site has no value as habitat for endangered, rare or threatened species.
- D. Approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality.
- E. The site can be adequately served by all required utilities and public services.

The site is located within the Woodland City Limits. The project is located on a site of less than five (5) acres in size (project site is approximately 1.14 acres). The site is surrounded by urban development. The site was previously graded and consists of existing buildings and improved park land. The site does not provide habitat for sensitive species. Development of the site will not result in significant noise, air quality, or water quality impacts, or impacts to historic structures or resources. The project will comply with City noise standards. Existing utilities (storm water, sewer, water, electrical and gas) are adequate to serve the proposed project. A more detailed assessment of the project's compliance with these exemptions is attached to this report (Attachment 11).

Prior to taking action to approve the project as recommended, the City Council is required to confirm the environmental determination in conjunction with action on the project. If this project is approved, staff will file a notice of exemption with the Yolo County Clerk's Office in conformance with Article 5 §15062(a) of the CEQA guidelines.

Historic Resource Analysis and Historical Preservation Commission

A Historical Resource Study (Attachment 7) was completed in September 2015 for 1001 Main Street ("Freeman Park") and 1017 Main Street ("Woodland Toy Library"). The city retained the services of Historic Resources Associates to perform the attached analysis. The analysis was completed to determine the potential historic significance of each property as part of the initial "due diligence" phase of investigation and planning associated with the proposed mixed-use, five-story hotel building which would occupy the parcel currently occupied by the Woodland Toy Library and a small portion of Freeman Park. The proposed hotel would abut Freeman Park, filling the existing driveway and parking area currently used to access the park via Main Street.

Neither 1001 nor 1017 Main Street are located within the National Register Downtown Woodland Historic District, nor are the properties designated historical landmarks. None the less, the 1997-98 revised survey of historical properties within the city's redevelopment area identified 1017 Main Street as "appear[ing] worthy of Woodland's local list." As such, a detailed historical analysis of both 1017 and 1001 Main Street was completed to determine the historic significance of each property.

In summary, the historic survey concluded that 1001 Main Street (Freeman Park) is not a significant resource under any of the National Register of Historic Places (NRHP) or California Register of Historic Resources (CRHR) criteria, or the City of Woodland Section 12A-3-1 standards for designation of historical landmarks, historical districts, and historical resources. This is largely due to the loss of nearly all of the park's character defining features associated with the original park design or that of the Works Project Administration park

design, resulting in a lack of sufficient integrity to consider it a historic resource.

In contrast, the historic survey noted that 1017 Main Street (Woodland Toy Library, formerly the California DMV and Highway Patrol Office) retains good integrity. However the building was one of hundreds designed by California State Architect Alfred A. Eichler during the 1920s through the 1940s, and by contrast, is one of the considerably less elaborate, unique or exemplary in regards to workmanship and design. Further, the building does not reflect an important association with other governmental buildings in Woodland, such as the old Courthouse, that played a significant role in the city's political and social history. Therefore, the property does not appear to be a significant resource under any of the NRHP or CRHR criteria, and the city's Section 12A-3-1 standards for designation of historical landmarks, historical districts, and historical resources.

Consistent with Section 12A-7-3 of the Municipal Code, a determination was made by the Director of Community Development that the properties should not be considered for designation as a historical landmark or historical resource. Because the properties are not located within the city's designated historical district and are not designated historical landmarks, the proposed demolition and redevelopment of the Woodland Toy Library and a small portion of Freeman Park associated with the hotel project were not formally considered by the Historical Preservation Commission. However, a copy of the historic resource study was provided to the Historical Preservation Commission and an informational item and staff report was prepared for the November 18, 2015 Historical Preservation Commission meeting to provide an opportunity for the commission to provide comments, propose modifications and/or ask questions regarding the report. The Commission had no concerns with the results of the report. One commission member suggested areas for contextual clarification, but had no concerns with the final report findings.

Reviewing Agency Comments

The project was circulated for review by the City of Woodland Building, Public Works, Development Engineering, Traffic Engineering and Fire Divisions, Woodland Recreation and Parks District, the Woodland Police Department, Yolo County Transit District and Waste Management. All reviewing agency comments have been integrated into the conditions of approval.

Commission/Committee Recommendation

On January 21, 2016, the Woodland Planning Commission voted unanimously (one member absent) to recommend City Council approval of the CUP, Site Plan and Design Review application with a recommendation that City Council amend Condition of Approval #13 as follows (recommended language double-underlined in bold; language recommended for removal in strike-through):

COA #13: **Any proposed reduction in the number of required on-site parking spaces (105 required) shall be submitted for review and approval by the Planning Commission.** Project shall include not less than 90 parking spaces, but shall strive to provide the standard 105 spaces based on use and square footage requirements. Required parking spaces can be provided through a combination of on-site parking and parking secured through shared use agreement(s) with the city and other property owners within 300 feet of the site. A final parking plan, including parking structure and shared use agreement(s), shall be submitted for review and approval by the City Planning Division and Traffic Engineer prior to building permit issuance.

The Planning Commission, in general, was highly supportive of the project. However, members of the Commission expressed concern that a reduction in parking could adversely impact downtown businesses and

that a major problem in trying to develop and promote downtown businesses is the lack of parking. Several Commission members expressed a desire to see a more substantial parking facility “anchor” the east end of Downtown and to capture the opportunity that this project’s proposed parking facility presents. To that end the Commission requested that staff and the applicant consider designing the proposed single-level, structured parking facility in a manner that would allow for future vertical expansion when funding is available. The Commission request to modify this condition was not intended to open up the entire project for reconsideration, rather simply the proposed parking plan in the event the required 105 spaces could not be accommodated.

As conditioned (COA #13 and #91), the applicant will continue to work with staff in developing the final parking layout, which may include the proposed underground parking (50 spaces) or a structured parking facility, in addition to a surface lot. Additionally, a Parking Management Plan shall be provided for review and approval by the Planning and Traffic Engineering Divisions. The Parking Management Plan will include a valet parking plan to accommodate additional parking demand for special events or when the hotel reaches full-occupancy.

It is the applicant’s desire to provide the required 105 parking spaces for the project to best serve its guests and patrons. The site plan currently shows 119 parking spaces, exceeding the minimum required. However, as the final design and site plans are prepared, some parking may be lost (or possibly added). Staff continues to recommend some flexibility in the number of parking spaces required to allow for the best possible project, parking and circulation design. (A more complete discussion and recommendation regarding project parking requirements is provided below; please see Development Standards - Off Street Parking.)

Staff continues to recommend City Council approval of Condition of Approval #13 as originally stated, which allows for a reduction in parking to be considered at staff level to allow for no less than 90 spaces on site, but that the applicant shall strive to meet the required 105 spaces. If desired by the City Council, staff can include a project condition that requires any reduction in parking from the required minimum, be subject to the Downtown Parking District In-Lieu fee of \$5,680 per space. However, halting the project to consider a minimum reduction in parking at a public hearing during late design phases creates uncertainty and added risk for the developer. If City Council concurs with retaining the original condition language, staff would bring back to the Planning Commission as an informational item, the final parking plan if the total number of spaces is less than the required 105 parking spaces.

The Planning Commission provided additional recommendations regarding project design elements including a request for additional detailing on the rear portion of the building to help break up the expanse of dark brown stucco. As conditioned, staff, in partnership with the Planning Commission design review liaison, will continue to work with the applicant on design details and finish materials; however, in response to this specific recommendation, the applicant has revised the project elevations to incorporate additional brick detailing at the rear portion of the structure.

Also, the Commission provided recommendations regarding the required public art component of the project, specifically recommending that, if possible, the future art installation be placed in the adjacent Freeman Park; complimenting both the hotel project and the park. Staff concurs with this recommendation and will work with the project applicant on the most appropriate location and placement of the future art piece. The public art proposal, once developed, is required to be reviewed and approved by the Planning Commission prior to installation.

General Plan Consistency

The 2002 General Plan (GP) designation for the site is Central Commercial (CC). This General Plan

designation provides for retail and services uses, restaurants, banks, entertainment uses, professional and administrative offices, residential units above the ground floor, public and quasi-public uses, and similar and compatible uses. The Floor Area Ratio (FAR) for non-residential uses located within the Central Commercial land use designation shall not exceed 4.0. The project's FAR is 1.2. The proposed use of the site as a hotel is consistent with the General Plan.

Consistency with Other Plans

The project site is subject to the requirements of the Community Design Standards and Zoning Ordinance except where superseded by the regulations contained within the City of Woodland Downtown Specific Plan. Where a topic is not addressed in the Specific Plan, other applicable City regulations (i.e. Zoning Ordinance and Community Design Standards) apply. The following analysis outlines the project's compliance with the Downtown Specific Plan regulations and/or Zoning/Design Standards as applicable:

Specific Plan and Land Use

The project site is located within the City's Downtown Specific Planning Area, District A4. Hotels and mixed-use development projects are permitted within District A4 subject to approval of a Conditional Use Permit. The goal of the Specific Plan is to revitalize Woodland's historic downtown into a vibrant place, reflective of the community's history and historic character, where residents and visitors alike come together to work, live, play and actively engage in the community. The Downtown Specific Plan identifies District A4 as the "Eastern Gateway" of the downtown and articulates a vision for the north side of Main Street that builds upon the mixed use development theme to the north (including the old Rice Mill building). The plan suggests that the city extend Freeman Park eastward out to 6th Street to capitalize on its unique location as a relatively large downtown park.

The proposed project is consistent with the vision for this "eastern gateway" section of Main Street, incorporating land use and design elements similar to the Rice Mill. The mixed-use hotel project provides for a unique and grand entrance into Woodland's historic downtown with the building itself located just off of Main Street extending north toward Court Street, with outdoor space provided between the hotel and Main Street for patio dining and other social gathering opportunities. The ground floor of the hotel includes over 6,500 square feet of retail/restaurant opportunities, accessible from Main Street, providing additional shopping and/or dining opportunities for hotel guests and downtown visitors, in addition to the hotel lobby and other hotel amenities also located on the ground floor. The retail/restaurant spaces will open out onto Main Street and Freeman Park, enriching the streetscape and the park and reinforcing downtown's identity as a compelling place for shoppers and visitors. As described in detail below (Project Design section), the proposed building architecture, exterior finish, and retail storefronts on Main Street, draw upon the historic elements of Woodland's downtown including the use of brick and decorative tower/roofline elements. The proposed mix of uses and connection to Freeman Park will help draw people downtown during the day, evening and on weekends. The project provides an improved streetscape offering visitors a pleasant pedestrian experience and creates a series of outdoor spaces to encourage social gatherings in the downtown.

The project does reduce the overall acreage of Freeman Park by approximately 0.33 acres (much of which currently consists of asphalt parking areas), however; the commercial space on the ground floor of the hotel, opening out on to the park, as well as the guest rooms above, will provide additional "eyes on the park" for safety, as well as serve to "reenergize" the park. While the specific plan vision of an enlarged park size is not proposed, the project will enhance utilization of this important downtown/community asset by improving the activity around it and making it a more inviting place.

Project Design

The proposed building design incorporates design elements similar to those throughout the downtown. The façade has crowns and bases similar to other historic downtown structures but the brickwork is new and in keeping with a newly constructed building. As described by the applicant, “The façade is grand in scale, promoting a sense of place. Awnings, decorative lighting, and signage will all develop the idea of retail and “people spaces.”

The building mass is broken up into two styles; the front is clad in brick and black glass and the rear portion in a deep chocolate brown, with an urban “warehouse” style. At the intersection of the two building styles, a vertical white band occurs which is a visual cue for the Hilton Home2 product signage standards.

The project architect provides a detailed description of the project design concepts and use of materials in Attachment 4.

Development Standards

Setbacks. The site plan for the proposed hotel shows the following proposed setbacks:

<u>Setback</u>	<u>Requirement</u>	<u>Proposed Hotel/Parking Structure</u>
Front Yard	Average setback on the block	15’/0’
Rear Yard	None, unless adjacent to residential use, then 10 feet	20’/0’
West Side Yard	None/0’	4.3’/0’
East Side Yard	None/0’	49.77’/0’

The average front setback on Main Street between Sixth and Fourth Street is 14 feet. The average front setback on Sixth Street between Main and Court Street is 26 feet, however; one warehouse building is setback approximately 100 feet from Sixth Street resulting in an atypical setback average for the block as compared to most of the historic district. Staff finds that the project is in substantial compliance with setback standards within the Downtown Business District and is consistent with typical setbacks along Main and within the historic downtown district meeting the intent of the downtown standards.

Height. The Downtown Specific Plans allows for a maximum height of 65 feet in District A. The proposed height at the building’s roof line is approximately 66 feet above grade. The overall height of the proposed building including decorative parapet and tower feature is approximately 70 feet above grade. The height of the building is typically defined as the vertical distance measured from the average level of the highest and lowest point of that portion of the lot covered by the building to the top most point of the roof excluding chimneys, elevators, ventilation and air conditioning equipment, and parapet walls. Article 25, “Exceptions and Modifications,” of the Zoning Ordinance states that height limitations shall not apply to “belfries, chimneys, cupolas, towers, [etc.]...or parapet walls extending not more than four feet above the limiting height of the building.” As such, staff finds that the overall height of the building is in substantial compliance with and meets the intent of the Downtown Specific Plan and Zoning Ordinance for height requirements considering average grade.

Lot Coverage. The Downtown Specific Plan District A specifies a maximum lot coverage of 100 percent. “Lot coverage” means the area of a lot occupied by buildings, and does not include fences, walls, hedges, swimming pools, or uncovered patios. The subject parcel (after proposed lot line adjustments are complete) is

1.146 acres or 49,960 square feet in area. The proposed project, including the parking structure, has a footprint of approximately 31,820 square feet (16,820sf hotel footprint + 15,000sf parking structure “footprint” = 31,820sf). The proposed project has a lot coverage of 63 percent and is therefore consistent with the lot coverage requirements (31,820sf combined building footprint ÷ 49,960sf parcel size = 0.63 or 63 percent).

Off Street Parking. Article 23, Section 25-23-15, of the Zoning Ordinance speaks to parking requirements within the Downtown Parking District. Hotel uses are required to provide one space per room plus one space for the manager; retail spaces, restaurants, cafes, and coffee shops are required to provide one space for each three hundred square feet of gross floor area. The proposed 81 room mixed-use hotel, including 6,810 square feet of commercial/retail space is required to provide 105 off street parking spaces assuming the hotel and commercial areas are calculated as entirely separate uses and parking requirements are met for each individual use. Through a shared parking agreement with the city for use of the city parking lot adjacent Freeman Park off of Court Street, the project is anticipated to provide for approximately 119 off-street parking spaces (104 on-site spaces, including 50 underground spaces, plus 15 shared spaces).

Consistent with Section 25-23-15 of the Zoning Ordinance, the City Council may consider and approve a shared parking agreement to reduce parking demand by a maximum of twenty-five percent from the underlying base standards if the council finds that: 1) there are unique aspects of the use that warrant a reduction in on-site parking spaces; 2) that there will be no conflict in type and the time of the uses where shared parking is granted; 3) that sufficient parking will remain within the downtown parking district; 4) that the number of spaces provided will meet the greatest parking demand of any participating use; 5) that there will not be a significant negative impact to surrounding properties. Shared parking may be considered if multiple uses on the same parcel cooperatively operate the facilities and if some uses generate parking demands when other uses are not in operation. A twenty-five percent reduction in the parking requirement would allow for a reduction of 26 parking spaces, requiring a total of 79 off-street parking spaces for the project.

As final development plans are prepared, specific parking lot and structure design may change resulting in a possible addition or reduction in the number of on-site parking spaces provided. Staff recommends that the City Council consider and approve the following condition of project approval to allow staff to continue to work with the applicant to develop the best parking solution possible as the project moves through final design stages. The following condition would allow for a possible 14 percent reduction in parking spaces. (See also discussion above regarding Planning Commission consideration of this condition.)

Project shall include not less than 90 parking spaces, but shall strive to provide the standard 105 spaces based on use and square footage requirements. Required parking spaces can be provided through a combination of on-site parking and parking secured through shared use agreement(s) with the city and other property owners within 300 feet of the site. Final parking design, including parking structure, shall be submitted for review and approval by the City Planning Division and Traffic Engineer prior to building permit issuance.

Ninety (90) parking spaces exceeds the total parking required for the hotel as a standalone use (82 spaces required), plus eight additional spaces. This allowance meets finding #4 stated above requiring that “the number of spaces provided meet the greatest parking demand of any participating use.”

Staff recommends that the City Council adopt the above listed findings for a shared parking reduction based on the following analysis:

- The hotel includes 81 rooms requiring one parking space each. It is not likely that the hotel will reach

100 percent occupancy 100 percent of the time, reducing the 1 to 1 ratio requirement.

- The project will provide 21 on-site bicycling parking spaces, including a minimum of 8 covered and secured spaces for employees allowing for alternative modes of transportation to the site and a reduction in parking demand.
- It can be assumed that a significant portion of the patrons of the commercial (retail/restaurant) space(s) in the hotel will either be guests of the hotel or will be pedestrian visitors from adjacent downtown businesses and/or the courthouse located directly across Main Street reducing on-site parking demand.
- During peak evening dining hours and on weekends, other nearby businesses/offices in the downtown are closed, freeing up on-street/off-site parking around the project.
- During the midday peak lunch hour, the hotel parking demand will be at its minimum.
- The project has been conditioned to establish, and provide to the City for review, a Valet parking plan which can be utilized during special events or at times that the hotel is reaching maximum occupancy levels, which will allow for additional vehicles to be parked on-site.

If the proposed underground parking becomes infeasible, a possible alternative could include an above ground parking structure as shown in Attachment 10. If the structured parking alternative is utilized, a condition (COA #14) is included requiring design consistency with the direction provided in the Downtown Specific Plan for garages which specifies that the architecture of the parking structure shall be similar to all of the adjacent buildings to disguise the actual parking element in the design. As conditioned, the applicant will continue to work with staff and the Planning Commission Design Review Liaison to enhance the overall appearance of the parking structure, to include design details, landscaping or other façade enhancements that will complement the design of the hotel and minimize the overall mass and scale of the structure from Sixth Street and adjacent properties.

Since the Planning Commission hearing, the project applicant has confirmed the installation of a minimum of six (6) on-site electric vehicle charging stations with pre-wiring in place for future additional charging stations.

Landscaping. Article 22 of the Zoning Ordinance commencing with Section 25-22-01 addresses landscaping. The Zoning Ordinance requires that no less than six percent of the interior area of all parking lots shall be devoted to permanent landscaping. The Zoning Ordinance also requires that shade trees shall be planted and evenly distributed within uncovered portions of the auto parking area so that at the trees maturity, 40 percent of all the parking stalls and back up area will be in shade at high noon at such times that the trees have full foliage. This requirement does not apply to the second level of the parking structure, which will consist of an uncovered parking area.

The applicant shall submit and obtain from the Community Development Department approval for all final landscape and irrigation plans. The project, as conditioned, is consistent with the Zoning Ordinance.

Signage. Section 6.7 of the Downtown Specific Plan addresses sign requirements and guidelines. The applicant will be required to provide fully dimensioned elevations and construction detailed drawings, and receive approval for all proposed signs prior to installation. Staff will review these plans to ensure that they meet the criteria identified in the specific plan, applicable Zoning Ordinance sections and Community Design Standards. Signage exceeding 200 square feet in total combined area or that deviate substantially from adopted standards or intent of the Downtown Specific Plan shall require Planning Commission Approval.

The City Council is asked as part of this report to consider and recommend approval of an exception to the Zoning Ordinance sign standards applicable to the Central Business District which limit wall mounted signs to

30 feet in height. This requirement is inappropriate given the height and design of the proposed project. The City Council is asked to approve project signage that exceeds the 30 foot height limit, but that requires all proposed signage to be located below the top of the parapet wall/roof line as shown and in substantial compliance with the project elevations. A Comprehensive Sign Plan shall be submitted for review and approval by the Community Development Director prior to issuance of a building permit.

Public Art. The Community Design Standards require public art for the proposed project. As conditioned, the proposed public art installation shall be brought back to the Planning Commission for review and approval prior to issuance of a Certificate of Occupancy.

Lighting. Parking areas, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with adequate illumination. A lighting level of one foot-candle minimum, maintained illumination at ground level is required per the Security Ordinance. Such lighting shall be equipped with vandal-resistant covers. Prior to issuance of a building permit, the applicant shall submit a lighting plan to be reviewed by the Planning Department.

Conditional Use Permit

Article 27 of the Zoning Regulations commencing with section 25-27-01 addresses conditional use permits. The Planning Commission may approve, conditionally approve or deny an application for a conditional use permit; and in authorizing a conditional use, may impose such requirements and conditions with respect to location, construction, time period, maintenance, and operation, as deemed necessary for the protection of adjacent properties and the public interest, when reasonably related to the use of the property. Before granting any conditional use permit the Planning Commission shall be satisfied that the proposed structure or use conforms to the requirements and the intent of this chapter and the general plan. The zoning for the proposed site is Downtown Specific Plan, Area A4. Hotels and mixed-use developments are permitted in this zone with a Conditional Use Permit. For this project, the duties of the Planning Commission are elevated to the City Council for final action.

Conclusion

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

1. Receive the Staff Report; and
2. Conduct the Public Hearing; and
3. Adopt Resolution No. _____, approving a Conditional Use Permit (CUP), Site Plan and Design Review application (PLNG16-00006) allowing a five-story, 81-room, mixed use hotel project in the Central Business District, Downtown Specific Plan Area, District A4, including a reduction in the number of required on-site parking spaces, and a modification to sign height limit requirements, based on the findings presented and a determination of project consistency with the Downtown Specific Plan; and
4. Adopt Resolution No. _____, authorizing the City Manager to enter into a Disposition and Development Agreement with Ganesh Hospitality, LLC, a California limited liability company for the sale of city owned property at 1001 and 1017 Main Street to allow for the development of a mixed-use hotel project.

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

- Attachment 1 - City Council Resolution Approving CUP
- Attachment 2 - Conditions of Approval
- Attachment 3 - City Council Resolution Approving the DDA
- Attachment 4 - Disposition and Development Agreement
- Attachment 5 - Hotel Plan Set (Site Plan, Floor Plan, Elevations)
- Attachment 6 - Architectural Design Statement
- Attachment 7 - Downtown Specific Plan District Map
- Attachment 8 - Project General Application and Justification Statement
- Attachment 9 - 1001 and 1017 Main Street Historic Resource Analysis
- Attachment 10 - Structured Parking Alternative
- Attachment 11 - CEQA Notice of Exemption

RESOLUTION NO. _____

**RESOLUTION OF THE OF WOODLAND CITY COUNCIL
APPROVING A CONDITIONAL USE PERMIT, SITE PLAN, AND
DESIGN REVIEW APPLICATION FOR AN 81-ROOM EXTENDED
STAY HOTEL LOCATED AT 1021 MAIN STREET IN THE
DOWNTOWN BUSINESS DISTRICT, DOWNTOWN SPECIFIC PLAN
AREA – DISTRICT A4**

WHEREAS, the Woodland City Council held a duly noticed public hearing on March 15, 2016, to review and consider a Conditional Use Permit, Site Plan, and Design Review application for a proposed 81-room, Hilton Home2 Suites hotel (or similar extended stay hospitality brand/company), including 6,810 square feet of commercial/retail space on the ground floor (“the Project”), consistent with the site plan and elevations shown in “Exhibit B,” located at 1021 Main Street in the Downtown Business District, Downtown Specific Plan Area; and

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on January 21, 2016, to receive public testimony concerning the Project, and after conducting the public hearing, unanimously voted to recommend to City Council approval of the Project on a vote of 6-0, with one member absent; and

WHEREAS, the proposed project conforms to, and is consistent with, the City of Woodland General Plan, Zoning Ordinance, and Downtown Specific Plan in that the use is conditionally permitted in the Downtown Specific Plan Area, District A4, and meets those policies and regulations as set forth in the General Plan and Zoning Ordinance, and appropriate conditions have been made part of the approval (“Exhibit A”); and

WHEREAS, the proposed use will not constitute a nuisance or be detrimental to the public welfare of the community, in that the intensity of the use is modest, and the use would be consistent with existing and permitted uses in the area; all conditions and requirements deemed necessary and in the public interest have been or will be met as they have been imposed on the application approval to reduce the impact of the use on adjacent properties and vicinity; and there are no significant privacy, noise, traffic, parking concerns raised by the use; and

WHEREAS, the nature, intensity, and condition of the proposed use is compatible with existing and adjacent uses and structures and appropriate for the site, in that the project is for a 81-room hotel located within Woodland’s Downtown Business District, adjacent to existing multi-story office and commercial buildings and to the five-story Yolo County Courthouse; the project meets all applicable development standards; and appropriate conditions have been made part of the approval; and

WHEREAS, as final development plans are prepared, specific parking lot and/or structure design may change resulting in a possible addition or reduction in the number of on-site parking spaces provided. Consistent with Section 25-23-15 of the Zoning Ordinance, the applicant is requesting up to a possible 14 percent reduction in the amount of on-site parking provided, but

shall strive to provide the standard 105 spaces based on use and square footage requirements; and

WHEREAS, proposed signage for the hotel use will likely exceed the maximum sign height requirement of 30 feet due to the design and nature of the building; therefore the applicant is requesting a modification to the height standard to allow future signage to exceed 30 feet, but to remain below the top of the parapet wall or roofline, consistent with the signage shown in the project elevations (“Exhibit B”); and

WHEREAS, the proposed project substantially satisfies the design requirements and intent of the Community Design Standards for the development in the City of Woodland and the Downtown Specific Plan Design Guidelines; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the proposed use is categorically exempt from further environmental review pursuant to CEQA Section 15332 which exempts infill development projects that are consistent with applicable general plan and zoning designations, policies and regulations; that are within City limits on a project site of no more than five acres and substantially surrounded by urban uses; where the project site has no value as habitat for endangered, rare or threatened species; where project approval will not result in any significant effects relating to traffic, noise, air quality, or water quality; and where the site can be adequately served by all required utilities and public services; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings and determinations with respect to the proposed Conditional Use Permit and Site Plan and Design Review application:

- 1) The City Council hereby makes the following findings:
 - a) The proposed Conditional Use Permit and Site Plan and Design Review application, allowing for an 81-room extended stay hotel with ground floor commercial/retail use at 1021 Main Street conforms to the City of Woodland General Plan, applicable provisions of the Zoning Ordinance, Community Design Standards and the Downtown Specific Plan, in that the use shall be conditionally permitted in District A4 of the Central Business District, and appropriate conditions have been made part of the approval.
 - b) The proposed reduction in parking from base standards is appropriate as there are: 1) unique aspects of the use that warrant a reduction in on-site parking spaces; 2) there will be no conflict in type and the time of the uses where shared parking is granted; 3) sufficient parking will remain within the downtown parking district; 4) the number of spaces provided will meet the greatest parking demand of any participating use; and 5)

there will not be a significant negative impact to surrounding properties. Shared parking is appropriate if multiple uses on the same parcel cooperatively operate the facilities and if some uses generate parking demands when other uses are not in operation.

- c) The proposed exception to the maximum sign height requirement (30 feet) is appropriate given the proposed height of the building (70 feet) and nature and design of the building. The sign shall not extend past or interfere with the top of the parapet wall/roof line and a Comprehensive Sign Plan shall be submitted for review and approval by the Community Development Director prior to the installation of any sign.
- d) The proposed project is consistent with applicable general plan and zoning designations, policies and regulations; the project occurs on a development site of less than five acres in size, which is already developed, providing no value as habitat for endangered, rare or threatened species, and is surrounded by urban uses.
- e) The traffic trip generation was determined by the City's engineer to be under the threshold requiring a traffic study, and an evaluation of traffic and circulation found no potentially significant impacts.
- f) The project will not substantially conflict with the region's Air Quality Management Plan as it is consistent with the City's General Plan, will not result in an increase in population, and VMT traveled would be negligible; the proximity of the project to the Downtown area and transit facilities will reduce automobile use and indirect air emissions, and the project will incorporate best management practices during and after construction to reduce construction related dust and erosion and maintain ambient air quality standards and greenhouse gas reductions.
- g) The project complies with City storm water requirements and includes "low impact" design measures and will not result in significant water quality impacts.
- h) The project is consistent with the requirements of the Woodland Municipal Code pertaining to noise and will not result in any noise related significant impacts.
- i) The project is adequately served by all required utilities and public services.
- j) The site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Ordinance and satisfies all minimum physical standards required under the City's Zoning Ordinance for similar type uses.

2) The City Council hereby approves the following:

- a) Conditional Use Permit, Site Plan and Design Review application, subject to the conditions of approval included in “Exhibit A,” and in substantial compliance with the site plan and elevations included in “Exhibit B,” allowing for a five-story, 81-room, mixed use hotel project at 1021 Main Street, in the Central Business District, Downtown Specific Plan Area, District A4, including a reduction in the number of required on-site parking spaces, and a modification to sign height limit requirements, based on the findings presented and a determination of project consistency with the Downtown Specific Plan.

PASSED AND ADOPTED by the Woodland City Council at a regular meeting on the 15th day of March, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit "A" – Conditions of Approval
Exhibit "B" – Site Plan and Elevations

EXHIBIT A

[Insert Conditions of Approval]

EXHIBIT B

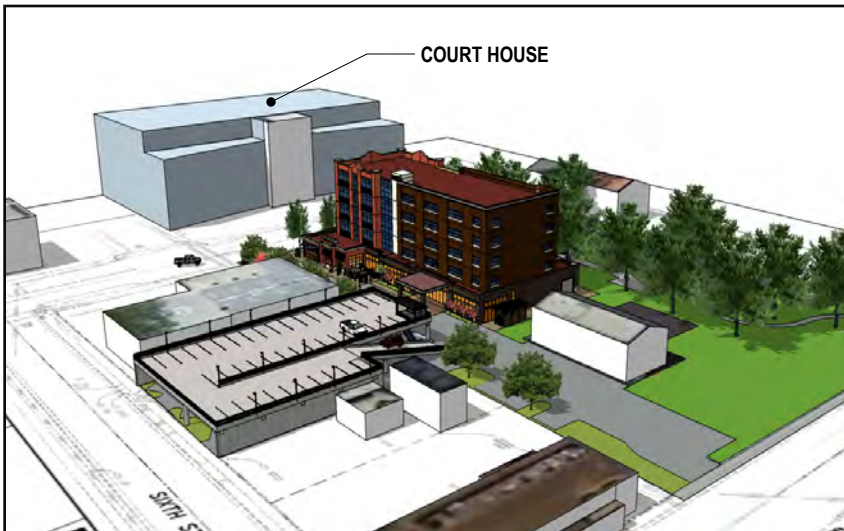
[Insert Site Plan and Elevations]



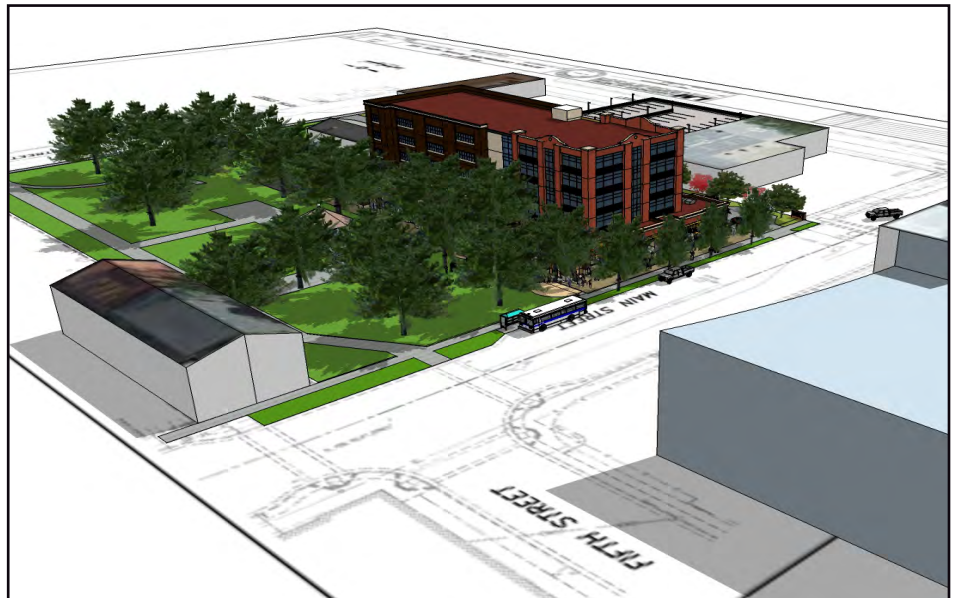
BIRDSEYE PERSPECTIVE FROM THE ABOVE THE COURT HOUSE LOOKING NORTH



BIRDSEYE PERSPECTIVE FROM THE WEST



BIRDSEYE PERSPECTIVE FROM THE NORTHEAST



BIRDSEYE PERSPECTIVE FROM THE SOUTHEAST

NOTICE OF EXEMPTION

TO: YOLO COUNTY CLERK
625 COURT STREET
WOODLAND, CA 95695

FROM: CITY OF WOODLAND
PLANNING DEPARTMENT
300 FIRST STREET
WOODLAND, CA 95695

PROJECT TITLE: Woodland Downtown Mixed Use Hotel Project Conditional Use Permit (CUP), Site Plan and Design Review

PROJECT LOCATION - SPECIFIC: 1001, 1017, and 1021 Main Street, and 318 and 320 Sixth Street

PROJECT LOCATION – CITY: Woodland

PROJECT LOCATION – COUNTY: Yolo

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: Request for a CUP, Site Plan and Design Review and a Disposition and Development Agreement (DDA) to allow a five-story, 81 room, mixed-use hotel project, including approximately 6,800 square feet of ground floor retail/restaurant use with outdoor seating. Approximately 119 parking spaces are provided through a combination of underground and surface parking spaces and if needed, a two-story, tiered parking garage. The project is located at 1017 and 1021 Main Street, and 318 and 320 Sixth Street, and will include a small portion of 1001 Main Street. 1017 Main Street and a portion (approximately 12,400 square feet) of 1001 Main Street (Freeman Park), will be sold to the applicant from the City of Woodland through a Disposition and Development Agreement. The project is located in the Central Business District, Downtown Specific Planning Area.

NAME OF PUBLIC AGENCY APPROVING PROJECT: The City of Woodland

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Ganesh Hospitality, LLC a California limited liability company (Jivan B. Patel and Ramilaben J. Patel)

EXEMPT STATUS (CHECK ONE):

- ☐ MINISTERIAL (SECTION 21080 (B)(1); 15268);
- ☐ DECLARED EMERGENCY (SECTION 21080 (B)(3); 15269(A));
- ☐ EMERGENCY PROJECT (SECTION 21080 (B)(4); 15269 (B)(C));
- ☒ CATEGORICAL EXEMPTION. STATE TYPE AND SECTION NUMBER: CATEGORICAL EXEMPTION(SECTION 15332).
- ☐ STATUTORY EXEMPTIONS. STATE CODE NUMBER:

REASONS WHY PROJECT IS EXEMPT: CEQA provides several “categorical exemptions” which are applicable to categories of projects and activities that the Lead Agency has determined generally do not pose a risk of significant impacts on the environment. The project consists of a mixed-use hotel project with ground-floor commercial uses within the developed urban area of the city of Woodland. The project is exempt under Section 15332 of the State CEQA Guidelines (Class 32-Infill Development Projects). The project meets the conditions for an infill exemption described in Section 15332 of the State CEQA Guidelines as explained below:

- (a) *The project is consistent with applicable General Plan designations, applicable policies and applicable zoning designations and regulations.* The subject site is designated Central Commercial in the City’s General Plan and is zoned Central Business District. The site is further regulated by the City of Woodland Downtown Specific Plan, where it falls within District “A4.” The proposed project, which includes an 81 room hotel and approximately 6,800 square feet of ground floor retail/restaurant use with outdoor seating, is consistent with the General Plan Central Commercial land use designation, which calls for the development and maintenance of an economically viable and physically attractive Downtown. The Central Commercial General Plan designation provides for retail and service uses, restaurants, banks, entertainment uses, professional and administrative offices, residential units above the ground floor, public and quasi-public uses, and similar and compatible uses. The Zoning Code designates that within the Central Business District, all projects must comply with the Downtown Specific Plan. The Downtown Specific Plan Land Use Policy LU-2 specifies that the City shall continue to support mixed-use developments in District A4 with a similar style and scale of the historic rice mill building. Land Use Policy LU-3 directs the City to work to develop and promote public/private partnerships in developing mixed-use opportunities throughout the Downtown area. The proposed project furthers the goals and policies set forth in the General Plan, Zoning Code, and Downtown Specific Plan.

- (b) *The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.* The proposed project occurs within the city limits of Woodland on an approximate 3 acre site (taking into account the entire 2.25 acre Freeman Park site), and thus is less than the maximum five acres specified in Section 15332(b) for this exemption. The project itself will be constructed on approximately 1.25 acres of the larger 3 acre site. The site is surrounded by existing developed urban residential and commercial uses.
- (c) *The project has no value as habitat for endangered, rare or threatened species.* The project site is currently developed with commercial buildings, parking lots and a city maintained park, and contains non-native plant materials. The site is surrounded by urban development and contains no sensitive habitat or habitat for special status species. Thus, the project site has no value for endangered, rare, or threatened species.
- (d) *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.* Approval of the project would not result in any significant effects related to traffic, noise, air quality or water quality. An evaluation of traffic and circulation was prepared by the City Engineer, and the City Engineer did not identify any significant impacts. The traffic assessment concluded that no traffic study was required based on City thresholds for trip generation of 50 net new peak hour trips or less.

The project uses would not result in the generation of substantial noise levels and would not result in significant noise impacts. The proposed project will be located in an area surrounded by urban development and is within the development intensity allowed by the City's General Plan. Construction activities will be short-term in nature and will take place between the hours of 7:00 a.m. and 6:00 p.m., from Monday through Saturday consistent with the requirements of the Woodland Municipal Code. Pile driving will not be utilized during construction, and all construction equipment will be equipped with mufflers and maintained in proper working order to minimize noise during construction activities. The project includes design elements such that the noise emitted from the building's mechanical systems will not exceed 50 dB at the property line of nearby noise-sensitive receptors.

The project would not result in significant air emissions and is below the level of development (585 hotel rooms/60,000 square feet of restaurant area) cited in the Yolo Solano Air Quality Management District's "CEQA Handbook" (2007) that could potentially result in a significant impact. The proximity of the project to the Downtown area and transit facilities will reduce automobile use and indirect air emissions. The project will incorporate best management practices during and after construction to reduce construction related dust and erosion and maintain ambient air quality standards and greenhouse gas reductions. The project complies with City storm water requirements and includes "Low Impact" Development measures, and thus will not result in significant water quality impacts.

- (e) *The project has been reviewed by City staff, and can be adequately served by all required utilities and public services.* The project has been reviewed by City staff and can be adequately served by all required utilities and public services.

The City has further considered whether the project is subject to any of the exceptions to the use of a categorical exemption found at CEQA Guidelines Section 15300.2. This section prohibits the use of categorical exemptions under the following circumstances:

- a) for certain classes of projects (Classes 3, 4, 5, 6 and 11) due to location where the project may impact an environmental resource or hazardous or critical concern;
- b) when the cumulative impact of successive projects of the same type in the same place, over time, is significant;
- c) where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- d) where the project may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- e) where the project is located on a state designated hazardous waste site; and
- f) where the project may cause a substantial adverse change in the significance of a historical resource.

Section 15300.2(a) does not apply to the Class 32 category of exemptions. Nonetheless, the project site is not located in area of sensitive or critical concern.

With regard to Section 15300.2(b), there is no evidence of a potential significant cumulative impact because successive projects of the same type in the same place have not been approved and are not currently proposed. The project traffic analysis did not identify significant cumulative traffic impacts with regards to the project and potential General Plan build out. The proposed project would not contribute to the identified significant cumulative noise impact as the identified street segments where significant increased noise levels are projected are outside of the project area. The project shall be subject to the General Plan policies and programs in place to reduce noise impact related to new development. Cumulative population growth due to development accommodated by the General Plan was not determined to be significant. The project can be adequately served by all required utilities and public services.

Regarding Section 15300.2(c), the project would not result in any significant effects on the environment due to unusual circumstances. The project site is surrounded by urban development and not located within a sensitive resource area. The project site is previously disturbed and there are no known archeological or paleontological resources on site, nor is the project expected to disturb any human remains. Notwithstanding this, should any be discovered on the site, the applicant is required to comply with the provisions set forth in CEQA Guidelines Section 15064.5 regarding archeological sites. A geotechnical investigation of the proposed project site will be completed to assess the ground's capability to withstand ground failure, seismic shaking, expansive soil potential and other geological hazards. Based on the geotechnical report's recommendations, design measures will be incorporated into the project to meet the California Building Code's minimum requirements to mitigate ground failure, seismic shaking, expansive soil potential and geological hazards.

Section 15300.2(d) does not apply to the project site as the site is not located adjacent to or visible from a designated scenic highway, and thus, will not result in damage to scenic resources or a scenic highway.

Section 15300.2(e) does not apply because the site is not a state-designated hazardous waste site.

Section 15300.2(f), the project would not cause a substantial adverse change in the significance of a historical resource. The project is located outside of the Downtown Woodland Historic District. Further, a Historical Resource Analysis Study of 1001 and 1017 Main Street was completed and neither property warranted designation as a significant historic resource under the National Register of Historic Places, the California Register of Historic Resources, as a City of Woodland Landmark individual resource, or as part of a historic district.

<u>Erika Bumgardner, Senior Planner</u>	<u>(530) 661-5886</u>
LEAD AGENCY CONTACT PERSON	TELEPHONE NUMBER

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES ☐ NO ☐

	SENIOR PLANNER	
SIGNATURE	DATE	TITLE

SIGNED BY LEAD AGENCY ☒

DATE RECEIVED FOR FILING AT OPR

SIGNED BY APPLICANT ☐

EXHIBIT _____

DOWNTOWN MIXED USE HOTEL PROJECT – MAIN STREET, WOODLAND CONDITIONS OF APPROVAL

PLANNING

General

1. The project is described in the staff report and exhibits prepared for the _____ City Council meeting to allow for a five-story, 81 room hotel project, including 6,810 square feet of commercial space on the first floor of the building for retail/restaurant uses at 1021 Main Street and 318-320 Sixth Street, in the Central Business District. The project includes energy efficiency measures including the on-site installation of a minimum of six (6) electric vehicle charging stations with pre-wiring for additional future charging stations; the installation of roof mounted solar panels and efficient all electric heating and cooling systems in each room; solar thermal or similar energy efficient means to heat the indoor pool; and the use of tankless water heaters in all guest rooms, eliminating the use of natural gas as a major component of hotel operations. The project shall be carried out in substantial compliance as depicted on the submitted Site Plan, Elevations and Landscape Plans dated _____, included in Exhibit 1, except as modified in these conditions of approval and with any changes necessary to meet city codes and specifications.
2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. The Conditional Use Permit shall not be issued until the appeal period has expired or final action on an appeal has been rendered.
4. The approval period for the Conditional Use Permit shall become null and void after a period of twelve (12) months), if either the use permit has not been used or if substantial construction in good faith reliance on the approval has not commenced subsequent to such approval. The Community Development Director may extend the approval of a use permit for one (1) additional year, with the same conditions of approval, if circumstances have not changed. The request in writing must be received prior the expiration of the use permit.

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

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

6. Prior to submittal for Building Division Plan Check, the applicant shall submit plans, including landscape plans and elevations for review and approval by the Planning Division. Plans shall be coordinated and submitted as a single package. Plan set shall incorporate all Conditions of Approval ("Conditions"). Once the final design drawings have been approved by the Planning Division, an approved, stamped set shall be included in the project file for use as reference during the plan check review process. This plan set shall include all Conditions of Approval incorporated or clearly listed on the plans. The Conditions shall be printed on a full-sized plan sheet. A copy of the full-sized plan sheet with Conditions shall also be included in the Building Plan Check submittal packet.
7. Final elevations and a color and materials sample board shall be approved by the Planning Division prior to building permit issuance. Changes to the size, colors, construction materials, design or location of any structure or any other site or landscape improvement shall not be made without prior approval by the Community Development Director. The Planning Division may approve minor design and/or material changes consistent with the overall design as presented in the attached elevations; major changes will be reviewed by the Planning Commission.
8. Prior to the Certificate of Occupancy all conditions of approval and required improvements shall be completed to the satisfaction of the Community Development Department. Design changes that require modification to uses, elevations or site features other than discussed herein, shall be submitted for review and approval through the planning process as a Design Review, and may, at the discretion of the Community Development Director, be elevated to Planning Commission review and approval.

9. The applicant shall be responsible for informing all subcontractors, consultants, engineers or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities.
10. The applicant shall obtain a building permit for any exterior signs prior to installation. All signs shall be in accordance with the City's Sign Ordinance, Community Design Standards and the Downtown Specific Plan and shall be reviewed through a Design Review process and approved by the Planning Division prior to issuance of permits. Applicant's proposed signage shall be reviewed and approved by the Planning Commission should the signage request exceed 200 square feet in total area. A Comprehensive Sign Plan shall be submitted for review and approval by the Community Development Director prior to issuance of building permit.
11. Special events consisting of fifty (50) or more persons held at the hotel that may also utilize Freeman Park shall obtain a Special Events Permit from the City of Woodland Community Services Department. A special events application shall be applied for a minimum of 30 days prior to the event. Events shall be subject to applicable fees and deposits as required by the City of Woodland Community Services Department.
12. Sales of alcohol shall be permitted at the hotel and ground floor commercial tenant space(s) consistent with the provisions of Section 25-21-70 of the Woodland Zoning Code. Limited alcohol sales associated with hotel guest services shall be permitted.
13. Project shall include not less than 90 parking spaces, but shall strive to provide the standard 105 spaces based on use and square footage requirements. Required parking spaces can be provided through a combination of on-site parking and parking secured through shared use agreement(s) with the city and other property owners within 300 feet of the site.

A final parking plan, including parking structure, if applicable, and shared use agreement(s), shall be submitted for review and approval by the City Planning Division and Traffic Engineer prior to building permit issuance.

Site Plan & Design Review

14. The final project designs shall be refined in consultation with Planning Division Staff and the Planning Commission Design Review Liaison. Refinements shall include but not be limited to:
 - a. Adjust the proportions of tower element at southwest corner;
 - b. Hotel footprint to allow sufficient outdoor patio space on west and south sides of building;

- c. Enhancements to the finishes and design of the parking structure, if applicable, particularly the 6th Street facing façade;
- d. Final design and detailing of hotel entryway porte-cochere;
- e. Exterior finish materials, color, and detailing; and
- f. Location and design of the trash enclosure.

Final plans and details shall be submitted to the satisfaction of the Planning Division prior to issuance of building permit.

15. The exterior building materials shall consist of a mix of high quality materials consisting primarily of brick, cast stone, stucco, concrete block, glass, and metal. All windows and glass proposed for the exterior of the building shall be non-reflective glass. Ground floor retail glass shall be low tint to maximize transparency. Final materials and finishes shall be submitted for review and approval to the Planning Division prior to issuance of building permit.
16. All roof mounted, mechanical and utility equipment, including transformers and backflow devices shall be integrated in to a building structure or screened from public view to the satisfaction of the Community Development Director. Roof mounted equipment on the Main Street and Freeman Park sides of the building should be avoided if feasible. The method of screening shall be architecturally integrated with the structure in terms of materials, color, shape and size. If necessary, visual assessment of equipment and screening methods shall be provided to illustrate the visual impact from public ways. Screens shall not be used where they would disproportionately increase the mass of the building or introduce elements that are inconsistent with the high level of design quality reviewed as part of this approval. All gas and electrical meters shall be concealed and/or painted to match the building.
17. Any new ground mounted mechanical or utility structure, including transformers shall be underground or located behind buildings where possible. If not possible, adequate screening shall be provided on three sides. Screening may include a combination of landscaping and masonry or lattice walls subject to Planning Division approval.
18. Final location of the trash enclosure shall be shown on the site plan and shall be reviewed and approved by the Community Development Director prior to building permit issuance. Any outdoor trash receptacle shall be fully enclosed with masonry or an alternative high quality material(s) that is architecturally compatible with the design of the hotel. Where appropriate, landscaping shall surround the trash enclosure. The trash facilities and enclosures shall be of sufficient size and dimensions to accommodate recycling containers. Outdoor enclosure(s) shall contain a roof to prevent rainfall from entering into containers.

Evidence of approval from Waste Management for the quantity, location and size of the trash and recycling enclosures shall be submitted with the building permit application.

19. Bicycle parking facilities shall be provided and maintained. The racks shall be visible and located in a safe, well lit and secure location to be identified on the final site plan and approved by the Planning Division prior to building permit issuance. One bike parking space per ten guest rooms, plus one space per 500 square feet of commercial space shall be provided for a total of twenty-one (21) bike parking spaces. A minimum of 8 bike parking spaces for employees shall be located in a covered and secured location.
20. All pedestrian crossings throughout the project shall use a textured, colored, stamped concrete design or a similar design. Concrete design shall be submitted for review and approval by the Community Development Director prior to building permit issuance.
21. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrance off of Main Street from back of sidewalk (private side of driveway) for at least 50 feet and along east side of hotel along drive aisle. Concrete design shall be submitted for review and approval by the Community Development Director prior to building permit issuance.
22. Enhanced paving treatment shall be provided in front of (south side of) hotel between hotel and back of sidewalk. Enhanced paving treatment shall also be provided along west side of hotel, adjacent to Freeman Park, where outdoor gathering space is provided. Paving treatment shall be submitted for review and approval by the Community Development Director prior to building permit issuance.
23. Perimeter and patio fencing design and materials shall be submitted and approved by the Planning Division prior to installation. Patio fencing along Main Street shall allow for a minimum six (6) foot wide path of travel along the public sidewalk. Patio fencing shall incorporate landscape planters/materials.
24. Application shall incorporate public art into the development per the City of Woodland Design Standards. Public art shall be illuminated to the satisfaction of the Planning Division and must be reviewed and approved by the Planning Commission prior to installation. Public art shall be completed prior to issuance of Certificate of Occupancy.
25. The west facing side of the hotel (commercial area) shall open out onto the park, and shall include an outdoor patio/dining area that is at least 10 feet (average of 15) between building wall and any perimeter patio fencing. The design of the outdoor space shall allow for interaction between the patio/dining area and the park. Final design of outdoor patio/dining space shall be reviewed and approved by the Community Development Director prior to building permit issuance.

26. Storage of materials that detract from the building is prohibited in any outdoor patio or dining area. Storage of materials that detract from the buildings is prohibited anywhere visible to the public.

Lighting

27. Lighting shall be confined to the site boundaries to provide safety and security. All building entrances and pedestrian ways shall be adequately lighted pursuant to the City Code and the requirements of the Police Department.
28. Exterior lighting has not been provided. Exterior lighting fixtures and design need to reflect the architectural design of the building. Exterior lighting design, on- and off-building, to be reviewed and approved by the Community Development Department prior to building permit issuance.
29. Lighting shall be shielded from neighboring properties and directed at a specific task or target. Exposed bulbs are prohibited. Any sources of light and glare from the property shall be designed and/or constructed to minimize intrusion onto neighboring properties, public right-of-way or into the airspace.
30. Lighting in “public use” areas such as parking lots, shall be pedestrian oriented in scale. Light standards shall not exceed 16-feet in height and shall be spaced as required to meet City illumination requirements. Light pole base(s) shall utilize a decorative design to provide an enhanced appearance at the pedestrian level. The use of historically-styled lights is strongly encouraged at the ground level. Approval of lighting design shall be coordinated with the City, including the Woodland Public Works Department for poles on City property. Lighting design shall be consistent (shall match) at the ground level.
31. Applicant shall install one City standard historic style street light on Sixth Street in the vicinity of the project.
32. Photometric data must be provided to indicate that the parking area(s) will be equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area. The parking area shall be illuminated from dusk until the termination of business or the use of site every operating day. Photometric data must also confirm the absence of “Hot Spots” or areas of ten (10) foot-candle of illumination per square foot or more. All light poles and roof mounted fixtures in the parking garage shall be bi-level LED fixtures. All lighting fixtures shall be submitted to the Community Development Department for review and approval prior to building permit issuance.

Landscape

33. Prior to issuance of a building or grading permit, and **prior to removal of any trees on site**, applicant shall provide a tree plan consistent with Section 20A-1-090 of the Municipal Code, which shall contain the following information:
- a. Contour map showing the location, size, species and condition of all existing trees which are located upon the property proposed for development;
 - b. Identification of those trees which the applicant proposes to preserve and those which are proposed to be removed and the reason for such removal;
 - c. A program for the preservation of street trees, heritage, specimen, landmark trees and trees with aesthetic value (trees with a nine-inch diameter or larger, measured fifty-four inches above the ground, in healthy condition) during and after completion of the development project, as required in the city standard specifications, engineering design standards, Section 8, grading and erosion control;
 - d. A program for the replacement of any trees proposed to be removed, as required by Municipal Code Section 20A-1-100; and
 - e. Any change in the trees to be saved and/or removed as designated on the approved development plan shall only be permitted upon the written approval of the Community Development Director in coordination with the Public Works Department.
34. All trees shall be planted and staked with Reddy stakes in accordance with city standards.
35. Applicant shall submit for review and receive final approval from the Community Development Department for a landscape and irrigation plan prepared by a licensed landscape architect in accordance with the landscape requirements of and with Article 22 of the Zoning Ordinance prior to building permit issuance.
36. The location of all utility structures (including light poles and utility boxes) shall be coordinated with and depicted on the landscape plan. Location, installation, and screening of utility structures shall be to the satisfaction of the Community Development Director.
37. The applicant shall enter into a recorded landscape maintenance agreement with the City of Woodland. The landscape maintenance agreement shall run with the property. The operating agreement shall provide for the continual maintenance of the property in a neat and tidy manner, landscape maintenance and replenishment of plants. A copy of the recorded landscape maintenance agreement shall be provided to the Planning Division to be kept on file prior to Certificate of Occupancy.
38. Applicant shall comply with the State of California's new Water Efficient Landscape Ordinance AB 1881 and with currently adopted City Ordinances. The landscape architect

shall document and attest to the compliance with the new State ordinance on the final landscape plans.

39. Shade trees shall be planted and evenly distributed within the uncovered portions of the auto parking area on the ground level (employee and customer) so that at the tree's maturity, forty percent (40%) of the parking stalls and back up area will be in shade at high noon at such times as the trees have full foliage. The landscape architect shall document the calculations and attest to this on the final landscape plan. A shade calculation diagram shall be provided for review and approval.
40. Vegetative matter shall cover a minimum of 75 percent (75%) of the landscape area. The landscape architect shall document the calculations and attest to this on the final landscape plan.
41. A minimum of 15-gallon (or larger) trees and 1-gallon (shrubs) are required. Landscaping on private property can also use shrubs from 1-gallon containers. All landscape stock shall be inspected by the project landscape architect prior to installation. No root bound plants shall be used; only healthy, well-formed, and vigorous plant material shall be used. Landscape architect to provide written verification as to inspection of plant health prior to and after planting.

BUILDING

42. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - A. 2013 California Building Code
 - B. 2013 California Plumbing Code
 - C. 2013 California Mechanical Code
 - D. 2013 California Electrical Code
 - E. 2013 Building Energy Efficiency Standards
 - F. 2013 California Green Building Code
 - G. The Code of the City of Woodland
 - H. **NOTE: If building plans are submitted after January 1, 2017, design shall comply with the 2016 California Build Code.**
43. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a Building Permit being issued.

44. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
45. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
46. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
47. A soils investigation report shall be provided as specified in Section 1803.5.3 of the 2013 CBC. Prior to the submission of the soils report, the soils engineer shall meet and confer with the City engineering staff to discuss potential impacts to the City's adjacent well site. The report shall evaluate the soil in the context of construction vibrations, soil disturbance, equipment movement, underground construction and other potential risks to the well site, casing, and appurtenances.
48. Prior to any work being done on the existing properties, a release from Yolo Solano Air Quality Management District is required.
49. Prior to building permit issuance, a "no-build" easement shall be recorded to preclude development within 30 feet of the north and west sides of the hotel building wall.
50. A Construction Staging Plan, including a Traffic Control Plan, shall be submitted for review and approval by the City prior to building permit issuance. Construction staging plan shall address impacts (public access, physical changes, fencing, use of heavy equipment, etc.) to Freeman Park beyond boundaries of the project site.
51. Construction activities shall be limited to Monday through Saturday, 7:00 AM to 6:00 PM, unless approval is first secured from the Community Development Director for additional hours. No start-up of machines or equipment prior to 8:00 AM, Monday through Saturday, no delivery of materials or equipment prior to 7:30 AM or equipment past 6:00 PM, Monday through Saturday, and no servicing of equipment past 6:00 PM, Monday through Saturday.
52. Applicant shall employ noise-reducing construction practices including the following measures:
 - a. All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an un-muffled exhaust.
 - b. As directed by the City, the applicant shall implement appropriate additional noise mitigation measures including, but not limited to changing the location of stationary construction equipment, shutting off idling equipment, rescheduling construction

activity, notifying adjacent properties in advance of construction work, or installing acoustic barriers around stationary construction noise sources.

- c. Applicant shall be responsible for informing all subcontractors and construction crews about construction start and finish times and noise reducing conditions listed above.

53. Prior to the start of any work on-site, the applicant shall request and attend a preconstruction meeting to include project general contractor, owner representative, as well as City representatives including Community Development and Public Works.

DEVELOPMENT ENGINEERING

Fees

54. Project shall pay development impact fees for new building square footage in accordance with City municipal Code and Administrative Guidelines for appropriate categories for Hotel, Retail, and Restaurant. A credit for the existing building may be given in the service category and should be documented prior to demolition. A credit may also be given against the surface water fee for the existing meter, which also should be identified prior to demolition. Storm Drain Impact fees will not apply to the project, however, Storm Water Quality In lieu fees may apply if treatment is not completed on-site. All plan review submittals shall pay fees in accordance with the fee schedule.

Property Items

55. OWNER shall modify parcel boundaries through either lot line adjustments and parcel mergers or parcel map, so that the ultimate project (with exception of the shared parking lot area on City's Freeman Park property) is on a single unified parcel.

56. OWNER shall enter into a joint use agreement for parking, access and maintenance for the City property (Freeman Park parking lot fronting Court Street) to be used as additional parking and access for the site. As part of the agreement, applicant shall install all improvements to City's property including but not limited to: paving, landscaping/irrigation, and lighting to public improvement standards. All improvements shall be submitted to City for review and approval prior to building permit issuance for the hotel. Joint use agreement shall include provisions for responsibility of maintenance of the parking lot surface and other utilities as appropriate, as well as use/enforcement of the parking spaces.

57. Applicant shall resolve with AT&T the ability to build within the AT&T easement, and relocate the pole and service for the property to the north; and provide documentation to the City.

Work Within the Right-of-Way

58. Applicant shall prepare improvement plans for all utility connections and work within the public right-of-way and submit to the Development Engineering Division with an encroachment permit application for review and approval. The submittal shall include an engineer's estimate of cost for the public improvements and applicant shall pay a plan check and inspection fee in accordance with the fee schedule. Prior to building permit issuance, applicant shall obtain permit and post security determined necessary during the permit process. This submittal is separate from the building permit submittal.
59. Work shall be completed under the encroachment permit prior to certificate of occupancy providing the above conditions are met prior to building permit issuance.
60. The Main and Sixth street frontages must be reconstructed in their entirety to be ADA compliant. All un-necessary driveways must be removed and replaced with ADA compliant sidewalk. All transitions from compliance to existing improvements must be completed beyond the property limits.
61. Main Street modifications to the curb, gutter and sidewalk to remove un-necessary driveways and install new driveways shall conform to recently completed improvements and match in character and design.
62. Any improvements that disturb adjacent improvements (driveways, ADA ramps, etc.) must incorporate those improvements and reconstruct them such that all are ADA compliant with proper transitions to existing. Driveways and ADA ramps must be removed and replaced in their entirety, partial removal will not be allowed.
63. Any driveways removed must have all associated sidewalk removed and replaced and new sidewalk grade shall match the non-recessed elevation of adjacent walk (i.e. recessed sidewalk associated with driveways may not remain).
64. Any street trees removed with the project shall be replaced in-kind elsewhere along the frontage as approved by the City. Where driveways are removed, trees shall be installed in keeping with the design of the existing improvements.
65. If any portions of the water fire line and fire hydrants, located past the back flow device, are installed on public land, applicant shall obtain a license agreement or encroachment permit for private main on public property and shall be responsible for the maintenance of these utilities. Final design shall either relocate any City utilities lines outside of the project's private property, or with approval of the City, be contained in an easement. In no case may

the utility lines be underneath or within 10 feet of a building except connections serving the building.

Required Public Improvements

66. The applicant shall upgrade utility connections to City of Woodland Standards and Specifications. If existing services are proposed to be used, they shall be inspected by the City prior to use and brought up to City Standards if the current services do not meet standards. This may include but is not limited to installation of new meters and/or meter boxes, backflow prevention, cleanouts and/or laterals in a location approved by the Public Works Department.
67. Backflow protection devices are required on the commercial and landscape irrigation water services for the project. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy. The location of backflow protection devices shall be clearly indicated on the site and landscape plans. Location and screening shall be reviewed and approved by the City prior to building permit issuance. Because backflow prevention devices are regularly maintained and tested, screening is required to meet certain criteria for accessibility and visibility and shall be approved by the Public Works Department, in addition to the Planning Division, prior to installation.

Freeman Park

68. Applicant shall work with the City's Recreation and Parks Division and Public Works Division to re-establish any lost connections (paths of travel) through the park and to determine the location of pedestrian connections from the hotel, Main Street, and the Court Street/Freeman Park parking lot into the park, the location of replacement tree and shrub plantings and species, and other park amenities removed as a result of the project.
69. Applicant shall be responsible for proper demolition and abandonment of the existing restroom facility and utilities serving it. Applicant shall coordinate demolition with the City Building and Public Works Divisions prior to beginning work.
70. Prior to issuance of building permit, applicant shall pay the City \$200,000 for the cost of design and construction of a new restroom facility and other improvements in Freeman Park.
71. Project shall repair and/or replace, to the City's satisfaction prior to issuance of certificate of occupancy, damages to Freeman park, including lawn, trees, landscape, lighting, structures, and appurtenances.
72. Existing ADA path of travel from City parking lot to Freeman Park on the immediate north side of the hotel shall not be utilized for vehicle/truck access/delivery or pick-up except on occasion by City Public Works vehicles accessing the park. The City shall retain ownership

or an access easement along the north side of the hotel between the hotel and well building, from the City parking lot to Freeman Park. An additional ADA path of travel may be required from the parking lot to the park depending on final parking lot design and location of ADA parking stalls.

Storm Water Quality

73. Project shall meet low impact development and hydro-modification requirements through compliance with City's Post Construction Standard Plan to reduce post-runoff in compliance with the City's Phase II MS4 permit with the State Water Resources Control Board. Building permit submission shall include calculations and devices for Storm Water Quality Compliance and building permit shall not be issued without approved Storm Water Quality Plan, and Maintenance Agreement.

Storm drainage shall be collected and treated on site per the SWQC Ordinance and Post Construction Standards Plan Manual, applicant has the option to pay the in lieu fee per the fee schedule if this is impracticable; however, LID design elements shall still be included in the final site plan.

74. If the project is phased, project shall meet low impact development requirements at all interim phases of the project.
75. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than one acre shall include a BMP to be approved by the City Engineer. Projects greater than one acre shall prepare a SWPPP.

Public Civil Improvements

76. New parking stalls adjacent to Court Street shall be designed in accordance with City Standards.
77. All project frontage on Main Street and Sixth Street shall be in accordance with the downtown streetscape improvements and shall include exposed aggregate bands and street trees as required by the City.
78. Project shall replace all cracked and broken sidewalk fronting the project (including Court Street and Sixth Street in the vicinity of the project).
79. Any damage to asphalt, concrete, landscape or other existing improvements will be repaired by the project to like-new condition.

80. Project will need to install new water services, one each (minimum) for domestic, landscape, and Fire, all with approved backflow devices; domestic and landscape services to be metered. The city sewer bill is based on water consumption, separating the domestic from landscape irrigation water allows the bill to be calculated on the domestic water use only.
81. Sewer to be TV'd or TV to be obtained from city during design. Sewer dates from 1929 and may be in poor condition. Replacement or repair of a section may be necessary to install a manhole.
82. Civil improvement plans shall be submitted with the building permit plans showing the entire width of Main Street, Sixth Street and Court Street (to opposite face of curb) and include proposed modifications to striping, signing, medians, and traffic signal detection to the satisfaction of the City.

City's Well (Well 28)

83. Project shall maintain a 20-foot clear space from the perimeter fence surrounding Well 28.
84. The use of driven piles in construction of the project is prohibited.

CIRCULATION AND ACCESS

85. Throat depth requirements for the development must be met for all entrance driveways. In no case shall backing over the sidewalk be allowed for the project.
86. Project will be required to complete any modifications to the Fifth Street traffic signal equipment or timing necessary to accommodate the project.
87. Project plans show shifting the Main Street driveway to the west. This shift will require the project to extend the existing left turn pocket median (~30 feet) to align with the new driveway location. Project will also be required to complete any associated roadway restriping to accommodate shifted driveway and shifted turn pocket location.
88. Main Street was reconstructed in this area and is under moratorium per the City's Engineering Standards and Construction Specifications. All cuts into Main Street will need to follow City Standard for pavements under moratorium.
89. Modifications to the length of the turn pocket for Fifth Street may require a traffic evaluation for volume, lane assignment and traffic signal timing purposes.
90. All deliveries to the building for retail/restaurant and hotel uses shall take place via the parking lot. Delivery trucks/vans shall at no time stop on Main Street.
91. Prior to Certificate of Occupancy, applicant shall submit a Parking Management Plan for review and approval by the Planning Division and Traffic Engineer. The plan shall include,

but not be limited to identification of on-site parking spaces, any specific restrictions proposed for on-site parking spaces (i.e. hotel guest or employee only), and a valet parking plan including proposed valet spaces, valet routes, location of valet drop-off area, and a plan describing how the valet company will handle any unretrieved vehicles at the close of business/event. Any valet parking associated with the hotel and/or commercial/retail uses shall take place from the private drive aisle. The Parking Management Plan shall identify City owned or private parking lots that will be utilized through shared parking agreements and/or in the case of a special event requiring additional parking.

FIRE

92. Fire apparatus access road shall be provided and maintained in accordance with 2013 California Fire Code.

- a) Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. (2013 California Fire Code Section 503.2.1.)
- b) Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route round the exterior of the building or facility. (2013 California Fire Code Section 503.1.)
 - i) Fire apparatus access must continue from east to west, around the immediate north side of hotel with all-weather surface and 20 foot minimum clearance.

93. A fire department connection shall be located at the southwest corner near the fire hydrant. (2013 California Fire Code Section 912.2.)

EXHIBIT 1

[Site Plan, Elevations, Landscape Plans]

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING THE SALE OF PROPERTY OWNED BY
THE CITY OF WOODLAND TO GANESH HOSPITALITY, LLC**

WHEREAS, the City of Woodland ("City") is the owner of certain property located at 1001 and 1017 Main Street in the City of Woodland, County of Yolo, State of California (the "Property"), which Property is known as Freeman Park and the "Woodland Toy Library;" and

WHEREAS, the City wishes to sell the Property to Ganesh Hospitality, LLC ("Developer"), and Developer wishes to purchase the Property; and

WHEREAS, Developer is a California limited liability company whose members have significant experience and expertise in the development and operation of hotel operations;

WHEREAS, Developer desires to redevelop the Property and adjacent property as an 63,179 square foot, 81-room extended stay hotel project with ground floor commercial/retail space ("Project"); and

WHEREAS, for the purpose of transferring the Property to Developer, setting forth the terms and conditions by which City will sell the Property to Developer for the purposes of developing the Project, Developer and City have negotiated that certain Disposition and Development Agreement by and between the City of Woodland and Ganesh Hospitality, LLC ("Agreement") attached hereto as Exhibit 1; and

WHEREAS, approval of the Agreement and the conveyance are categorically exempt from the California Environmental Quality Act ("CEQA") because the Agreement and conveyance are part of an in-fill development project as described in State CEQA Guidelines Section 15332; and

WHEREAS, pursuant to the foregoing, the City Council has determined that a Notice of exemption for sale of the Property should be filed pursuant to CEQA, the State CEQA Guidelines and the Agency's Local CEQA Guidelines.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND
DOES HEREBY RESOLVE AND FIND AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval of Disposition and Development Agreement. The City Council hereby approves the Agreement, in substantially the form on file with the City Clerk of the City of Woodland together with non-substantive changes and amendments as may be approved by both the City Manager and City Attorney.

Section 3. **Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

Section 4. **Implementation of Agreement.** The City Manager is hereby authorized and directed to take any actions and execute any and all necessary documents to implement the Agreement.

Section 5. **Notice of Exemption.** The City Council hereby directs City staff to file a Notice of Exemption within five (5) days following the approval of this Resolution.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

[Continued on next page]

APPROVED AND ADOPTED THIS 15th day of March, 2016.

Tom Stallard, Mayor
City of Woodland

ATTEST:

Ana Gonzalez, City Clerk
City of Woodland

**CITY OF WOODLAND
DISPOSITION AND DEVELOPMENT AGREEMENT**

Downtown Woodland Hotel and Retail/Commercial Project

This DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement” or “DDA”), dated for reference purposes as of March 15, 2016, is made by and between the **CITY OF WOODLAND**, a California municipal corporation (“City”), and **GANESH HOSPITALITY, LLC**, a California limited liability company (“Developer”).

RECITALS

A. Developer is the fee owner of certain property consisting of approximately 0.598 acres and located at 1021 Main Street and 318 and 320 Sixth Street in the City of Woodland, as depicted on the Map of the Project Site, attached hereto as Attachment No. 1, and more particularly described in the Legal Description of the Developer’s Property, attached hereto as Attachment No. 2, both of which are attached hereto and incorporated herein by reference (the “Developer Property”) which property is currently improved with an existing Budget Motel.

B. City is the fee owner of certain real property collectively consisting of approximately 0.218 acres located at 1017 Main Street (“1017 City Property”), and the real property located at 1001 Main Street (“1001 Overall Property”). The City and Developer intend to jointly complete a parcel split or a lot line adjustment (as described in Section 4.1 of this Agreement) in order to create a parcel or adjust the lot lines of the adjoining parcels to provide for an area that consists of approximately 0.33 acres of land as more particularly described in Attachment No. 3 attached hereto and incorporated herein by reference (“1001 City Property”) that will become part of the Developer Property, and the remainder portion of the 1001 Overall property will continue to be used as a City park (“City Remainder Parcel”). As used herein, “City Property” shall mean the 1017 City Property together with the 1001 City Property.

C. Developer desires to redevelop the Developer Property into an approximately 81-room hotel and retail, restaurant and café space as more particularly described in the Scope of Development, attached hereto as Attachment No. 5 (the “Project”), and the acquisition of the City Property is vital to the intended development of the Project. In June 2015, City and Developer entered into an Exclusive Negotiating Agreement to discuss proposed terms for the acquisition and disposition of the City Property and development of the Project on the City Property and the Developer Property.

D. City and Developer have negotiated terms pursuant to which Developer will purchase the City Property from the City for the development of the Project, which will be located on the City Property and the Developer Property (collectively, the “Project Site”). The proposed Project will result in the redevelopment of underutilized land and aging structures, development of extended stay hotel rooms to accommodate a demand in Downtown Woodland and adjacent to the new Yolo County Courthouse facility, increased employment opportunities within the City and additional property taxes, sales taxes and transient occupancy taxes produced from the Project Site. Additionally, Developer has agreed to pay the City the full fair market value for the

purchase of the City Property, which will provide additional general fund revenue for the City. Developer acknowledges and agrees that the City is willing to sell the City Property for the purpose of construction of the Project, and not for speculation in undeveloped land.

E. Based on the foregoing, together with the commitments and obligations of the Developer to develop the Project Site as contained in this Agreement, the City has determined that the sale of the Project Site to the Developer for development in accordance with this Agreement is in the best interest of the City.

NOW THEREFORE, the Parties hereby agree as follows.

Article 1

PURPOSE, PARTIES, AND PROJECT SITE

1.1 Recitals; Effective Date. The Recitals are hereby incorporated into this Agreement. The effective date of this Agreement shall be the date the last party hereto executes the same. Upon receipt of the executed Agreement, Escrow Agent shall execute and deliver to Buyer and Seller the Acceptance by Escrow Agent in the form attached hereto confirming the Effective Date.

1.2 Purpose; Best Interests. The purpose of this Agreement is to set forth the obligations of the Parties and the terms and conditions precedent for the purchase and sale of the City Property from the City to the Developer, and the design, development, construction and operation of the Project on the Project Site. The City has determined that the construction and operation of the Project by Developer within the City will stimulate direct and indirect economic activity within the City, will enhance the quality of life of residents and will provide substantial additional intangible benefits to the City. Further, Developer has agreed to pay fair market value for the City Property subject to the terms set forth in this Agreement. As such, the sale and development of the Project Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.3 Parties.

1.3.1 The City. The City is the City of Woodland, a municipal corporation of the State of California. The principal office of the City is located at 300 First Street, Woodland, California 95695. Whenever the term “City” is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

1.3.2 The Developer. The Developer is GANESH HOSPITALITY, LLC, a California limited liability company. The principal address of the Developer is 1021 Main Street, Woodland CA 95695. Whenever the term “Developer” is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

1.3.2.1 Developer may form a new entity for purposes of acquiring and/or development of the Project Site, which may be a partnership or a limited liability company (the “Project Company”). Developer shall have the right to assign this Agreement to such Project

Company without the City's consent so long as such Project Company is either owned or controlled by Developer, or the Developer is a general partner, limited partner, or member thereof, and such Project Company agrees to assume all the obligations of the Developer hereunder, in form and content reasonably satisfactory to the City.

1.3.2.2 The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. Except as otherwise provided in this Subsection 1.3.2, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, and the Developer shall not assign all or any part of this Agreement without the prior written approval of the City, which approval will be in the City's sole discretion exercised in good faith. This Agreement may be terminated by the City if there is any significant change (voluntary or involuntary) in the management or control of the Developer without City's prior written approval, which approval will not be unreasonably withheld. Except as otherwise provided in this Agreement, for an approved assignment to be effective, the Developer and assignee shall enter into an assignment and assumption agreement in a form reasonably approved by the City.

1.3.2.3 Notwithstanding the foregoing, the following assignments or transfers of this Agreement and the Project Site shall be permitted:

- 1.3.2.3.1 the sale or lease of commercial, restaurant or café space to tenants or end-users, for occupancy upon completion;
- 1.3.2.3.2 an assignment as security for a construction and/or development loan from a lender, subject to the approval by City pursuant to this Agreement, which approval shall not be unreasonably withheld, conditioned, or delayed;
- 1.3.2.3.3 an assignment to a Project Company, as authorized above and in compliance with this Section 1.3.2; or
- 1.3.2.3.4 any other assignment or transfer after the issuance of a certificate of occupancy for the Project.

1.4 The Project Site. The Project Site is comprised of (1) the Developer Property and (2) the City Property. The City Property and the Developer Property are generally shown on the Map of the Project Site attached hereto as Attachment No. 1.

Article 2

DEFINITIONS

2.1 Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.

2.1.1 "City" and "Developer" shall have the definitions set forth in the Preamble, Recitals and Section 1.3.

- 2.1.2 “City Property” is defined in Recital B.
- 2.1.3 “Close of Escrow” is defined in Section 3.3.6.
- 2.1.4 “Damages” is defined in Section 3.12.3.
- 2.1.5 “Deposit” is defined in Section 3.2.
- 2.1.6 “Developer Property” is defined in Recital A.
- 2.1.7 “Escrow Agent” is defined in Section 3.3.
- 2.1.8 “Feasibility Period” is defined in Section 3.2.
- 2.1.9 “Force Majeure” is defined in Section 6.3.
- 2.1.10 “Grant Deed” is defined in Section 3.3.
- 2.1.11 “Hazardous Materials” is defined in Section 3.12.5.
- 2.1.12 “Improvements” means the private improvements to be developed on the Project Site as part of the Project, as more fully described in the Scope of Development.
- 2.1.13 “Indemnitees” is defined in Section 3.12.3.
- 2.1.14 “Outside Date” is defined in Section 3.3.3.
- 2.1.15 “Partnership” is defined in Section 1.3.2.1.
- 2.1.16 “Preliminary Title Report” is defined in Section 3.6.
- 2.1.17 “Purchase Price” is defined in Section 3.1.
- 2.1.18 “Project” is the mixed use hotel and commercial, restaurant and café improvements to be developed on the Project Site, as more fully described in the Scope of Development, attached hereto and incorporated into this Agreement as Attachment No. 5.
- 2.1.19 “Project Site” shall have the definition set forth in Recital D and Section 1.4.
- 2.1.20 “Reciprocal Easement Agreement” is defined in Section 3.3.3.
- 2.1.21 “Schedule of Performance” means the schedule attached hereto and incorporated into this Agreement as Attachment No. 4.
- 2.1.22 “Title Company” is defined in Section 3.9.

Article 3 DISPOSITION OF THE PROJECT SITE

3.1 Purchase and Sale of the Project Site. The City agrees to sell and convey to the Developer, and Developer agrees to purchase from the City, the City Property, within the time set forth in the Schedule of Performance. The purchase price for the City Property collectively shall be THREE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED TWENTY DOLLARS (\$322,220.00) (the “**Purchase Price**”). The Purchase Price constitutes the full fair market value of the City Property as determined pursuant to that certain appraisal dated November 11, 2015 prepared by Clark Wolcott.

3.2 Payment of Purchase Price.

3.2.1 Deposit. Within five (5) days of the opening of the Escrow as set forth in Section 3.3 of this Agreement, Developer shall deposit Fifteen Thousand Dollars (\$15,000.00) with the Escrow Agent (the “Deposit”). The Deposit shall be invested by Escrow Agent with a financial institution acceptable to Developer, in a federally insured interest-bearing demand account, such interest to benefit Developer's account. The Deposit shall be fully refundable for 90 days following the Effective Date, during which period Developer shall have the opportunity to determine the suitability of the City Property for Developer's intended use in its sole and absolute discretion (the “Feasibility Period”). Developer shall provide written notice of its approval or disapproval of the City Property for Developer's intended use, which notice shall be delivered on or before the expiration of the Feasibility Period (“Feasibility Notice”). In the event that Developer determines on or prior to the expiration of the Feasibility Period that it does not desire to proceed with the Project, Developer may terminate this Agreement and the Deposit and all interest accrued shall be refunded to Developer in its entirety. The failure of Developer to deliver the Feasibility Notice shall be deemed Developer's election to disapprove the City Property and terminate this Agreement. If Developer approves the City Property during the Feasibility Period, then the Deposit shall become non-refundable in the event of a breach or default by the City under this Agreement or the failure of a condition to closing for Developer's benefit. The Deposit shall be applicable to the Purchase Price at the Close of Escrow.

3.2.2 Balance of Purchase Price. No later than one (1) business day prior to the date for Close of Escrow, Developer shall deposit with Escrow Agent the balance of the Purchase Price, in immediately available funds, subject to the prorations and cost allocations provided for in this Agreement.

3.3 Escrow. The City agrees to open an escrow account with Placer Title Company, located at 30 West Main Street, Woodland, CA 95695, or any other escrow company approved by the City and the Developer, as escrow agent (“Escrow Agent”) within the time established in the Schedule of Performance, attached hereto as Attachment No. 4.

3.3.1 This Agreement constitutes the joint escrow instructions of the City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agency upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agency

hereby is empowered to act under this Agreement and, upon execution of the Acceptance indicating its acceptance of the provisions of this Section 3.3 in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

3.3.2 The City shall timely and properly execute, acknowledge and deliver to the Escrow Agent a grant deed (the “Grant Deed”), in the form attached hereto as Attachment No. 6, conveying to the Developer fee title to the City Property, in accordance with the requirements of Section 3.4 of this Agreement.

3.3.3 The Developer and City shall require a Reciprocal Easement Agreement benefiting and burdening the Project Site and the City Remainder Parcel in the form attached hereto and incorporated herein as Attachment No. 7 (the “Reciprocal Easement Agreement”), providing for reciprocal use of parking areas, driveways and walkways for vehicular and pedestrian access to each of the Project Site and the City Remainder Parcel. The Developer and City shall timely and properly execute, acknowledge and deliver the Reciprocal Easement Agreement to the Escrow Agent in accordance with the requirements of Section 3.5 of this Agreement.

3.3.4 The Developer shall pay into escrow to the Escrow Agent the following fees, charges, and costs promptly after the Escrow Agent has notified the Developer of the amount of such fees, charges, and costs, but not later than two (2) business days prior to the date for the close of escrow:

3.3.4.1 One half (50%) of the escrow and recording fees, and

3.3.4.2 Any increase in title insurance premiums attributable to an ALTA Owner’s extended coverage title insurance policy, and for all special endorsements, if and as requested by the Developer as set forth in Section 3.9, below.

3.3.5 The City shall pay into escrow to the Escrow Agent the following fees, charges, and costs promptly after the Escrow Agent has notified the City of the amount of such fees, charges, and costs, but not later than one (1) business day prior to the date for the close of escrow:

3.3.5.1 Costs necessary to place the title to the City Property in the condition for conveyance required by the provisions of this Agreement;

3.3.5.2 One-half (50%) of the escrow and recording fees;

3.3.5.3 The premiums for title insurance attributable to a CLTA Owner’s standard coverage form policy, to be paid by the City as set forth in Section 3.9 of this Agreement hereof;

3.3.5.4 Notary fees;

3.3.5.5 Any state, county, or city documentary transfer tax, and

3.3.5.6 Ad valorem taxes, if any, upon the City Property for any time prior to conveyance of the City Property interest to Developer.

3.3.6 Upon receiving a written certification from both the City and the Developer that the conditions for conveyance of the City Property have either been satisfied or waived and instructing the Escrow Agent to close escrow, and upon delivery of the Grant Deed and funds pursuant to Section 3.7 of this Agreement, the Escrow Agent shall record the Grant Deed in accordance with the terms and provisions of this Agreement (the "Close of Escrow"). The Close of Escrow shall occur no later than [_____, 2016] (the "Outside Date"), subject to the one time right of Developer to extend the Outside Date for a period of 30 days, which right may be exercised by written notice to the City no later than five (5) days prior to the Outside Date. The Escrow Agent is further authorized to:

3.3.6.1 Pay and charge the City and the Developer, respectively, for any fees, charges, or costs payable pursuant to this Agreement. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges, and costs necessary to clear title and close the escrow;

3.3.6.2 Disburse funds and deliver any documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and Developer; and

3.3.6.3 Record the Grant Deed and any other instruments delivered through escrow, if necessary or proper, to vest fee title in the Developer in accordance with the terms and provisions of this Agreement, and pay any transfer tax from the escrow funds required by law.

3.3.7 All funds deposited with the Escrow Agent shall be delivered by wire transfer or other certified immediately available funds, and shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent, or by wire transfer if authorized by the Parties.

3.3.8 In addition to the rights of the parties set forth in Article 5, if the escrow is not in condition to close by the Outside Date, then either party who then shall have fully performed their respective obligations set forth in this Agreement may, in writing, terminate this Agreement as set forth in Sections 5.5 or 5.6 hereof, as the case may be, and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties under this Agreement shall terminate in the manner set forth in Section 5.5 or 5.6 hereof, as the case may be, except any provisions which specifically provide for survival, which shall survive such termination and remain in full force and effect. If one or both parties shall have breached or defaulted under the terms of this Agreement to Close Escrow (subject to all notice and cure provisions), then the default provisions of Article 5 shall apply.

3.3.9 Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

3.4 Conveyance of Title and Delivery of Possession. Provided that Developer is not in Default under this Agreement, and all conditions precedent for City's benefit have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of fee title to the City Property shall be completed on or prior to the date specified in the Schedule of Performance, or any extension of such time as may be mutually agreed to by the parties. Possession shall be delivered to the Developer concurrently with the conveyance of the City Property.

3.5 Conditions Precedent to Close of Escrow.

3.5.1 For Benefit of Developer: The Close of Escrow and Developer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Developer's written waiver thereof unless otherwise noted below), which are for Developer's sole benefit on or prior to the dates designated below for the satisfaction of such conditions or the Close of Escrow in the absence of a specified date.

3.5.1.1 Before the Close of Escrow, City shall not be in default of any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein shall be true and correct in all material respects.

3.5.1.2 Developer shall have reviewed and approved the condition of title of the City Property as set forth in this Agreement.

3.5.1.3 Developer shall have reviewed and approved the environmental condition of the City Property.

3.5.1.4 City shall have executed and delivered the Grant Deed to the Escrow Agent.

3.5.1.5 City shall have executed and delivered the Reciprocal Easement Agreement to the Escrow Agent.

3.5.1.6 Developer has received all City approvals required for the development of the Project, including all required discretionary entitlements, design review, and approval of Developer's construction plans and drawings for the Project and all appeal periods for such approvals shall have expired;

3.5.1.7 Developer shall have obtained the commitments and approvals necessary to develop and operate the hotel component of the Project as a Home 2 Suites Hotel franchise through Hilton or a comparable or higher level of franchise on the Project Site, and, following Developer's approval of the Property during the Feasibility Period;

3.5.1.8 City shall have paid into escrow its respective portions for all fees and costs associated with the transaction;

3.5.1.9 Developer shall have secured financing for the Project on the terms and conditions required by Developer;

3.5.1.10 The Title Company shall have irrevocably committed to issue the Title Policy to Developer at the Close of Escrow, subject only to the permitted exceptions described in Section 3.6; and

3.5.1.11 The City shall have approved the Parcel Split (as described in Section 4.1 below). This condition may not be waived by either party hereto, and shall remain as a condition to Close of Escrow until satisfaction thereof.

3.5.2 For Benefit of the City: The Close of Escrow and the City's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or the City's written waiver thereof unless otherwise noted) which are for the City's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date.

3.5.2.1 Before the Close of Escrow, Developer shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

3.5.2.2 Developer shall have executed and delivered the Reciprocal Easement Agreement to the Escrow Agent;

3.5.2.3 Developer shall have delivered the Purchase Price to the Escrow Agent in accordance with this Agreement;

3.5.2.4 Developer shall have paid into escrow its respective portions for all fees and costs associated with the transaction;

3.5.2.5 Developer shall have submitted the final construction plans and drawings for the Project in accordance with this Agreement;

3.5.2.6 Developer has provided evidence, satisfactory to City in its sole and discretion exercised in good faith, that Developer has sufficient and binding financing commitments to complete the Project;

3.5.2.7 Developer has an executed construction contract for the Project with its general contractor;

3.5.2.8 Developer has delivered to the City proof of insurance, in compliance with Section 4.6 hereof;

3.5.2.9 Developer shall have obtained the commitments and approvals necessary to develop and operate the hotel component of the Project as a Home 2 Suites Hotel franchise through Hilton or comparable or higher level of franchise on the Project Site; and

3.5.2.10 The City shall have approved the Parcel Split. This condition may not be waived by either party hereto, and shall remain as a condition to Close of Escrow until satisfaction thereof

3.5.3 Failure of a Condition. In the event any of the conditions set forth in Section 3.5.1 or 3.5.2 are not timely satisfied or waived by the appropriate benefited party through no fault of either party, and such failure of a condition is for a reason other than the default of the Developer or the City (in which event the default provisions of Section 5 shall apply), then this Agreement shall terminate, all funds and monies deposited into Escrow (and any interest accrued thereon), shall be immediately returned to Developer, and, except for those provisions intended to survive the term of the this Agreement, the parties shall have no further obligations to each other hereunder.

3.6 Conditions of Title. Within ten (10) days following the Effective Date, the City will submit to the Developer for review and approval a preliminary title report for the City Property, together with a copy of all underlying documents referred to therein (collectively, "Preliminary Title Report"). The Developer shall approve or disapprove the Preliminary Title Report within the time established in the Schedule of Performance. Failure by the Developer to approve the status of title within such time shall be deemed a disapproval.

3.6.1 The City shall be responsible for any costs and expenses necessary to convey fee title to the City Property to the Developer as required hereunder. If the Developer disapproves any title exception reflected in the Preliminary Title Report (or any updated preliminary report), then the City shall within ten (10) days thereafter give Developer written notice whether or not the City agrees to remove such exception. If the City elects not to remove any such exception, then Developer may elect no later than the expiration of the Feasibility Period to either accept fee title to the Project Site subject to such exception or to terminate this Agreement by providing written notice thereof to the City. Notwithstanding the foregoing, City shall (and shall have no right to refuse), without the requirement of Developer to object, remove all monetary liens or encumbrances (other than property taxes or assessments for amounts not yet delinquent) from the title to the City Property delivered to Developer at Close of Escrow, and shall remove from title or otherwise satisfy all exceptions it otherwise agrees to remove, in a form that is reasonably satisfactory to Developer prior to the Closing Date.

3.6.2 The City shall convey to the Developer fee interest in the City Property free and clear of all recorded liens, encumbrances, assessments, leases and taxes, except easements of record and encumbrances that are consistent with this Agreement or approved in writing by the Developer.

3.6.3 If there are any changes to the status of title from that evidenced by the Preliminary Title Report previously delivered to Developer, then the City shall notify the Developer and cause Title Company to deliver an updated title report along with the underlying documents reflected in the exceptions to such updated title report (collectively, "Updated PTR"), and Developer shall have the right to review and approve such new matters in accordance with

the same procedure set forth in connection with the original Preliminary Title Report, and the Feasibility Period shall be automatically extended by the same amount of time to afford Developer the opportunity to review and approve or disapprove such Updated PTR, and to exercise its right to terminate this Agreement in the event any such new title matter is not acceptable to Developer.

3.7 Time for and Place of Delivery of Grant Deed. Subject to any mutually agreed upon extensions of time, the City shall deposit the Grant Deed for the City Property with the Escrow Agent on or before the date established in the Schedule of Performance for the Close of Escrow. Developer shall deposit the Purchase Price and all sums required hereunder with the Escrow Agent prior to the date for conveyance thereof, provided that the Escrow Agent shall have notified the Developer in writing that the Grant Deed, properly executed and acknowledged by the City, has been delivered to the Escrow Agent and that title is in condition to be conveyed in conformity with the provisions of Section 3.4 of this Agreement.

3.8 Recordation of Grant Deed and Reciprocal Easement Agreement. Upon Close of Escrow, the Escrow Agent shall record the Grant Deed, and subsequently record the Reciprocal Easement Agreement, in the land records of the Office of the County Recorder of Yolo County, and shall deliver to the Developer, with a copy to the City, the title insurance policy insuring fee title to the City Property, in conformity with this Agreement.

3.9 Title Insurance. Concurrently with recordation of the Grant Deed, Placer Title Company or another title insurance company satisfactory to the City and the Developer having equal or greater financial responsibility ("Title Company"), shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that title to the City Property is vested in the Developer in the condition required by this Agreement, and shall provide the City with a copy of the title insurance policy. The face amount of the title policy shall be equal to the Purchase Price.

3.9.1 The City shall pay only for that portion of the title insurance premium attributable to a CLTA standard form policy of title insurance for the City Property, with such endorsements as Developer may request. The Title Company shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer's estimated development costs of the improvements to be constructed upon the Project Site. The Developer shall pay the entire premium for any increase in coverage and special endorsements in the Developer requires an ALTA extended coverage form of policy.

3.10 Delivery of Possession. The City Property shall be conveyed to Developer free of any possession or right of possession by any person.

3.11 Prorations; Payment of Taxes.

3.11.1 All general and special real property taxes, bonds and assessments, if any, on the City Property, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing prior to the close of escrow for the sale of the City Property to Developer shall be borne by the City, and shall be prorated as of 12:01 pm on the date of the Close of Escrow. All delinquent taxes, bonds and assessments shall be paid by the City without

proration. All general and special real property taxes, bonds and assessments levied or imposed for any period commencing after close of escrow for sale of the City Property to Developer shall be paid by the Developer.

3.11.2 Preliminary Closing Statement. The parties shall review and approve a preliminary closing statement to be prepared by Escrow Agent, and shall deliver such statement to Escrow Agent on or prior to the Close of Escrow.

3.11.3 Corrections. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

3.12 Inspections and Conditions of the Project Site.

3.12.1 Inspections. Within the time established in the Schedule of Performance, the Developer shall, at its sole cost, conduct any additional investigation of the City Property, its physical condition, the soils and toxic conditions and all other matters which in the Developer's sole and absolute judgment affect or influence the Developer's proposed use of the City Property and ability to develop the City Property pursuant to this Agreement. The Developer's investigation may include, without limitation, the preparation by a duly licensed soils engineer of a Phase One environmental assessment for the City Property. Within the time set forth in the Schedule of Performance, the Developer shall provide written notice to the City of the Developer's determinations concerning the suitability of the physical condition of the City Property. If the physical condition of the City Property is unsuitable for the use or uses to which the City Property will be put, then the Developer in Developer's sole and absolute judgment shall have the option to either: (a) take any action necessary to place the City Property in a condition suitable for development, at no cost to the City; or (b) terminate this Agreement by delivering written notice thereof to the City. If the Developer has not notified the City of its determination concerning the suitability of the physical condition of the City Property within the time set forth in the Schedule of Performance (or any extension of such time mutually agreed to by the parties), such silence shall be deemed a disapproval of the City Property and election to terminate this Agreement, in which event the parties shall have no further obligations to each other except for those matters intended to survive the term hereof.

3.12.2 "As-Is". In addition to the environmental assessments referenced above, the City shall deliver to the Developer all other information of which it has actual knowledge concerning the physical condition of the City Property, including, without limitation, information about any Hazardous Materials. The Developer acknowledges that the City Property is being acquired "as is", in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials thereon or therein, and other matters affecting the City Property.

3.12.3 Indemnity. The Developer agrees, from and after the date of recording of the Grant Deed conveying fee interest in the Project Site to the Developer under this Agreement, to

defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns (“Indemnitees”) from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind of nature whatsoever, together with fees (including, without limitation, reasonable attorneys’ fees and experts’ and consultants’ fees) (collectively, “Claims”), arising from the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration, and/or release of Hazardous Materials (as defined herein), at, on, in, beneath, or from the City Property to the extent caused by Developer or Developer’s activities upon the City Property following the Close of Escrow, but excluding any and all such Claims that (a) resulted from fraud, negligence, misrepresentation, or failure to disclose by the Indemnitees, (b) were caused in whole or in part by the Indemnitees, (c) resulted from or pertain to any preexisting conditions at, on, or under the City Property, or (d) arise from or result from any of the matters identified on the Phase 1 Report (defined below) (collectively, “Excluded Environmental Claims”). The Developer’s defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the any Hazardous Materials condition, at the Developer’s sole cost, but excluding any such inquiry, investigation or claim arising from or related to the Excluded Environmental Claims.

3.12.4 Excluded Environmental Claims. Developer obtained a Phase 1 Environmental Site Assessment prepared by Wallace Kuhl & Associates dated August 31, 2015 (“Phase 1 Report”). The Phase 1 Report identified potential contamination on the City Property described as a discharge of petroleum hydrocarbons, metals and VOCs resulting from prior uses of the property for automotive washing and maintenance purposes and USTs operated by prior businesses located east of the City Property (“Existing Contamination”). Developer is in the process of obtaining a Phase 2 Environmental Site Assessment Report (“Phase 2 Report”) in conformance with the recommendations set forth in the Phase 1 Report, which Phase 2 Report shall be provided to the City upon completion. In the event the Phase 2 Report identifies contamination requiring mitigation or remediation measures, the City shall be responsible for all costs and expenses of such mitigation as, or if, may be required in compliance with all applicable laws.

3.12.4.1 Notwithstanding the foregoing, following the completion and delivery of the Phase 2 Report to the City, the City may elect to terminate this Agreement but only in the event that both (i) the cost of mitigation of the Existing Contamination exceeds the Purchase Price based on a third party cost estimate (to be obtained by the City from no less than two qualified contractors), and (ii) Developer is not willing to pay the additional costs associated with such mitigation which shall be in Developer’s sole discretion. The City shall have the right (but not the obligation) to make such determination by obtaining the requisite cost estimates and delivering the same to Developer for review, along with written notice to Developer, within ninety (90) days of receipt of the Phase 2 Report; provided that prior thereto Developer shall have been given no less than thirty (30) days to determine whether Developer is willing and able to pay for an excess costs as described above. In the event the City elects to terminate this Agreement pursuant to this Section 3.12.4 in accordance with its right to do so hereunder, the Deposit and all interest accrued shall be refunded to Developer in its entirety, and the parties shall have no further obligations or liability to each other under this Agreement.

3.12.4.2 In the event that the City elects to conduct such mitigation as is required pursuant to the Phase 2 Report, the City agrees to defend, indemnify, protect and hold harmless the Developer and its officers, owners, trustees, members, officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind of nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees) arising from or related to the Existing Contamination.

3.12.5 Release and Waiver. Following the Close of Escrow, the Developer hereby releases and waives all rights, causes of action and claims the Developer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the City Property, but excluding any causes of action or claims arising from or attributable to (a) a matter known to the City and either (1) not disclosed to Developer or (2) not discovered by Developer prior to the Close of Escrow, (b) any breach by Seller of its express representations or warranties under this Agreement, (c) any negligent or fraudulent misrepresentation or failure to disclose by the City, or (d) the Excluded Environmental Claims.

3.12.6 Hazardous Materials Defined. As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste that is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

3.12.7 Materiality. The Developer acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of the Developer for the benefit of the City set forth in this Agreement are a material element of the consideration to the City for the performance of its obligations under this Agreement, and that the City would not have entered into this Agreement unless the Developer's obligations were as provided herein.

3.13 Preliminary Work and Right of Entry. Prior to the conveyance of fee interest in the City Property to the Developer, representatives of the Developer shall have the right of access to the City Property at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. The City may require the Developer to execute a commercially reasonable right of entry agreement satisfactory to the City prior to entry onto the City Property for such purpose. The Developer's inspections, examination, testing, survey and review of the City Property shall be at the Developer's sole cost and expense. The developer shall obtain the City's consent in writing prior to any proposed physical testing of the City

Property, which consent shall not be unreasonably conditioned, withheld or delayed. The Developer shall repair, restore and return the City Property to its original condition after such physical testing, at Developer's sole cost and expense, provided that Developer shall have no obligation to remediate Hazardous Materials discovered during such testing. The Developer shall schedule any such inspections during normal business hours unless otherwise approved by the City. During this inspection period, the Developer shall at all times keep the City Property free and clear of any liens and encumbrances created by Developer.

3.14 City Property Data and Information. Within ten (10) days following the Effective Date, the City shall deliver to Developer copies of all documents, materials, data and information pertaining to the City Property to the extent in the City's possession or control (collectively, "Property Documents"). The City makes no warranty or representations, however, as to the completeness, correctness, or validity of such data and information. Copies of final data, surveys, and tests obtained or made by the Developer on the City Property shall be provided to the City.

3.15 Indemnity for Entry on City Property. Without limiting any other indemnity provisions set forth in this Agreement, the Developer shall indemnify, defend (with counsel approved by the City) and hold the City and its elected and appointed officers, officials, employees, contractors, agents and representatives harmless from and against all injury, damages, liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, or other expense resulting from or arising in connection with entry upon the City Property by the Developer or Developer's representatives or agents pursuant to this Agreement, except to the extent caused by any pre-existing conditions (such as Hazardous Materials) or the negligence or willful misconduct of City. The Developer's indemnification obligations set forth in this Section 3.15 shall survive the close of escrow and termination of this Agreement for a period of one (1) year, at which time they shall expire and be of no further force or effect. Prior to Developer's entry upon the City Property, the Developer shall provide the City with a certificate or other proof of insurance meeting the requirements set forth in this Agreement.

3.16 Submission of Evidence of Equity Capital and Mortgage Financing. If the Developer elects to finance the development of the Project and related activities, all such financing (construction and permanent) shall be subject to the approval of the City, which approval will not be unreasonably withheld, conditioned, or delayed. No later than the time specified in the Schedule of Performance, the Developer shall submit to the City evidence satisfactory to the City that the Developer has the financing necessary for development of the Project or such terms as may be elected by Developer. The City shall approve or disapprove such evidence of financing commitments within the time established in the Schedule of Performance.

Article 4

DEVELOPMENT OF THE PROJECT SITE

4.1 Parcel Split of the Project Site. Prior to conveyance of the City Property, the parties shall jointly take all reasonable actions necessary to process and obtain approval from the City (which approval shall not be unreasonably withheld, conditioned or delayed) of a parcel map, lot line adjustment or other actions, as required by the City, to re-parcelize the Project Site (which shall

include the area described as the City Property), to create one or more legal parcels to enable conveyance of the City Property and development of the Project, with the resulting parcel map, lot line adjustment or other instrument used to re-parcelize the Project Site to be recorded concurrent with the conveyance of the City Property (collectively, "Parcel Split"). The processing of such approvals related to the Parcel Split shall be at the Developer's sole cost and expense, but excluding any and all costs incurred by the City related to its review or approval or any consultants or attorney fees, or any other expenses incurred on behalf of the City in connection with the Parcel Split that are not part of the standard fees charged to a developer in connection with the entitlements contemplated therein.

4.2 Scope of Development. The Developer shall develop the Project on the Project Site, as provided in the Scope of Development, all in accordance with plans approved by the City.

4.3 Covenant to Operate Restaurant/Café Use on Ground Floor. The Developer hereby covenants that the ground floor of the Project as described in the Scope of Development shall be used exclusively for a café or restaurant use, and no other use shall be permitted without the written consent of the City. This covenant shall be incorporated into the Grant Deed conveying the City Property from the City to Developer.

4.4 Development Review. Within the times established in the Schedule of Performance, the Developer shall submit to the City for review and approval all construction plans, drawings and related documents for the construction and development work to be done on the City Property. Final construction plans and drawings are defined as those in sufficient detail to obtain a building permit.

4.4.1 The Developer shall obtain all approvals and permits that may be required under the City's normal plan check, development review and approval process for the construction and development work to be completed on the City Property, or applicable portion thereof, and shall pay all fees and costs associated with such review consistent with the City's normal entitlement process. The Project, and all plans, drawings and related documents for the development of the City Property, shall be consistent with the City's General Plan and Zoning Code. During the preparation of any drawings and plans for the development and construction work to be completed on the City Property, the Developer shall meet with City staff and communicate and consult informally and as frequently as is necessary to ensure that the formal submittal of any documents to the City pursuant to this Section 4.4 can receive prompt consideration.

4.4.2 The City shall approve or disapprove the plans, drawings and related documents submitted pursuant to this Section 4.4 in accordance with City's normal plan check procedures. Any disapproval shall state in writing the reasons for disapproval and the changes that the City requests be made. Such reasons and such changes must be consistent with the Scope of Development and any items previously approved hereunder by the City. The Developer, upon receipt of a disapproval, shall revise such plans, drawings and related documents and resubmit them to the City as soon as possible after receipt of the notice of disapproval, provided that in no case shall the City be entitled to require changes inconsistent with the Scope of Development and any previously approved items.

4.4.3 If the Developer desires to make any material change in the construction plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of this Section 4.4, and other approvals previously granted by the City under this Agreement and the Scope of Development, the City shall approve the proposed change and notify the Developer in writing within thirty (30) days after submission to the City.

4.4.4 Based on the development and preliminary plans provided by Developer for the Project under this Agreement, City staff has made an initial determination that the development of the Hotel Project will be exempt from environmental review under the California Environmental Quality Act, under a Class 32 Categorical Exemption (CEQA Guidelines Section 15332) for Infill Development Projects. The Developer understands and agrees that any material changes made to the development plans or any elements of the Project may require environmental review, and Developer shall cooperate with City staff in the event any determination is made that would require any such environmental review as part of the development review and approval process.

4.5 Schedule of Performance. The Developer agrees to perform and advance development of the Project consistent with the Schedule of Performance attached hereto as Attachment No. 4. The Schedule of Performance is subject to revision as mutually agreed upon in writing between the Developer and the City pursuant to this Agreement. The City Manager shall have the authority to approve in writing, on behalf of the City, any such extensions of time he or she deems reasonable and appropriate, in accordance with the requirements of this Agreement.

4.6 Bodily Injury and Property Damage Insurance. [OPEN - SUBJECT TO REVIEW BY INSURANCE CONSULTANT] Prior to the commencement of any work on the Project Site, including any preliminary work performed by the Developer pursuant to Section 3.13, the Developer shall furnish, or cause to be furnished to the City duplicate originals or appropriate certificates of insurance evidencing commercial general liability insurance on an occurrence basis insuring against bodily injury and property damage in a combined single limit of liability per occurrence in the amount of ONE MILLION DOLLARS (\$1,000,000), general aggregate limit of TWO MILLION DOLLARS (\$2,000,000) and builder's all risk insurance in an amount not less than the full insurable value of the improvements on the Site on a replacement cost basis, together with endorsements naming the City, and its elected and appointed officers, officials, employees, contractors, agents and representatives, as additional insureds. Developer shall further provide evidence of automobile liability insurance on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence, covering owned, non-owned and hired automobiles. Developer shall also provide evidence of worker's compensation insurance in the statutory amount required by law. Developer's contractor, and subcontractors if any, shall also submit evidence of liability insurance in the same form and amount as required by Developer.

4.6.1 The certificates of insurance shall be accompanied by all appropriate endorsements, and shall set forth the names of the insurance carriers, the policy numbers, the coverage limits, any applicable deductible or retention, and the policy effective and expiration

dates. The certificates of insurance shall also evidence that: (a) Developer has procured and paid for the foregoing insurance coverage from companies either (i) having an A.M. Best rating of "A VII" or higher or (ii) otherwise acceptable to City in its sole discretion; (b) the person executing the insurance certificates is authorized by the applicable insurance carriers to do so; and (c) all insurance coverages required to be maintained by Developer pursuant to this Section 4.6 provide coverage on an "occurrence" basis and not on a "claims made" basis. The insurance certificates shall state that the insurer will provide Agency with thirty (30) days written notice in case of cancellation or non-renewal.

4.6.2 The insurance policies required by this Section 4.6 shall be endorsed by Developer's insurance carriers to reflect (a) that the coverages provided pursuant to the policies required by this Section 4.6, including any excess or umbrella policies, are primary over any other insurance coverage that may be available to City, and (b) that any other insurance coverage that may be available to City shall be excess over the coverages provided by the policies required by this Section 4.6, including any excess or umbrella policies, and (c) that the coverages provided pursuant to the policies required by this Section 4.6, including any excess or umbrella policies, shall not require contribution of any other insurance coverage that may be available to City, regardless of how such other insurance coverage of City is structured to apply in other insurance situations. Further, all policies, including excess or umbrella policies, shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions.

4.6.3 In addition to the insurance requirement of this Section 4.6, following the Close of Escrow, Developer agrees to and shall indemnify, protect, defend and hold the City, its elected and appointed officers, directors, employees, agents and representatives, harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on the Project Site and which is not caused by the act or negligence of the City, or its officers, agents, servants, employees or contractors.

4.7 City and Other Governmental Agency Permits. Prior to the commencement of any construction and development (or any work related thereto) upon the City Property, the Developer shall, at its own expense, secure, or cause to be secured, any and all approvals and permits which may be required by the City or any other governmental agency affected by such construction. All site work and construction activities shall be undertaken in accordance with the requirements of the City, and other applicable local, regional, state and federal rules, regulations and standards, including but not limited to: City building permit; grading permit; approved development plans; design review, and conditions specified in City conditional use permit.

4.8 The Developer agrees to defend, indemnify, protect and hold harmless the City and its officers, employees, and agents from, regarding and against any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses of any kind whatsoever, together with fees (including, without limitation, reasonable attorneys' fees), whenever arising, resulting from or in connection with the obligation to comply with all laws with respect to the construction of the Project, including, without limitation, all applicable federal and state labor laws and standards,

up to the amount of Developer's insurance coverage maintained with respect to the construction of the Project.

4.9 Rights of Access During Construction. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the City Property without charges or fees, at normal construction hours during the period of construction and development for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing and developing the improvements. Nothing contained in this Section shall be, or be deemed to be, a limitation of the rights of the City, under its regulatory authority, to access the City Property and inspect the City Property or the improvements being constructed thereon.

4.10 Anti-Discrimination. The Developer, for itself and its successors and assigns, agrees that in the construction and development of improvements on the Project Site as provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

4.11 Certificate of Completion. Upon the completion of the construction and development of any portion of the Project, the Developer shall send a written request to the City and the City shall furnish the Developer with a Certificate of Completion for such work, in a form suitable for recording in the Official Records of Yolo County, California. A Certificate of Completion is not a Certificate of Occupancy as may be issued by the City. The Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction and development work to be completed on that portion of City Property, as required by this Agreement. The City shall not unreasonably withhold the Certificate of Completion. If the City refuses or fails to furnish a Certificate of Completion for any portion of the City Property after written request from the Developer, the City shall provide the Developer with a written statement of the reasons the City refused or failed to furnish a Certificate of Completion. The statement shall also contain the City's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping or monuments not a part of a structure, the City may issue its Certificate of Completion upon the posting of a bond by the Developer in an amount representing a fair value of the work not yet completed. After recording of a Certificate of Completion, any party then owning or thereafter leasing, subleasing, or otherwise acquiring any interest in that portion of the City Property covered by a Certificate of Completion shall not (because of such lease, sublease or acquisition) incur any obligation or liability under this Agreement. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation by the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. A Certificate of Completion is not notice of completion as referred to in California Civil Code Section 3093.

4.12 Records. The Developer shall maintain in accordance with generally accepted accounting principles, complete books and records relating to the construction, and development of the Project. Upon request for examination by the City, the Developer during all normal

business hours, shall make available all of its records with respect to all matters covered by this Agreement. Developer shall permit the City to audit, examine and make excerpts or transcripts from these records.

4.13 Prevailing Wages. The parties contemplate that the construction of the Project pursuant to this Agreement will not be subject to the payment of prevailing wages under Labor Code Section 1720 et seq., as the Developer is paying full fair market value for the City Property. Notwithstanding the foregoing, the Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure of Developer or its contractors to pay prevailing wages if and to the extent required by law or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the Project. The foregoing indemnity shall survive any termination of this Agreement.

Article 5

DEFAULTS AND REMEDIES

5.1 Default; Cure Rights.

5.1.1 Default. Subject to (i) any extensions of time set forth herein, or any other extension of time that may be agreed to by the parties, (ii) the cure provisions set forth below, and (iii) the conditions precedent set forth in Section 3.5 above for the benefit of the applicable party, following the expiration of the Feasibility Period and Developer's approval of the Property in accordance with this Agreement, in the event the Close of Escrow fails to be consummated as a result of a breach or default by either the City or the Developer under this Agreement, then such failure shall constitute a default under this Agreement ("Default").

5.1.2 Cure Rights. The non-defaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure or commence to cure and diligently prosecute to completion any such default within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence, in which case such party shall not be in default during any period of curing. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be in default of this Agreement and the non-defaulting party shall have the rights set forth in this Article 5.

5.1.3 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

5.2 Default by the City. In the event of a Default by the City under this Agreement, the Developer shall have all rights and remedies available at law or in equity.

5.3 Default by Developer.

5.3.1 In the event of a Default by the Developer under this Agreement prior to close of escrow, the City shall have the right to immediately terminate this Agreement and the following liquidated damages provision shall apply:

5.3.1.1 Liquidated Damages. FOLLOWING THE EXPIRATION OF THE FEASIBILITY PERIOD AND SUBJECT TO ALL NOTICE AND CURE RIGHTS, IN THE EVENT DEVELOPER FAILS TO CONSUMMATE THE CLOSE OF ESCROW AS A RESULT OF A DEFAULT UNDER THIS AGREEMENT, THEN IN LIEU OF ANY OTHER RIGHTS OR REMEDIES AVAILABLE AT LAW OR IN EQUITY THE CITY SHALL HAVE THE RIGHT TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES WITHOUT ANY DEDUCTION, OFFSET OR RECOUPMENT WHATSOEVER. THE PARTIES AGREE THAT IF THE DEVELOPER SHOULD DEFAULT UPON ITS OBLIGATION TO CONSUMMATE THE CLOSING, THE DAMAGES SUFFERED BY THE CITY BY REASON THEREOF WOULD BE UNCERTAIN AND DIFFICULT TO ASCERTAIN AS OF THE DATE OF THIS AGREEMENT. IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF SUCH DAMAGES TO THE CITY, BUT THE PARTIES ARE OF THE OPINION, UPON THE BASIS OF ALL INFORMATION AVAILABLE TO THEM, THAT SUCH DAMAGES WOULD APPROXIMATELY EQUAL THE AMOUNT OF THE DEPOSIT IN ESCROW AT THE TIME OF THE DEFAULT OF THE DEVELOPER, AND THE AMOUNT OF SUCH DEPOSIT SHALL BE PAID TO THE CITY UPON ANY SUCH OCCURRENCE AS THE TOTAL OF ALL LIQUIDATED DAMAGES FOR ANY AND ALL SUCH DEFAULTS AND NOT AS A PENALTY. THE CITY AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, TO WHICH THE CITY MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, AND SHALL BE THE CITY'S SOLE AND EXCLUSIVE RIGHT AND REMEDY. IN THE EVENT THAT THIS PARAGRAPH SHOULD BE HELD TO BE VOID FOR ANY REASON, THE CITY SHALL BE ENTITLED TO THE FULL EXTENT OF DAMAGES OTHERWISE PROVIDED BY LAW.

THE DEVELOPER AND THE CITY SPECIFICALLY ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION BY THEIR SIGNATURES HERE:

CITY:_____

DEVELOPER:_____

5.3.2 In the event of a Default by the Developer under this Agreement after close of escrow, the City shall have all rights and remedies available at law or in equity.

Article 6

GENERAL PROVISIONS

6.1 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.2 Non-Liability of City Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement, except as may be caused by intentional torts or criminal activities of any such City member, official or employee. Developer hereby waives and releases any claim it may have against the members, officials or employees of the City with respect to any default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement, except as may be caused by intentional torts or criminal activities.

6.3 Force Majeure. Subject to the limitations set forth below, performance by any party under this Agreement shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other party; or other circumstances beyond the control of such party ("Force Majeure"). An extension of time for any such cause shall be for the period of the force majeure delay and shall commence to run from the time of the commencement of the cause (but in any event shall not exceed a cumulative total of one hundred eighty (180) days), if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

6.4 Intentionally omitted.

6.5 Time is of the Essence. Time is of the essence in the performance of this Agreement.

6.6 Waiver. A waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

6.7 Notices. All notices that are given pursuant to this Agreement shall be in writing. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. Notices delivered by the United States Express Mail,

Federal Express, Airborne Express or another overnight courier that provides next business day delivery (the "Express Courier") shall be deemed given on the next business day after deposit of the same with the Express Courier. If any notice is transmitted by facsimile (fax) or electronic transmission or similar means, the same shall be deemed received or delivered upon the transmission thereof if transmitted on a given business day no later than 5:00 PM. If notice is given or received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 P.M., it shall be deemed given or received on the next business day. For purposes of notice, the addresses of the parties are as follows, which may be changed by five (5) days prior written notice:

City: City of Woodland
300 First Street
Winters, CA 95695
Attn: City Manager
Telephone: _____
Facsimile: _____
E-mail: _____

With a copy to: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Kara K. Ueda
Telephone: (916) 325-4000
Facsimile: (916) 325-4010
E-mail: Kara.Ueda@BBKlaw.com

Developer: Ganesh Hospitality, LLC
1021 Main Street
Woodland, CA 95695
Attn: Jivan Patel, Mike Olivas
Telephone: _____
Facsimile: [NEED]
E-mail: patelrekha65@gmail.com; mikeolivas@aol.com

With a copy to: Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Attn: Sylvia Arostegui
Telephone: (916) 447-0700
Facsimile: (916) 447-4781
E-mail: sylvia.arostegui@stoel.com

6.8 Entire Agreement. This Agreement, including all attachments hereto, contains the entire agreement between the parties with regard to the Project Site and supersedes all prior written and/or oral representations and/or agreements, including, but not limited to, any letter of intent between the parties.

6.9 Attorneys' Fees. If an action is filed by any of the parties hereto to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

6.10 Days. In computing any period of time by days as provided in this Agreement, the date of the act, event or default from which the designated period of time begins to run will not be included. If the date for performance or last day of any time period stated in this Agreement falls on a day that is not a business day, then the due date or the duration of such time period will be extended so that it ends on the next succeeding day that is a business day. A "business day" is a day of the week that is not a Saturday, Sunday, or legal holiday recognized by the banks, United States Postal Service or the Recorder of the County.

6.11 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership or joint venture between the parties or make one party the agent of the other.

6.12 Headings. Any headings or captions used herein are inserted only as a matter of convenience and for reference only and in no way defines limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

6.13 Context. The words or phrases that are not proper nouns that begin with capital letters are defined terms that have the meanings that are assigned to them in this Agreement. The singular form shall include the plural and vice versa; adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; and the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to". "Recorded" means to be recorded in the Official Records of the County of Yolo. Unless specified to the contrary, any reference to a section or paragraph shall be to a section or paragraph of this Agreement. All Attachments referred to in this Agreement are attached to it and incorporated herein and made a part of this Agreement by this reference.

6.14 Counterparts. This Agreement may be signed by the parties in different counterparts, and the signature pages combined shall create a document binding on all parties.

6.15 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

6.16 Modifications; Amendments. The Developer and City agree to mutually consider reasonable requests for amendments to this Agreement that may be made by any of the parties hereto, subtenants of Developer, lending institutions or bond counsel or financial consultants to Developer or the City, provided such requests are consistent with this Agreement and would not materially alter the basic business terms included herein. Any waiver, alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party. The City Manager shall be authorized to approve any modification or amendment to the Schedule of Performance or other minor modification or amendment hereto that does not alter the basic business terms included

herein. Any substantive or significant alteration, change, modification or amendment of or to this Agreement shall require approval by the City Council.

6.17 Entire Agreement, Waivers and Amendments. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement and any and all Exhibits and Attachments hereto, together with all documents and agreements referenced herein, constitute the entire understanding and agreement of the parties with respect to the Project Site. This Agreement integrates all of the terms and conditions: mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

6.18 Time for Acceptance of Agreement by City. This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City within thirty (30) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer may consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

6.19 Applicable Law. The laws of the State of California, excepting those provisions dealing with choice of law, shall govern the interpretation and enforcement of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

6.20 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

6.21 Exculpation. Notwithstanding anything to the contrary contained herein, no member of Developer, nor any direct or indirect partner, shareholder, member, manager officer, director, trustee or employee in Developer or of any of them (each, a **"Nonrecourse Party"**; collectively, the **"Nonrecourse Parties"**), shall be personally liable in any manner or to any extent under or in connection with this Agreement, and neither the City nor any successor, assignee, partner, officer, director or employee of the City shall have any recourse to any assets of a Nonrecourse Party other than such party's interest in the Project to satisfy any liability, judgment or claim that may be obtained or made against any such Nonrecourse Party under this Agreement or in conjunction with the Project. The limitation of liability provided in this Section is in addition to, and not in limitation of, any limitation on liability applicable to a Nonrecourse Party provided by law or by this Agreement or any other contract, agreement or instrument. City agrees that it shall look solely to the assets of Developer for the enforcement of any claims arising hereunder or related hereto.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

CITY:

CITY OF WOODLAND,
a California municipal corporation

DEVELOPER:

GANESH HOSPITALITY, LLC,
a California limited liability company

By: _____
Mayor

Date: _____

By: _____

Name: _____

ATTEST:

Title: _____

By: _____
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

Kara K. Ueda
City Attorney

Date: _____

ACCEPTANCE BY ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges that _____, 20____, is the "**Effective Date**" of the foregoing Disposition and Development Agreement between _____ and _____. The undersigned escrow agent agrees to act as the Escrow Agent under this Agreement, and to comply with these instructions. Escrow Agent has assigned Escrow Number _____ to the City Property for that purpose.

PLACER TITLE COMPANY

By:_____

Its:_____

Date:_____

ATTACHMENTS

Attachment No. 1	Map of the Project Site
Attachment No. 2	Legal Description of the Developer Property
Attachment No. 3	Legal Description of the City Property
Attachment No. 4	Schedule of Performance
Attachment No. 5	Scope of Development
Attachment No. 6	Form of Grant Deed
Attachment No. 7	Form of Reciprocal Easement Agreement

ATTACHMENT NO. 1
Map of the Project Site

(To be attached.)

ATTACHMENT NO. 2
Legal Description of the Developer Property

(To be attached.)

ATTACHMENT NO. 3
Legal Description of the City Property

(To be attached.)

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

Action	Date
1. <u>Execution of Agreement by City.</u> The City shall authorize execution of this Agreement and deliver this Agreement to the Developer.	Within 30 days after execution and delivery by the Developer.
2. <u>Submission of Preliminary Title Report.</u> The City shall cause to be prepared and delivered to the Developer a Preliminary Title Report for the City Property.	Within 30 days following execution of Agreement by City.
3. <u>Approval of Preliminary Title Report.</u> The Developer shall approve the Preliminary Title Report for the Site.	Within 30 days after receipt of updated Preliminary Title Report from City (following acquisition of Successor Agency Parcels).
4. <u>Feasibility Period.</u> The Developer shall complete its investigations and approve or disapprove of the condition of the City Property, and decide whether to move forward with the Hotel Project.	Within 90 days after execution of this Agreement by the City.
5. <u>Submission of Site and Construction Plans and Construction and Operating Budget.</u> The Developer shall prepare and submit to the City final construction plans, drawings and related documents.	Within 140 days after execution of this Agreement by the City.
6. <u>Approval of Site and Construction Plans and Construction and Operating Budget.</u> The City shall approve the Developer's final construction plans.	In accordance with City's normal plan check and design review process.
7. <u>Submission of Evidence of Financing.</u> The Developer shall submit evidence of adequate financing to construct the Project.	Concurrent with or immediately following approval of final Construction and Operating Budget, but in any event within 30 days prior to close of escrow.
8. <u>Approval of Evidence of Financing.</u> The City shall review and approve Developer's evidence of adequate financing to construct the Project.	Within 30 days after receipt thereof by the Agency.
9. <u>Satisfaction of All Conditions Precedent to Close of Escrow.</u> Developer and City, as applicable, shall complete all other conditions precedent to close of escrow provided for in Section 3.5.	At or prior to the close of escrow.

Action	Date
13. <u>Deposit of Grant Deed and Purchase Price.</u> Developer and City, as applicable, shall deliver into escrow the Grant Deed, Purchase Price, and all required funds.	Not later than two days prior to the close of escrow.
15. <u>Merger of Project Site.</u> Developer shall record an approved parcel map and/or lot line adjustment as appropriate for the development of the Project.	Immediately following or concurrent with Close of Escrow
14. <u>Close of Escrow.</u> The City shall convey title to the City Property to the Developer, and the Developer shall accept such conveyance.	Prior to or concurrently with the close of Developer's construction loan for the Project, which shall occur no later than 180 days.
16. <u>Certificates of Insurance.</u> The Developer shall deliver to the City certificates of insurance.	Prior to commencement of any work on the City Property.
17. <u>Commencement of Construction.</u> The Developer shall commence construction of the improvements on the Project Site.	Within 30 days after close of escrow.
18. <u>Completion of Construction.</u> The Developer shall complete construction of the improvements on the Site.	Within 18 months after commencement thereof.
19. <u>Issuance of Certificate of Completion.</u> The City shall furnish the Developer with a Certification of Completion for the Project.	Promptly after completion of all construction required to be completed by the Developer on the Site, and upon written request therefor by the Developer.

ATTACHMENT NO. 5

SCOPE OF DEVELOPMENT

The Project Site shall be developed by Developer in accordance with the provisions of this Agreement and the plans, drawings and related documents as approved by the City pursuant to entitlement and permit application processes.

The Developer shall construct, or cause to be constructed, on the Project Site an extended stay hotel consisting of five floors, with approximately 7,000 square feet of commercial space on the first floor of the building for retail and restaurant space. The hotel will include 81 rooms, a main lobby, meeting rooms and an indoor pool, and the Project Site will provide approximately 119 off-street parking spaces (104 on-site spaces, including 50 underground spaces, plus 15 shared spaces).

Architectural Design. The architectural design of Project shall be consistent with the requirements of the City of Woodland and in accordance with the Basic Concept Drawings attached hereto as Exhibit A and are incorporated herein by this reference.

Landscape design, signage, and screening for trash areas, fire related mechanical devices, rooftop equipment and other building elements with required screening for the Hotel Project, shall all be consistent with the standards of the City of Woodland.

ATTACHMENT NO. 6

Form of Grant Deed

(To be attached.)

ATTACHMENT NO. 7
Form of Reciprocal Easement Agreement

(To be attached.)

Woodland, California
PROJECT APPLICATION
DECEMBER 11, 2015

PROJECT TEAM

OWNER

Jayjala a CA Corporation
1001 Main Street
Woodland, CA 95695
(530) 662-8215

CIVIL ENGINEER

LM Laugenour and Meikle
Todd Tommerasson
608 Court Street
Woodland, CA 95695

OWNERS REPRESENTATIVE

MO Devco, LLC
1046 Olive Drive Suite 3
Davis, CA 95616
(530) 400-6092
mikeolivas@aol.com

ARCHITECTS

ZIV/DAVIS
2900 Bridgeway
Sausalito, CA 94965
(415) 616-9600
zivdavis@mindspring.com

INDEX OF DRAWINGS



PROPOSED HILTON HOME 2 EXTENDED STAY

ZONING REQUIREMENTS

Site Area:
City Property 23,868.1 SF
Owners Area 26,092.4 SF
Total Area 49,960.5 SF
Zoning Designation:
Central Business District
General Plan:
Central Commercial
Proposed Use:
Hospitality & Commercial
Proposed Height 70 Feet
Max. FAR: 4.0
Proposed FAR: 1.29
Max. Lot Coverage: 100%
Proposed Lot Coverage: 34%
Required Parking 105
Hotel: 1 space per room/plus 1 82
Restaurant 1 space/300 SF of gross floor area 23

BUILDING PROGRAM & AREA

Building Level Ground Floor
Hotel Lobby and House Services 6,236 SF
Hotel Meeting Rooms 1,624 SF
Pool Area 1,741 SF
Trash Area 412 SF
Commercial Area 6,810 SF
Typical Floors 2nd, 3rd, 4th & 5th
Room Area per Floor 9,030 SF
Common Area 2,129 SF
Average Room size 430 SF
Total number of rooms 81 rooms
Total Square Footage 63,179 SF
BUILDING CODE
Building Type Hotel Podium Type 1A
Ground Floor with A & B occupancies.
Floors 2-4 Type V construction with R-1 occupancy.
No build area required, minimum 30'

PARKING PROGRAM

Garage Structure
Underground Type with sprinklers 50
Ground level Parking 58 new spaces and 7 existing
6 are HCP, directly across from entrance
Total Parking provided 123
Hotel guest plus manager 82
Commercial Spaces 25

A shared Parking agreement will be required between Hotel Operator and the City of Woodland for 7 existing spaces and 8 additional spaces to be added to the City Lot off Court Street

VICINITY MAP + APN

APN
005-645-010
005-645-011
005-645-012
005-645-014
005-645-015

NOT TO SCALE



DESIGNED BY					
DRAWN BY					
CHECKED BY					
REV.	DATE	DESCRIPTION	BY	APP'D.	

Conceptual Schematic

**Downtown
Hilton Home2**

**Woodland, California
Project Application
December 11, 2015**

IMPROVEMENT PLANS
FOR
JAYJALA CORPORATION, FUTURE HOTEL SITE
CITY OF WOODLAND YOLO COUNTY, CALIFORNIA

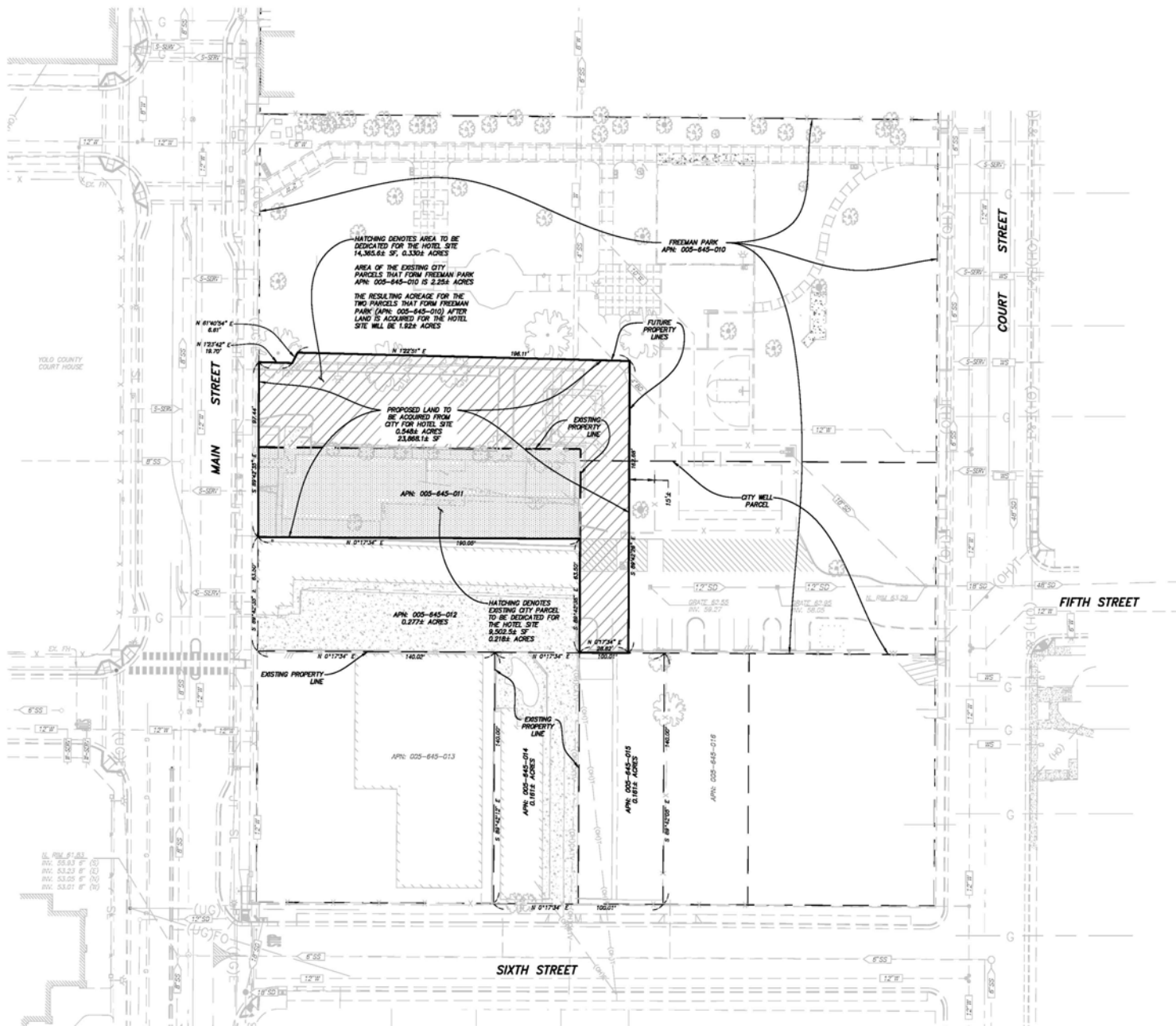
SCALE

SHEET

OF

Cover Page

DATE:
JOB NO. 4008



DESIGNED BY TCT					
DRAWN BY NRS					
CHECKED BY TCT					
REV.	DATE	DESCRIPTION	BY	APP'D.	

PARCEL MAP

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 683-1795
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - FAX: (530) 682-4402

BY TODD C. TOMMERASON
DATE 12-16-2015 P.E. 59277



IMPROVEMENT PLANS
FOR
JAYJALA CORPORATION, FUTURE HOTEL SITE
CITY OF WOODLAND YOLO COUNTY, CALIFORNIA
PROPOSED PROPERTY ACQUISITION

SCALE 1"=30'	SHEET 3 OF 3
DATE: 12-16-2015 JOB NO. 4008	



DESIGNED BY					
DRAWN BY					
CHECKED BY					
REV.	DATE	DESCRIPTION	BY	APP'D.	

CONCEPTUAL SCHEMATIC PLAN

144

IMPROVEMENT PLANS FOR JAYJALA CORPORATION, FUTURE HOTEL SITE	
CITY OF WOODLAND	YOLO COUNTY, CALIFORNIA
DATE:	JOB NO. 4008

SCALE

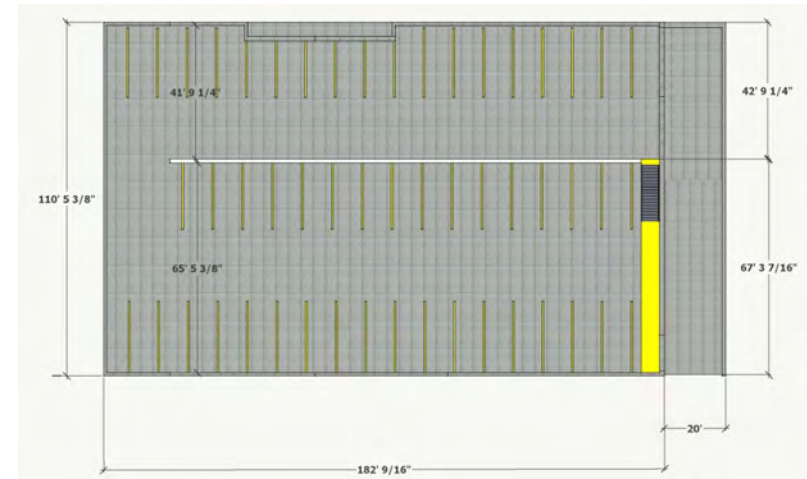
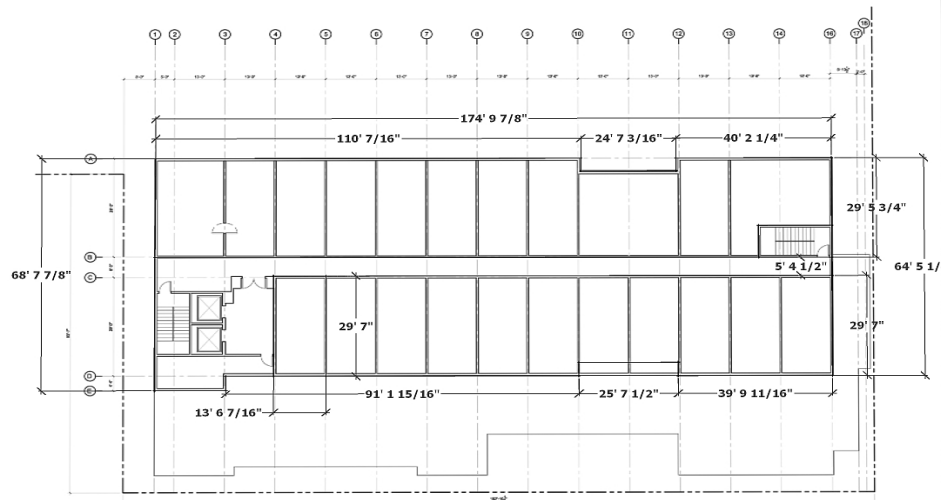
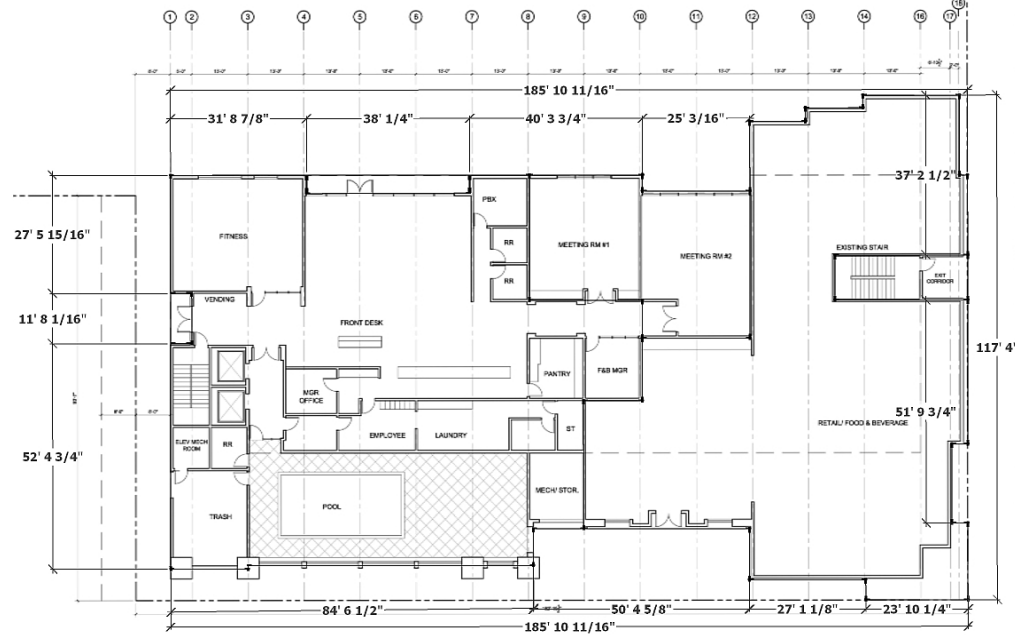
SHEET

5

OF

12

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Total Parking provided	114
Hotel guest plus manager	82
Commercial Spaces	25

A shared Parking agreement will be required between Hotel Operator and the City of Woodland for 7 existing spaces and 8 additional spaces to be added to the City Lot off Court Street

DESIGNED BY _____					
DRAWN BY _____					
CHECKED BY _____					
REV.	DATE	DESCRIPTION			BY APP'D

Floor Plans and Garage Structure

145

IMPROVEMENT PLANS FOR JAYJALA CORPORATION, FUTURE HOTEL SITE	
CITY OF WOODLAND	YOLO COUNTY, CALIFORNIA

SCALE	SHEET
	6
	OF
	12
NO. 4008	



North Elevation



South Elevation



West Elevation



East Elevation

Height Limit:	69 Feet
Proposed Height	70 Feet top of Parapet Wall
Request For Beacon	72 Feet

Building Level Ground Floor	
Hotel Lobby and House Services	6,236 SF
Hotel Meeting Rooms	1,624 SF
Pool Area	1,741 SF
Trash Area	412 SF
Commercial Area	6,810 SF
Typical Floors 2nd, 3rd, 4th & 5th	
Room Area per Floor	9,030 SF
Common Area	2,129 SF
Average Room size	430 SF
Total number of rooms	81 rooms



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

WOODLAND HOTEL

MAIN STREET WOODLAND CA

ZIV DAVIS

2020 BROADWAY
SACRAMENTO CA
95805 USA
PH 916 511 5500
ziv@zivandassociates.com



This drawing was prepared by the architect and is intended to be used in connection with the construction of the project. It is not to be used for any other purpose without the written consent of the architect. The architect assumes no responsibility for the accuracy or completeness of the information provided in this drawing. The architect is not responsible for the design of the project or the construction of the project. The architect is not responsible for the design of the project or the construction of the project. The architect is not responsible for the design of the project or the construction of the project.

REVISIONS

ROBIN POTAMPA 20/

PROJECT MANAGER

DESIGN BY

PLAN 0000

SHEET TITLE

W0000000000

SHEET NUMBER



WOODLAND
HOTEL

MAIN STREET WOODLAND CA

ZIV DAVIS
2520 BROOKWAY
SALINAS CA
94605 USA
PH +1 531 851 9500
eiv@zivdavis.com

[illegible]

REVIEWS

ROBIN POTAMPA ZIV

PROJECT MANAGER

02/04/01 BT

PLAN 102000

SHORT TITLE

PROJECT NUMBER:

2002.7.19 星期三



WOODLAND
HOTEL

MAIN STREET WOODLAND CA

ZIV DAVIS

2502 BROADWAY

SALSAITO CA

90485 USA

PH-812, 815, 9502

[illegible][illegible]

SYSTEMS

ROBIN POTAMPA ZIV
(MUNICIPAL, IN CHARGE)

PROJECT MANAGER

DRAWN BY

PLAN ESQUEL

SHORT TITLE

PROCEEDINGS OF THE

DIRECTOR GENERAL

Woodland Architectural Design Concepts

Sense of Place and Woodland Historical References

The design aesthetic of the new Woodland Hotel was inspired by the existing Woodland Historical district.

In the historical district, the three to four story heights and massing of many of the downtown buildings create an urban-like streetscape very much like historic Sacramento and other California turn of the century cities.

The historic district is composed of building facades which are heavily detailed in brick, carved stone, ornate ironwork and embellished storefronts. These materials and design features are all used to create a certain level of detail which expresses sophistication, elegance and celebrates the era these facades were created in. The various styles of the Woodland downtown also bring a varied design vocabulary to the streetscape which makes the built environment more enjoyable. Contrasting the Spanish revival style with the rusticated stone façade makes each building more interesting because of the contrasting styles. Perhaps because California was a relatively new state, the contrasting styles provided the sense of history and age we sorely desired in the West.

When we started this project our first task was to collect various images of the Woodland architecture, both for massing concepts and for use of materials. Even signage images were gathered for their celebration of the shopping experience. The part the “streetscape experience” plays in historic Woodland is essential to the life and character of the downtown. We want a retail experience that is active, stimulating to the senses via sounds, people activities, outdoor café dining and visually vibrant storefronts.

General Building Massing Concepts & Use of Materials

The first design concept for the Woodland hotel had a podium base which housed a variety of retail spaces such as a coffee/ Patisserie outlet at the corner, a full service restaurant at the corner and outdoor dining with umbrellas and street furniture. These elements all combine to create a street character similar to the Historic Woodland downtown.

We knew the height of this string of facades should be **grand** and detailed with cornices in cast stone and have stone bases, which relate to historical downtown detailing. The glass facades could move in and out of the organizing brick frames which would add variety to the long street front. Variety in signage would also occur from each retail outlet. Outdoor café seating with umbrellas and accessories, as well as street trees would further embellish the sidewalk area.

The use of the red brick also relates to historical Woodland. Various red brick warehouses occur throughout Woodland, particularly around the railroad track areas. Although our building façade will be all new brick in keeping with the reality of a new construction project, the red brick color and texture brick relate to the existing vocabulary of local materials.

Rising above the retail/restaurant podium is the hotel tower consisting of 4 floors of rooms. This building mass is broken into two styles. The front is clad in brick and black glass and the rear portion in a deep chocolate brown warehouse style. The height of the hotel tower will balance the large mass of the Federal building across the street. However, because we step this upper mass back (Hotel segment) from the podium façade, the overall perception of the building will not be over whelming to the pedestrian or street scape.

At the intersection of the two building styles, a vertical white band occurs which is a visual cue for the Hilton Home 2 product signage standards. If the Owner decides to contract with another approved operator, the signage requirements would be different and the beacon element would be eliminated.

Use of the Site

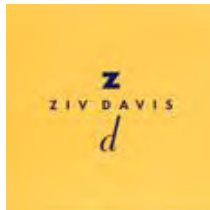
The existing park was also a great asset to our project; at the park side, lovely summer outdoor dining will occur. Isn't this why we want to live in California? The hotel can also gain from the lovely greenscape with the location of the enclosed pool at this area, again capitalizing on the park greenery and sense of open space. The size of the existing trees imply a sense of age to our building and perhaps someone may think that this building as just restored and renovated.

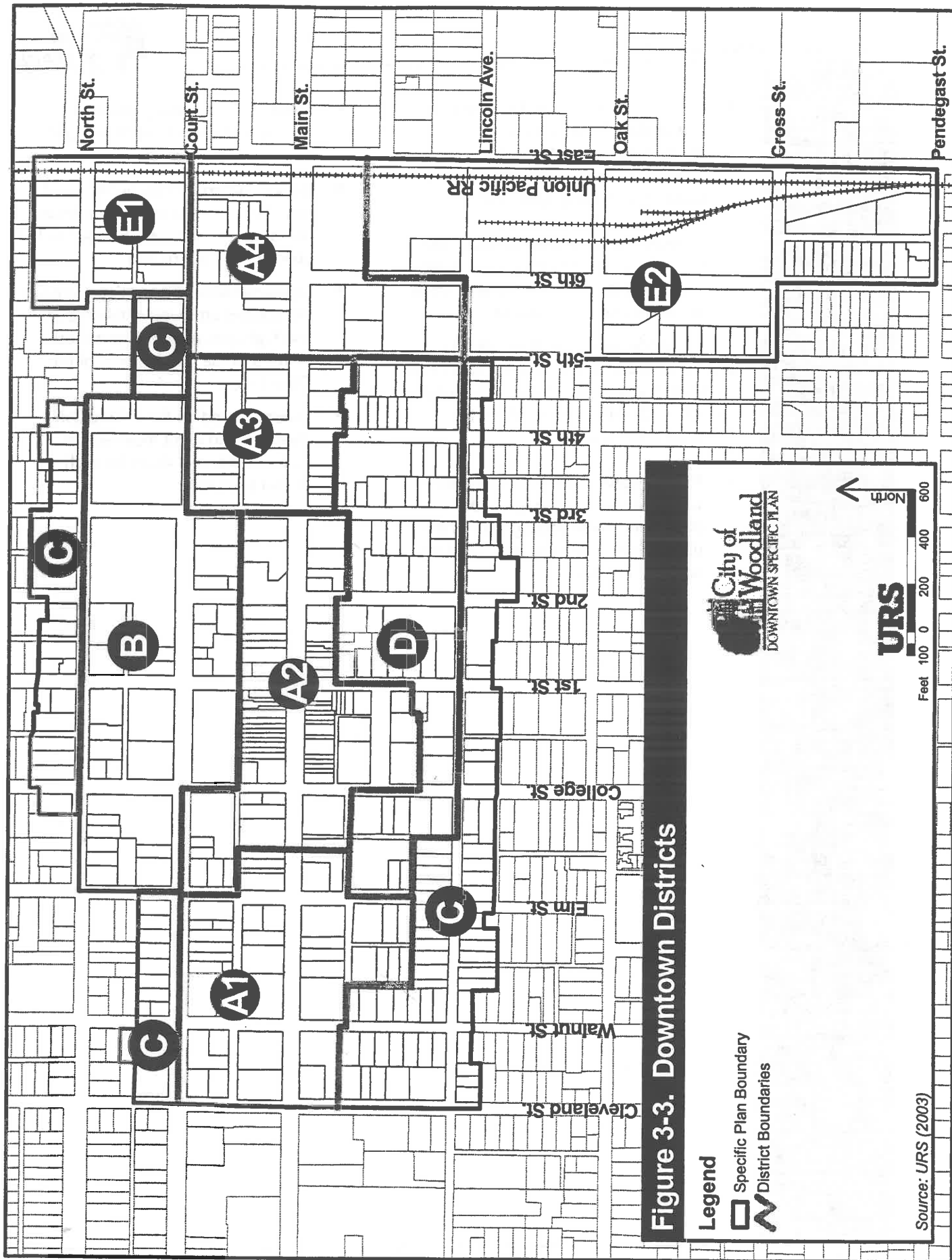
Arrival to the hotel is tucked back into the rear part of the site. This enables us to create a more boutique guest experience as one is able to check-in without the activity of the retail areas. Guest parking is also adjacent to the hotel entrance.

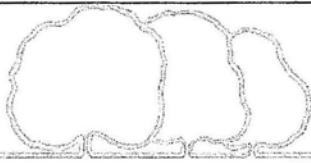
Conclusion

We believe that this project will extend the Woodland historical experience and create a kind of gateway to the existing historical district. Plus this new complex will balance the federal courthouse mass which is quite large. We also made an effort to color saturate our building so that it contrasts to the gray non-color mass of the federal building. By using more color (red brick, chocolate brown stucco etc.) we are displaying the intended use of this new building. This is a new place for people, group gatherings and social activities. (In other words, non-governmental)

Best Regards;
Robin Potampa-Ziv
Project Design Architect
Ziv Davis LLC







City of Woodland

Community Development Department

300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

Jivan B. Patel and Ramilaben J. Patel Living Trust

MAILING ADDRESS:

1021 Main Street

CITY STATE ZIP CODE:

Woodland, CA 95695

PHONE NUMBER:

(530) 908-7106

E-MAIL ADDRESS:

PatelRekha65@gmail.com

PROJECT APPLICANT

Jivan B. Patel and Ramilaben J. Patel Living Trust

MAILING ADDRESS:

1021 Main Street

CITY STATE ZIP CODE:

Woodland, CA 95695

PHONE NUMBER:

(530) 908-7106

E-MAIL ADDRESS:

PatelRekha65@gmail.com

2. Application Requested

- | | | |
|--|--|---|
| ☐ General Plan Petition | ☐ Zoning Amendment | ☐ General Plan Amendment |
| ☐ Tentative Subdivision Map | ☒ Tentative Parcel Map | ☒ Lot Line Adjustment |
| ☒ Site Plan Review | ☒ Design Review | ☒ Sign Design Review |
| ☒ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☐ Other _____ | |

Is this request part of another application? ☐ Yes ☒ No If so, what? _____

3. Project Description

Project Name:

Downtown Woodland Hotel and Retail/Commercial

Total Acres or Square Feet

62,014 sq. ft.

Site address or location:

1021 Main Street

Assessor's Parcel Number:

005-645-012,014,015 and 005-645-010.011

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres
<u>Commercial, Public & Park</u>	<u>1.108</u>	<u>Commercial</u>	<u>1.108</u>

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres
<u>Central Commercial/Public</u>	<u>1.108</u>	<u>Central Commercial</u>	<u>1.108</u>

7. Residential Development

No. of residential units are being requested?	No. of lots will be created by this project?
Single Family _____ Half-plex _____	Do you intend to market the units for <u>sale</u> ? ☐ YES ☐ No
Duplex _____ Apartments _____	Do you intend to market the units for <u>rent</u> ? ☐ YES ☐ No
Condominiums _____ Other _____	
Townhomes _____ Total Units _____	

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

Hospitality (Hotel and Commercial)

Indicate the gross and leasable square footage for each type of development:

7,132 sq.ft. Commercial space and 54,882 Hotel

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*
☐ Contract to Purchase* ☐ Other

Specify _____

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Jivan B. Patel and Ramilaben J. Patel Living Trust

Applicant: _____ **Date** _____

Jivan B. Patel and Ramilaben J. Patel Living Trust

Legal Owner: _____ **Date** _____

Legal Owner: _____ **Date** _____

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due:: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

Project Description:

Overall project consists of a, 81 room hotel, main lobby, meeting rooms, indoor pool and necessary support spaces and a street podium level along the street front which consists of retail and food and beverage outlets square footage is 7,132 sq. ft. Parking will be provided for 100 cars, larger events will have valet service if needed.

The character of this streetscape is critical to the connection of this building to the historical district and the Woodland historic downtown.

Outdoor dining, cafe type seating, umbrellas and decorative paving all create a place for people and activity. At the Parkside, outdoor dining will also occur as well as private events. The hotel will have an enclosed pool at this area building on this asset of the park greenery.

The facade has crowns and bases similar to historic structures but the brickwork is new and in keeping with a newly constructed building.

This facade is grand in scale promoting a sense of place that one wants to be, Awnings, decorative lighting, signage will all develop the idea of retail, and people spaces but also creates the historical design elements that occur in the historic buildings downtown.

Rising above the retail/restaurant podium is the hotel tower consisting of 4 floors of rooms. This building mass is broken into two styles, the front is clad in brick and black glass and the rear portion in a deep chocolate brown warehouse style.

At the intersection of the two building styles, a vertical white band occurs which is a visual cue for the Hilton Home 2 product signage standards.

The Proposed Home2 Suites by Hilton will be a extended-stay lodging facility containing 81 rentable units. The five-story property will open on April 1, 2017. The subject site is currently improved with the Budget Inn, which will be demolished in order to construct the proposed Home2 Suites by Hilton. The Home2 Suites by Hilton is expected to contain approximately 7,132 square feet of commercial space on the first floor of the building for restaurants. In addition, ownership is expected to purchase a portion of the adjacent Freeman Park from the City of Woodland, based on an appraisal prepared by Clark Wolcott, in order to provide the required spaces.

Home2 Suites by Hilton is a mid-tier, limited-service, extended-stay hotel by Hilton that offers contemporary accommodations and a customizable guestroom design; furthermore, the Home2 Suites by Hilton commitment to sustainability is reinforced throughout every aspect of the brand. The hotel's all-suite configuration provides suites with flexible separate living and bedroom areas (divisible by a drape in the studio suite or partial wall in the one-bedroom suite). The guestroom suites feature an industry-unique "working wall" that incorporates the kitchen and a flexible working/media space; the kitchens include a refrigerator, a microwave, a dishwasher, and other typical kitchen amenities. The media/working zone includes a queen-size sofa sleeper, a 42-inch flat-screen television, a roll-around ottoman, ambient task lighting, an alarm clock with iPod port and MP3 jack, and various pieces of furniture that can be moved around to create customized living

**HISTORICAL RESOURCE ANALYSIS STUDY OF
1001 and 1017 MAIN STREET, WOODLAND,
YOLO COUNTY, CALIFORNIA 95695**

SEPTEMBER 2015



PREPARED FOR:

City of Woodland
300 First Street
Woodland, CA 95695

PREPARED BY:

Historic Resource Associates
2001 Sheffield Drive
El Dorado Hills, CA 95762

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ATTACHMENTS

DPR 523A - Primary Records

DPR 523B - Building, Structure, and Object Records

Photograph Record

1.0 SUMMARY OF FINDINGS

This historic resource analysis examined two properties within the City of Woodland, Yolo County, California, that share common boundaries. Those properties include 1001 Main Street, commonly known as Freeman Park, owned and operated by the City of Woodland, and 1017 Main Street, commonly referred to as the Woodland Toy Library. The Woodland Toy Library is a community service organization sponsored by the City of Woodland, and run as a co-op with all Yolo County families eligible for membership. The Woodland Toy Library is similar to a book-lending library, except you can check out toys.

The purpose for the historic resource analysis study was to address plans for a mixed-use, five-story hotel building that will occupy the parcel currently occupied by the Woodland Toy Library, located at 1017 Main Street, and a small portion of 1001 Main Street, commonly known as Freeman Park. The proposed hotel will abut Freeman Park to the west, filling the existing driveway and parking area currently used to access the park via Main Street. The Budget Inn to the east will be demolished as part of the proposed project.

Freeman Park was reportedly once owned by the Freeman family before it was gifted to the Yolo County School District for development of a school site. During the late nineteenth century a brick masonry school was built near the center of the present-day park. In later years the school was demolished and replaced with a city park, which was given the name Freeman, in memory of the pioneer family who settled in Woodland during the 1860s. Actual work on the park commenced in 1921 and continued through 1923. In 1936, the park was enhanced further under the oversight of the Works Project Administration (WPA). The WPA improvements included Neo-Classical inspired concrete walls, balustrades, a raised promenade with a fountain, a drinking fountain, sidewalks, and various plantings of shrubs and trees. Today, little, if any, is left of the pre-WPA landscaping or the actual WPA landscaping and features, which were replaced with the current park configuration of large lawns, walkways, a central gazebo, contemporary bathrooms, along with mature trees and shrubs.

The Woodland Toy Library was originally built as the branch office of the California Department of Motor Vehicles (DMV) and the Highway Patrol. The single-story, brick masonry, and wood-frame building was designed by California State Architect Fred A. Eichler in 1935 and built in 1936-37. The building was enlarged along its rear elevation with multiple bays or carports after 1949. The state abandoned the building in the 1970s, and in 1974 it was deeded to the City of Woodland.

The combination California DMV and Highway Patrol office was recorded by historian Don Napoli for the Woodland Historic Resource Inventory on December 20, 1996. Napoli gave the building a rating of 5S1, which is defined as an "individual property that

is listed or designated locally."¹ Freeman Park does not appear to have been formally recorded or evaluated for significance.

Both properties were evaluated for significance under National Register of Historic Places (NRHP) Criteria A, B, C, and D, CEQA California Register of Historic Resources (CRHR) Criteria 1, 2, 3, and 4, and the City of Woodland Chapter 12A3-1, Standards for designation of historical landmarks, historical districts, and historical resources. Both properties were also assessed individually and as part of a potential NRHP or CRHR historic district. Finally, the proposed project was also assessed for potential visual effects to the Downtown Woodland Historic District.

In determining the significance of each property, integrity together with historic context were taken into consideration, along with the role each property played in the community, culture, economics, architecture, and landscape architecture. In order to establish the historic context for both properties extensive archival research was conducted at the Yolo County Archives; Yolo County Recorder and Tax Collectors Office; U.C. Davis Special Collections and Map Library; California State Library, History Room; and the California State Archives.

In summary, taking into consideration the aforementioned criteria for determining the eligibility of the two properties, it has been determined that 1001 Main Street or Freeman Park is not a significant resource under any of the NRHP or CRHR criteria, and the City of Woodland Sec. 12A-3-1, standards for designation of historical landmarks, historical districts, and historical resources. This recommendation is largely due to the loss of nearly all its character defining features associated with the original park design or that of the WPA park design. In essence, the park lacks sufficient integrity to consider it a historic resource.

In contrast, 1017 Main Street or the former California DMV and Highway Patrol Office retains good integrity. Although the property retains good integrity, the building was one of hundreds designed by California State Architect Alfred A. Eichler during the 1920s through the 1940s. Its utilitarian design can be contrasted with other combination motor vehicle and highway patrol offices in the state that were considerably more elaborate, unique, and exemplary in regards to their workmanship and design (refer to Figures 18-24). Nor does the building reflect an important association with other governmental buildings in Woodland, such as the old Courthouse, that played a significant role in the city's political and social history. In summary the subject property does not appear to be a significant resource under any of the NRHP or CRHR criteria, and the City of Woodland Sec. 12A-3-1, standards for designation of historical landmarks, historical districts, and historical resources.

¹ State of California. California Historical Resources Status Codes Manual and California Department of Parks and Recreation (DPR) forms, March 1995.

2.0 INTRODUCTION AND PROJECT DESCRIPTION

This historic analysis was required by the City of Woodland in order to fulfill their regulatory responsibility under the California Environmental Quality Act (CEQA) in regards to the proposed demolition of 1017 Main Street, currently known as the Woodland Toy Library, and formerly the California DMV and Highway Patrol Office, and minor modifications to 1001 Main Street, identified as Freeman Park, both of which are owned and operated by the City of Woodland (Figure 1). The proposed project calls for the construction of a mixed-use, five-story hotel building, as depicted in Figure 2.



Figure 1: Project Location Map (Google Earth 2015)
Aerial view of the subject parcels.



*Figure 2: Visual simulation of the proposed mixed-use hotel project
(Courtesy of the City of Woodland).*

3.0 CULTURAL CONTEXT

3.1 Environment and Geology

The project area is located within a physiographic setting characteristic of the Great Central Valley, a vicinity that spans from 50 feet to near sea level along the Sacramento and American rivers. Around 350 million years ago, in the Paleozoic era, a large inland sea occupied the Sacramento Valley to the present Sierra Nevada Mountains. A land mass west of the present coastline and the continental land mass provided mud, sand, silt, and marl for deposition during the 200 million year life span of the sea. Deformation and uplift with volcanic eruptions caused a great body of sediments and volcanic rocks to accumulate.²

During the Mesozoic time there was a long interval (Triassic Period) during which time no sediments were deposited in the inland sea, except in the present Sacramento Valley. Deposition of sediments was renewed during the late Jurassic Period and the topography was markedly changed in a comparatively short interval of geologic time. The inland sea basin was uplifted for the last time and so deformed that the character of the sedimentary and volcanic rocks was completely changed. The sand, mud, silt, and marl metamorphosed to hard quartzite, slate, schist and marble, while volcanic rocks were metamorphosed to form greenstone (amphibolite schists).³

² Tracy I. Storer and Robert L. Usinger, *Sierra Nevada Natural History*. Berkeley, CA: University of California Press, 1963:26.

³ E. W. Ritter, ed. *Archaeological Investigations in the Auburn Reservoir Area, Phase II-III*. San Francisco: Report to the National Park Service, 1970.

Prior to cultivation and settlement the project area consisted of undulating ground with silty soils strewn with cobbles, a reflection of numerous flood events that were a persistent problem in portions of Yolo County through the early-twentieth century. Topographic maps display the meandering drainage patterns found throughout county, although does not appear to have endured flooding as did other communities along drainages such as Putah Creek. These drainage patterns influenced development, as did a lack of sustainable water for domestic use. Prior to 1920, groundwater supplies, wells, and tank houses were the norm throughout Yolo County. For Woodland, domestic water was supplied by municipal wells, which included the city's water and gas works that were once located across Main Street to the southwest.

3.2 Climate and Hydrology

The climate in the area now occupied by the Woodland is characterized as humid mesothermal, meaning that it is Mediterranean or dry summer subtropical. The valley and foothill region has been termed the "thermal belt" because of its mild winter climate.⁴ However, marked differences occur within short distances, because the temperature is dependent upon elevation and air drainage. In the depressions and small valleys the temperature is lower, particularly during nights when the cool air moves downward. The temperature is warmer on the slopes and tops of the ridges.

High and low temperature varied dramatically, ranging from winter lows of 12 degrees Fahrenheit to summer highs well over 100 degrees Fahrenheit. As with flooding and water supplies, early settlement in Woodland and the unincorporated areas of Yolo County was influenced by climate as well as soils. The unpredictability of California's rainfall was also a determinant in settlement, particularly the type, scale, and success of agriculture. Historic maps and photographs reflect the mix of residential and commercial development in east Woodland interspersed with small farms and orchards.

3.3 Contextual History and Land Use

Before the settlement of the Woodland area by Europeans, the *Poo-e-win*, a dialect group of the Hill Patwin Indians inhabited the region, occupying the river courses and tributary drainages, such as the Sacramento River, and Cache and Putah Creeks. Of special importance to the Poo-e-win was the main trading trail which followed the course of Cache Creek and served as an important economic supply line to the Nomlaki to the north, the Nisenan to the east, and the Pomo to the west. The Poo-e-win likely occupied the Woodland area in seasonal camps for hunting and seed gathering. The Patwin occupied homes of tule leaves and ate acorns, berries, roots, fish, duck and game. The enslavement of the Poo-e-win by the Spanish missionaries rapidly reduced their numbers and a smallpox epidemic in 1837 decimated the surviving population.⁵

⁴ Storie, R. Earl and Trussell, D.F. *Soil Survey of Placerville Area, California*. USDA, No. 34, Series 1927:30.

⁵City of Woodland. "A Brief History of Woodland." Excerpted from the 1996 Woodland General Plan. www.cityofwoodland.org. 1996; Shipley Walters. "A Brief History of Woodland." Prepared for the Residential Walking Tour Booklet. www.strollthroughhistory.com. 2008.

During the 1850s through the 1870s, Yolo County was a prosperous agricultural area of grain cultivation, particularly wheat. The railroad junction provided a natural shipping point and the availability of transportation led to the creation of processing and packaging plants that made shipping more efficient.

In the winter of 1853, Henry Wyckoff settled in a dense grove of oak trees and opened a small box frame dry goods store near Court and Sixth Streets in present-day Woodland, establishing Yolo City. The store served farmers and ranchers living nearby and travelers along the trail between the small towns of Washington (West Sacramento) and Cacheville (Yolo). Thereafter, A. Weaver opened a blacksmith shop, and in about three months was succeeded by James McClure, and he by E. R. Moses. The first shop was at a point near the former railroad, about 400 feet north from Main Street.

In 1856, Henry Wyckoff established a second store near Court Street, but sold out in April 1857 to Missourian Franklin S. Freeman, who demolished the old residence and erected a new house, still standing at 1037 Court Street. He married local school teacher Gertrude Swain in 1858, and they lived in the house until about 1868, after which they constructed a larger house on the 400 block of First Street, which was demolished in 1948.⁶ His wife, Gertrude taught 60 pupils in the school which was located across from the present-day Freeman Park.⁷



Figure 3: Gertrude and Frank Freeman on their porch
(Courtesy Yolo County Archives).

⁶Gilbert, Frank T. *The Illustrated Atlas and History of Yolo County, Cal., containing a History of California from 1513 to 1850, a History of Yolo County from 1825 to 1880*. San Francisco: DePue & Company. 1879; City of Woodland 1996; Walters 2008.

⁷ Hayes, Elinor. Woodland Daily Democrat. "Woodland's Godmother to be Honored Tonight." Woodland, California. March 9, 1928.

By 1857, Major Frank S. Freeman had acquired 160 acres of land, and offered free lots to settlers who would clear the land and build homes. Eventually the settlement of Yolo City was established around the central part of present-day Main Street. Yolo City developed into an agricultural community, bolstered by the first irrigation canal developed in 1856 by James Moore, who owned exclusive rights to Cache Creek.



Figure 4: Circa 1860 view of Yolo City.

In 1861, Major Freeman gained permission to build a post office in the town, and Yolo City was officially renamed Woodland by his wife, Gertrude Freeman in honor of the Valley Oak forest that filled the valley. Frank Freeman was appointed Postmaster in 1861, and he established the first Woodland post office in a brick commercial building he constructed on the northwest corner of Main and First Streets (539 Main Street). A saloon, the first in the town, was opened in 1861 by Benjamin Hotchkiss on Main Street. There were two boarding houses, one kept by James W. Stotenburg and the other by E. Dollarhide.⁸

The grade of the road once known as the "old Vallejo Railroad Grade" was completed to Woodland in 1860. The same year Hesperian College was completed. The flood of 1861-1862 demonstrated the necessity of a more accessible point for the county seat than the

⁸Gilbert 1879:76; City of Woodland 1996; Walters 2008.

current town of Washington.⁹ In 1862, the Yolo County seat was transferred from Washington (present-day West Sacramento) to Woodland. The first plat of the town was recorded in 1863 with Sixth Street designated as the eastern boundary, College Street as the western boundary, North Street as the northern boundary, and South Street (now Main Street) as the southern boundary. By the mid-1860s Woodland was the most important commercial center in the county, with a business district that boasted the county courthouse and hospital, a steam flour mill, brewery, livery stable, two blacksmith shops, wagon shop, two hotels, drugstore and six retail stores.¹⁰



Figure 5: *Birds Eye View of Woodland, Yolo County, 1871. The Court Street School, also known as the Main Street School, is denoted by the red arrow.*

⁹Gilbert 1879:76.

¹⁰City of Woodland 1996; Walters 2008.

In 1869, the California Pacific Railroad Company constructed a line between Davisville and Marysville with a Woodland station in the vicinity of College Street and Lincoln Avenue. Warehousing and industries requiring rail service developed along the railroad tracks, creating the industrial area that still remains between East and Fifth Streets. By 1870, the population of Woodland was approximately 1,600. By the time Woodland was incorporated in 1871 most of the oaks for which the town was named had vanished. Agricultural produce included tobacco, peanuts, grapes, rice, sugar beets, various grains, and row crops. Wineries and livestock were also important agricultural operations.

In 1891, Woodland acquired the water works system, built a sewer system, and completed the city hall. The Opera House, which was destroyed by fire in 1891 and rebuilt in 1896, became a center for recreation and culture. William H. Weeks, a renowned Northern California architect, designed many buildings in Woodland, including the Yolo County Courthouse, Hotel Woodland, Elks Lodge, and the Bank of Woodland.¹¹

By 1910, Woodland was the largest city in the county, with a population of 3,187. For the next 40 years, Woodland remained a stable community, anchored by agricultural industrial plants, such as the three rice mills, a sugar beet refinery, and a tomato cannery. The post-World War II period heralded explosive growth for California, and Woodland's population tripled between 1950 and 1980. New subdivisions and shopping centers developed around the town's perimeter, while industrial plants and distribution centers have been established in the northeast area of Woodland.¹²

3.4 Freeman Park History

On May 31, 1871 Theodore Deming recorded a deed, conveying one of the two parcels that now comprise Freeman Park to the Trustees of Woodland School District for the sum of one dollar "for the purposes of building a public school house thereon, which shall be of at least the value of three thousand dollars and be built within eighteen months from the date hereof." On May 27, 1872 L. P. Craft recorded a deed, conveying the second parcel that now comprises Freeman Park to the Woodland School District for the sum of three hundred dollars.¹³

¹¹City of Woodland 1996; Walters 2008.

¹²Walters 2008.

¹³ Ann Siprelle and Steven Ingram. Law Offices of Best, Best & Krieger, LLP. Closed Session Memorandum. March 18, 2004.



Figure 6: Circa 1880s lithograph of Woodland, California. The red arrow points to the location of the Court Street School House and the current location of Freeman Park (Courtesy of Yolo County Archives).

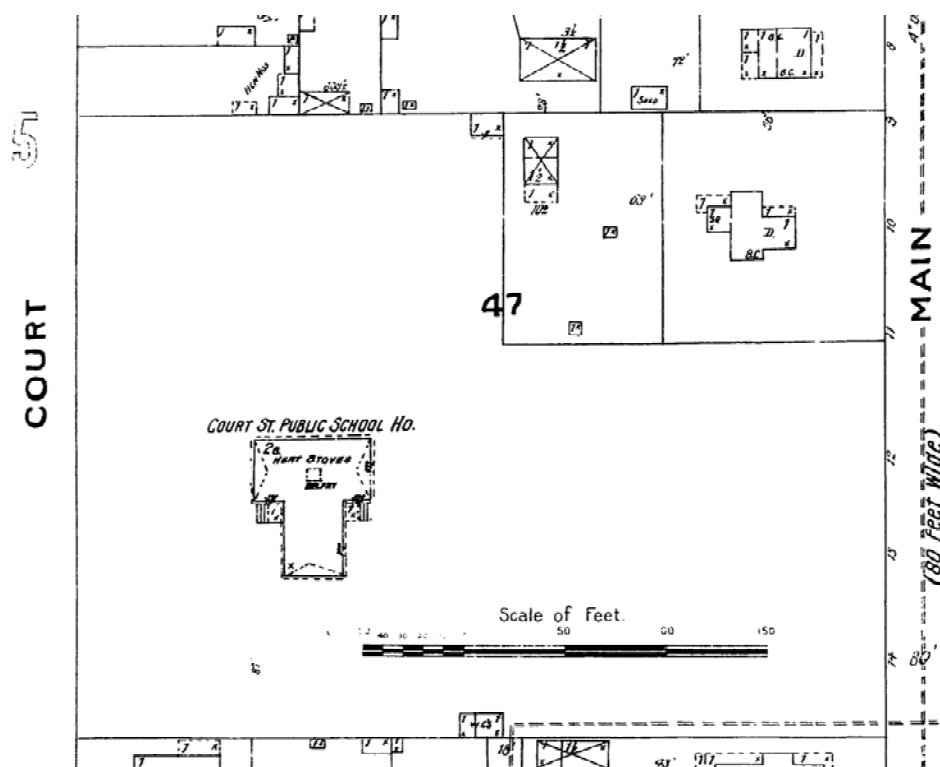


Figure 7: Sanborn Fire Insurance Map, Woodland, CA (Sheet 1) September 1895. Note the Court Street Public School House in the bottom left of the map, also the Victorian house north of the word "Main Street."



Figure 8: Main Street School, 1890s (Courtesy Yolo County Archives).
The school was located where the gazebo is today in Freeman Park.

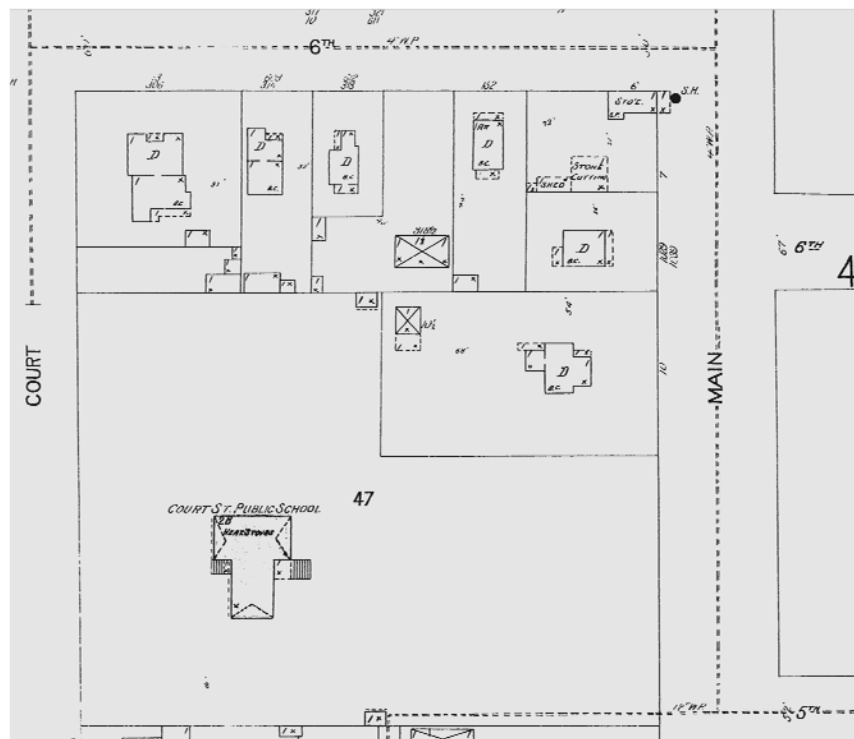


Figure 9: Sanborn Fire Insurance Map, Woodland, CA (Sheet 3) June 1906.

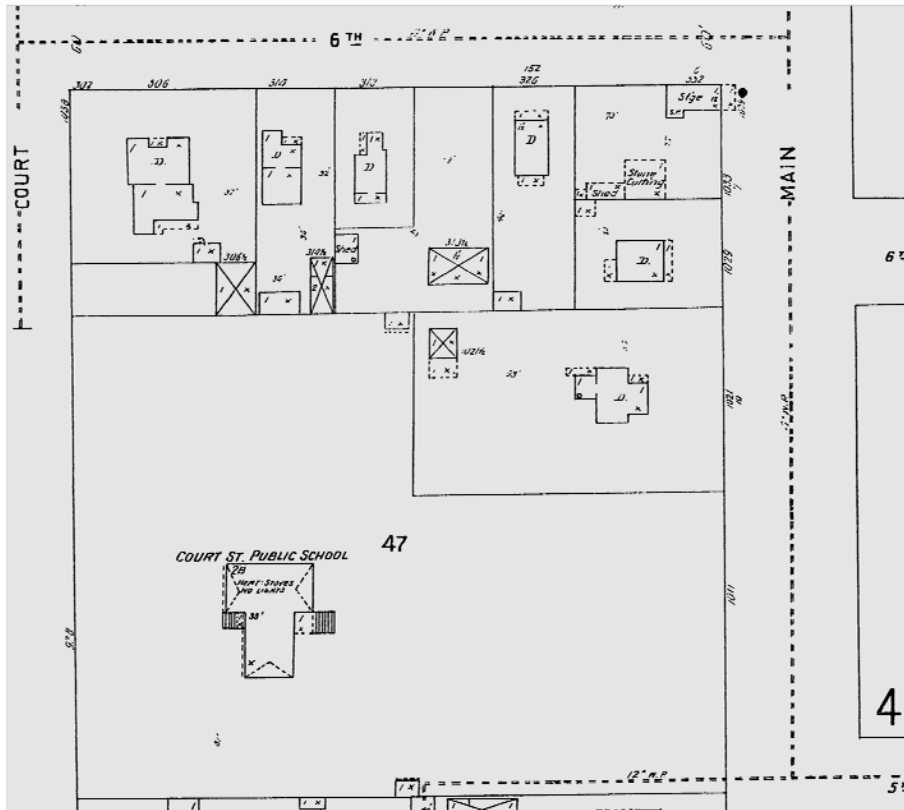


Figure 10: Sanborn Fire Insurance Map, Woodland, CA (Sheet 3) January 1912.

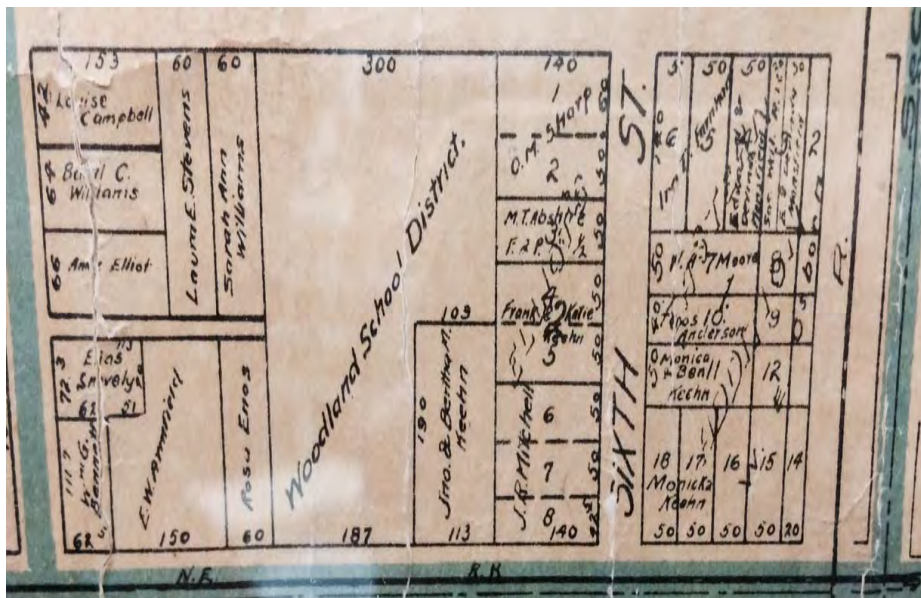


Figure 11: Official Map of Yolo County, 1915. The map depicts the Woodland School District parcel, now the site of Freeman Park, and the parcel occupied by the former DMV office, once owned by the Keehn brothers (Courtesy of Yolo County Archives).

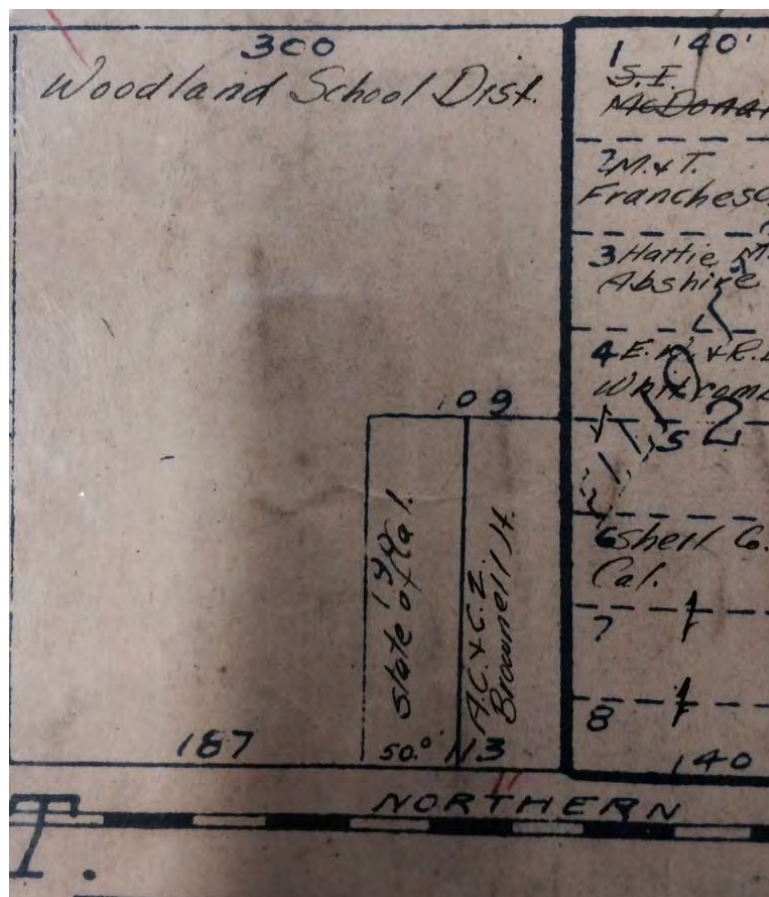


Figure 12: Assessor's Parcel Map, 1921, depicting lands owned by the Woodland School District, later transferred to the City as Freeman Park, the State of California parcel being the site of the DMV/Highway Patrol Office, and the parcel owned by A.C. and C.Z. Brownell, where the Budget Inn, formerly the Gray Motel, was built (Courtesy Yolo County Archives).

On February 7, 1921 a petition signed by some one hundred persons was presented to the City Council to acquire and maintain a city park on "the old Grammar School Property," and the Council appointed a committee to investigate the matter to acquire the school property for park purposes. On October 3, 1921 the Council committee reported that the school trustees agreed to lease the school lot to the City until the property was needed for a school building.¹⁴

On December 19, 1921 the Council authorized arrangements for a supply of water to the City Park on Main Street, between Fourth and Sixth Streets. On February 20, 1922 the City Council directed the City Engineer to prepare plans and specifications for grading and fixing a tennis court on the Main Street Park, which included hauling crushed rock from nearby quarries. The rock was shipped to the park via the nearby railroad.¹⁵ During

¹⁴ Ann Siprelle and Steven Ingram. Law Offices of Best, Best & Krieger, LLP. Closed Session Memorandum. March 18, 2004; *Woodland Daily Democrat*, August 30, 1922.

¹⁵ Ibid.

February existing trees perhaps associated with the old school were removed in order to replant the site.¹⁶

In January 1923, the city announced it planned to start construction on a wading pool for the children at the park.¹⁷ On July 6, 1923 the City Council approved Resolution #442, approving a lease agreement with the Woodland School District Board of Trustees to lease the property for a term of twenty (20) years for the purpose of maintaining a public park thereon. On August 20, 1923 the Council awarded a bid to J. A. Gould for \$1,885 to construct a restroom at the park.¹⁸

By 1925 a new municipal park was built at the site of the early grammar school known as the "brick school" (1871-1916). The board of trustees named it Freeman Park to honor Woodland's Founder, Frank S. Freeman. W. E. Robinson, the newly appointed gardener for the park, began work on the beautification of the park, in accordance with plans of the City Engineer, A. G. Proctor. The plans included flower plots and numerous paths.¹⁹

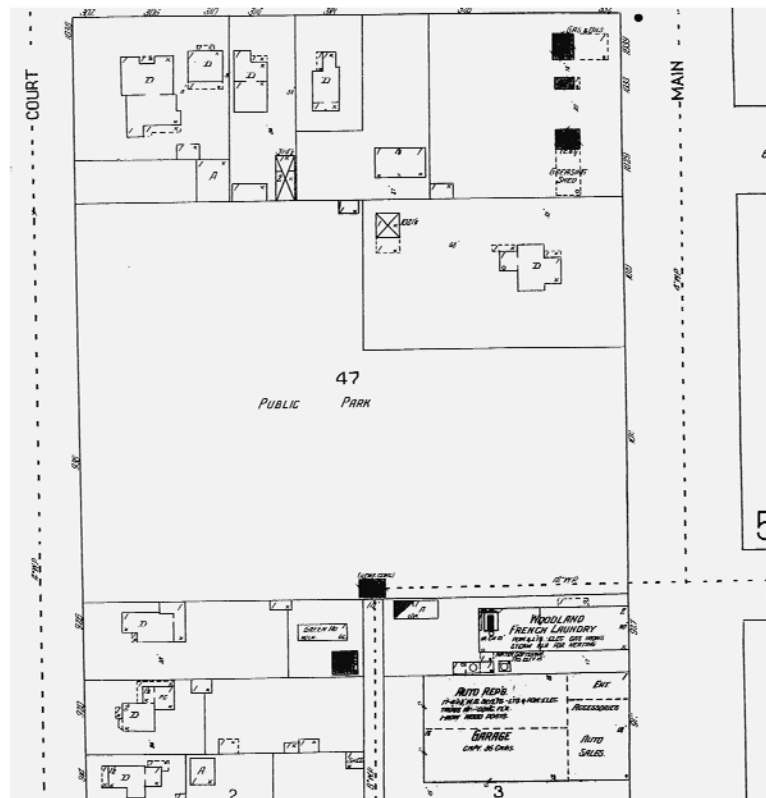


Figure 13: Sanborn Fire Insurance Map, Woodland, CA (Sheet 4) November 1926.

¹⁶Woodland Daily Democrat, February 24, 1922.

¹⁷Woodland Daily Democrat, January 27, 1923.

¹⁸Ibid.

¹⁹Woodland Daily Democrat. "Beautification of Woodland is Started." Woodland, California. March 17, 1925.

Freeman Park reflects a general movement in the United States referred to as "City Beautiful Movement." The 1890s and early years of the twentieth century were a turning point in American society. The economic system struggled to define itself and Americans through the language of consumption; social unrest and violence, results of economic depressions, disgust with corruption in government, and overcrowded urban centers erupted periodically throughout the era; and the agrarian way of life, so familiar and fundamental to American thought and self-image, was passing away into a nostalgic past. Historian Harold Faulkner observes that Americans witnessed the passing of the frontier and the rise of the United States to a position of world power and responsibility which was to make any return to her old isolation increasingly difficult, if not impossible. Old issues were dead or dying; sectional tension was no longer a force of much importance in politics, and efforts to revive it proved unavailing. Most important of all, the triumph of industry over agriculture was now assured. The Industrial Revolution, if not completed, had gone so far as to make turning back to the ways of a simpler agrarian society out of the question.²⁰

Life had come to be lived, for many, in the city. Not only had population increased during the period 1860 to 1910 from 31.4 million to 91.9 million, but the percentage of Americans living in cities increased as well - by 1910, 46% lived in cities with populations of over 2,500.²¹ With population centering on urban areas, the questions of the city - crime, poverty, urban blight, and civic idealism - all came to the fore near the turn of the century.

The real consumers of the city's goods were not its residents; increasingly, with the advent of improved transportation and roadways, the middle and upper-middle class retreated from the cities into the suburbs, leaving the less well-to-do and the downright poverty-stricken to the quickly decaying urban center. The upper classes traveled into the city to attend to their business, consume the leisure activities contained therein, and the return to their comfortable and beautiful suburban homes. What they left behind in the cities is the subject of numerous Progressive reform movements throughout the period.

The reformers were concerned less with the poor of the cities than with their own fear of these growing urban masses. Their concern can be understood in the context of the social upheaval centered on the city during the Gilded Age, beginning with Chicago's Haymarket Riot of 1886 and followed by labor unrest just prior and just after the beginning of the 1893 depression - the Homestead strike of 1892 and the Pullman strike of 1894. The depression starting in 1893 lasted until 1897, its pain, division, and violence a memory fresh in the minds of Americans.

The reformers of urban America were generally middle and upper-middle class, whose concern was with the potential violence of those left in the cities. The lower classes these activists were attempting to control were living in squalid and significantly unhealthy

²⁰American Studies at the University of Virginia Website. "The City Beautiful Movement." <http://xroads.virginia.edu/~cap/citybeautiful/city.html>. Accessed September 2015.

²¹Hines, Thomas S. "The Imperial Mall: The City Beautiful Movement and the Washington Plan of 1901-02." in *The Mall in Washington, 1791-1991*. Washington: National Gallery of Art, 1991:81.

conditions. The squalor and hopelessness of city life for immigrants and the poor throughout the country has been recounted numerous times by writers such as Theodore Dreiser, Stephen Crane, Riis, and Frank Norris. The middle and upper-class reformers who sought to remedy this situation did so, for the most part, out of their own fear. They had to make the assumption that the poverty-stricken were somehow morally, and by extension civically, deficient, a point of view quite in vogue at the time, with the continuing popularity of Darwin's theories of survival of the fittest and Spenser's translation of these ideas into the social realm.²²

The most visible expression of this belief in the creation of moral and civic virtue in the urban population was created by the reformers of the City Beautiful movement. The movement was conceived as explicitly reform-minded; Daniel Burnham, a leading proponent of the movement, linked their efforts with Progressivism. A reform "of the landscape, he suggested, [would] complement the burgeoning reforms in other areas of society."²³ While other reformers concentrated on improving sanitary conditions or opening missions, the City Beautiful leaders (upper-middle class, white, male), believed the emphasis should be on creating a beautiful city, which would in turn inspire its inhabitants to moral and civic virtue. "The reform movement in America, which had largely been concerned with corruption in local government, exploitation of the laboring classes by big business, improvement in housing conditions in large cities, and other social causes, quickly embraced the concept of the city beautiful as an American goal."²⁴

Generally stated, the City Beautiful advocates sought to improve their city through beautification, which would have a number of effects: social ills would be swept away, as the beauty of the city would inspire civic loyalty and moral rectitude in the impoverished; American cities would be brought to cultural parity with their European competitors through the use of the European Beaux-Arts idiom; and a more inviting city center still would not bring the upper classes back to live, but certainly to work and spend money, in the urban areas. The premise of the movement was the idea that beauty could be an effective social control device.

Based on their fear, and a sincere sense of responsibility to improve the lives of the inner city poor, the City Beautiful reformers believed that "civic loyalty itself ... [could] provide the foundation stone" for a harmonious urban moral order.²⁵ Important as beauty was for itself, its role in environmental conditioning was never far from the minds of civic center advocates. The civic center's beauty would reflect the souls of the city's inhabitants, inducing order, calm, and propriety. Furthermore, the citizen's presence in the center, together with other citizens, would strengthen pride in the city and awaken a sense of community with fellow urban dwellers.²⁶

²² Boyer, Paul S. *Urban Masses and Moral Order in America, 1820-1920*. Cambridge: Harvard University Press, 1978, vii.

²³ Hines, 95.

²⁴ Riis, Jacob A. *How the Other Half Lives*. New York: Charles Scribner's Sons, 1890:195.

²⁵ Boyer, 252.

²⁶ Wilson, William H. *The City Beautiful Movement*. Baltimore: Johns Hopkins University Press, 1989:92.

The idiom the City Beautiful leaders used in their ideal civic center was the Beaux-Arts style, named for the famous Ecole des Beaux-Arts in Paris, which instructed artists and architects in the necessity of order, dignity, and harmony in their work. The first expression of this monumental style in the United States was found at the World's Columbian Exposition of 1893. The shimmering "White City," as the fair came to be known during that summer in Chicago, was a tour de force of early city planning and architectural cohesion. In the grand Court of Honor, architects, brought in from the East by Director of Construction Daniel H. Burnham of Chicago, put their Beaux-Arts training to use in the monumental and vaguely classical buildings, all of uniform cornice height, all decorated roughly the same, and all painted bright white.

Not only was the White City dignified and monumental, it was also well-run: there was no poverty and no crime, there were state-of-the-art sanitation and transportation systems, and the Columbian Guard kept everyone happily in their place. In contrast to the grey urban sprawl and blight of Chicago and other American cities, this seemed a utopia. The fair set American taste in architecture for at least the next 15 years, although some argue that its influence extends even farther into the twentieth century. The Beaux-Arts style was considered dignified and beautiful, and Americans embraced the order the style provided during a period of great disharmony and disorder in their country. The fair also introduced the concept of a monumental core or civic center, an arrangement of buildings intended to inspire in their beauty and harmony, as well as the beginnings of comprehensive city planning, although in many cases the city planning was directly only at the monumental core and public parks, rather than addressing zoning issues or affordable housing.

Freeman Park, although dedicated as a city park in 1921, remained marginally developed until the 1930s. On January 16, 1936, the *Woodland Democrat* reported that "work had started on the new park for the city." The notation in newspaper read:

Hopeful they will be given a break by the weatherman, a crew of WPA laborers was at work Thursday morning landscaping the old city dump at the east end of Court Street which is being made into a three-acre park. The ground will be leveled before the planting of shrubs and trees takes place. Much interest is being shown in the proposed target range which will occupy part of the park.²⁷

²⁷ *Woodland Daily Democrat*, January 16, 1936:1.



Figure 14: Photograph of Freeman Park, circa 1940, with WPA landscaping (Courtesy Yolo County Archives).

Based upon a historic photograph (Figure 14), probably taken in the 1940s, Freeman Park had been improved by the Works Project Administration (WPA) with sidewalks, fluted lamp standards, a raised promenade with a fountain, a drinking fountain, concrete seating areas, and various shrubs and trees. The overall impression is a "Neo-Classical" inspired landscape popular during the 1920s-1930s.

The centrally located raised concrete promenade has been replaced with a gazebo in 2001, and the other improvements, such as the drinking fountain and concrete benches, were removed as part of the most recent park improvement project. Figures 15 and 16 illustrate the dramatic change in the landscape design of the park between 1937 and 2015. Based upon the two aerial images, all of the WPA landscape features have been removed from the park and replaced with a rectilinear design that includes lawns, newer walkways, a gazebo, and restrooms. The planting pattern and tree canopy in the 1930s photograph (Figure 15) does not appear to represent the trees in the park today (Figure 16), which include predominantly cedar and sycamore trees.



Figure 15: Aerial Photograph of Freeman Park, 1937, with the completed WPA landscape design (courtesy U.C. Davis Map Library).



Figure 16: Aerial Photograph of Freeman Park, 2015 (Google Earth)

The Trustees of the Woodland School District leased the Freeman Park property to the City of Woodland from 1923 until at least 1943. On July 28, 2004 the Woodland Joint Unified School District quitclaimed to the City of Woodland all interest in the following described property, identified as Assessor Parcel Number 005-645-10:

Parcel One:

A part of Block #5, as shown by plat of said town on file and of record, in the Recorders Office of our county, being a part of the land conveyed by William B. Emery and Lucy Emery to J. J. Deming on the 1st day of October 1862, recorded in Book "Y" of Deeds on pages 180 & 181, which record is referred to for a more full description of the land hereby conveyed.

Commencing at the southeast corner of the said tract as the southwest corner of a tract owned by James M. Martin; running thence north four hundred and thirty-five feet; thence west one hundred and ninety-five feet; thence south four hundred and thirty-five feet; thence east one hundred and ninety-five feet to the place of beginning.

Parcel Two:

Commencing at a point in the center of Court Street in said town of Woodland at the southwest corner of land, owned and occupied by J. Chandler; running thence south two hundred thirty (230) feet; thence west one hundred seven (107) feet; thence north two hundred thirty (230) feet to the center of said Court Street; thence east along the center of said Court Street one hundred and seven (107) feet to the place of beginning. The same being a part of the land described in the deed of F. S. Bruman to M. Burber, recorded in Book "F" of Deeds, Page 582 records of said Yolo County.²⁸

As previously noted, today Freeman Park retains its historic configuration, however, the original and later WPA landscape features no longer exist, replaced by a contemporary gazebo, restrooms, walkways. The trees and planting appear to date from the last 50 years.

3.5 California State DMV and Woodland Highway Patrol History

Just before the turn of the century a new mode of transportation was seen and heard on the California landscape. It made an enormous racket, like a rapidly popping string of firecrackers. It spewed smoke and stirred giant clouds of dust. It thrilled youngsters of the day and frightened animals. Some referred to it as a "horseless carriage." Others called it an "automobile." It was to have a more profound and greater impact upon the state than

²⁸ Yolo County Recorder's Office. Official Deeds, Book 38259, Page 1320. July 28, 2004.

any other single invention. It would eventually intrude into all California life, causing deep and lasting changes.

California's first half century of automobile legislation portrays a people striving to understand and to cope with their new motor car environment. Essentially, Californians were anxious to police motorists and protect themselves with a formidable barrier of "rules of the road." In 1901, California laws authorized cities and counties to license bicycles, tricycles, automobile carriages, carts, and similar wheeled vehicles. By 1905, this task was transferred to the Secretary of State for a more statewide and uniform vehicle registration system.

Owners paid a \$2 fee and were issued a circular tag that had to be conspicuously displayed in the vehicle. In addition, they had to display the license number on the rear of the vehicle in 3-inch-high black letters on a white background. Some owners also painted numbers on headlamp lenses. Vehicle registration prerequisites included satisfactory lamps, good brakes, and either a bell or a horn. The secretary of state handled vehicle registrations from 1905 until 1913, when the legislature gave the task to the state treasurer. At the same time, the Engineering Department (predecessor of the Department of Public Works and forerunner of today's Department of Transportation) became custodian of vehicle records.

The first Department of Motor Vehicles in California was created in 1915 with enactment of Senator E.S. Birdsall's "Vehicle Act of 1915." Vehicle registrations that year had climbed to 191,000. In 1921, the powers and duties of the Department of Motor Vehicles (DMV) were transferred to the Division of Motor Vehicles, part of the newly created Department of Finance. The move reflected recognition of the division's revenue producing status. In 1931, the DMV became a stand-alone state department and has remained in this status to the present day.²⁹

On August 14, 1929, the California Highway Patrol (CHP) was created through an act of the Legislature. The new law gave Statewide authority to the Highway Patrol to enforce traffic laws on county and State highways - a responsibility which remains in effect today, along with many additional functions undreamed of in 1929. The primary mission of the California Highway Patrol is "the management and regulation of traffic to achieve safe, lawful, and efficient use of the highway transportation system." As a major statewide law enforcement agency, the secondary mission of the Department is to assist in emergencies exceeding local capabilities. The CHP also provides disaster and lifesaving assistance. In 1930, the CHP established its first academy training class at the old State Fairgrounds in Sacramento.

During its first ten years, the CHP successfully grew into a highly respected, effective traffic safety force of 730 uniformed personnel. After World War II, the legislature decided to consolidate and reorganize the Patrol's enforcement and administrative responsibilities. In October 1947, the Department of the California Highway Patrol was

²⁹ State of California. "CA Department of Motor Vehicles History."
<https://www.dmv.ca.gov/portal/dmv/detail/about/profile/history>. Accessed September 2015.

established and the position of commissioner was created to head the new Department. The span of enforcement responsibility has expanded dramatically and the CHP has continued to grow and change. Today's responsibilities include truck and bus inspections, air operations (both airplanes and helicopters) and vehicle theft investigation and prevention. The 1995 merger with the California State Police also increased the areas of responsibility to include protection of state property and employees, the Governor, and other dignitaries.³⁰

The founding of the California Highway Patrol really was an evolution more than a birth – one that started in 1911 with the hiring of the first rural traffic officer by San Mateo County. It was formalized in 1929 with the passage of a bill to create a formal Highway Patrol to be part of the Division of Motor Vehicles, and continued through 1947, when it earned the status of separate department. Despite that, the obvious key date is August 14, 1929. That is when Senate Bill 869, which had been signed into law by then Governor C.C. Young, became a law that created a statewide rural traffic force. Only 280 men comprised the initial patrol. The impetus for organizing came in 1915, when the first statewide traffic laws were printed in pamphlet form.

Most counties hired officers to enforce these laws. By 1917, four inspectors were visiting counties to train local officers – an effort that was not often received cordially. The system was disrupted in 1923, when the state Supreme Court ruled it was illegal for counties to appoint traffic officers and pay them from county treasuries. So the state legislature created a program of dual control, in which the state appointed and paid officers from lists submitted by county supervisors. However, since those officers were still controlled by counties, there was little uniformity of approach to problems.

Meanwhile, by 1925 the vehicle registration had grown to almost half a million. In 1927, the state Senate appointed an interim committee to study the issues. The result was the formation of the patrol in 1929. That didn't entirely solve the dilemma, unfortunately. A few county boards – most notably Los Angeles county – elected to maintain separate traffic squads. It finally became a truly statewide entity when the Los Angeles Motor Patrol was absorbed on July 1, 1932. The final piece of the puzzle came on October 1, 1947, when the Department of California Highway Patrol was created – to be headed by a commissioner appointed by the governor.³¹

³⁰ California Highway Patrol Website. "History of the California Highway Patrol." <https://www.chp.ca.gov/home/about-us/the-history-of-the-california-highway-patrol>, Accessed September 2015.

³¹ Spike Helmick. "Formation of the California Highway Patrol." <http://www.spike-helmick.com/Highway-Patrol-/>, Accessed September 2015.

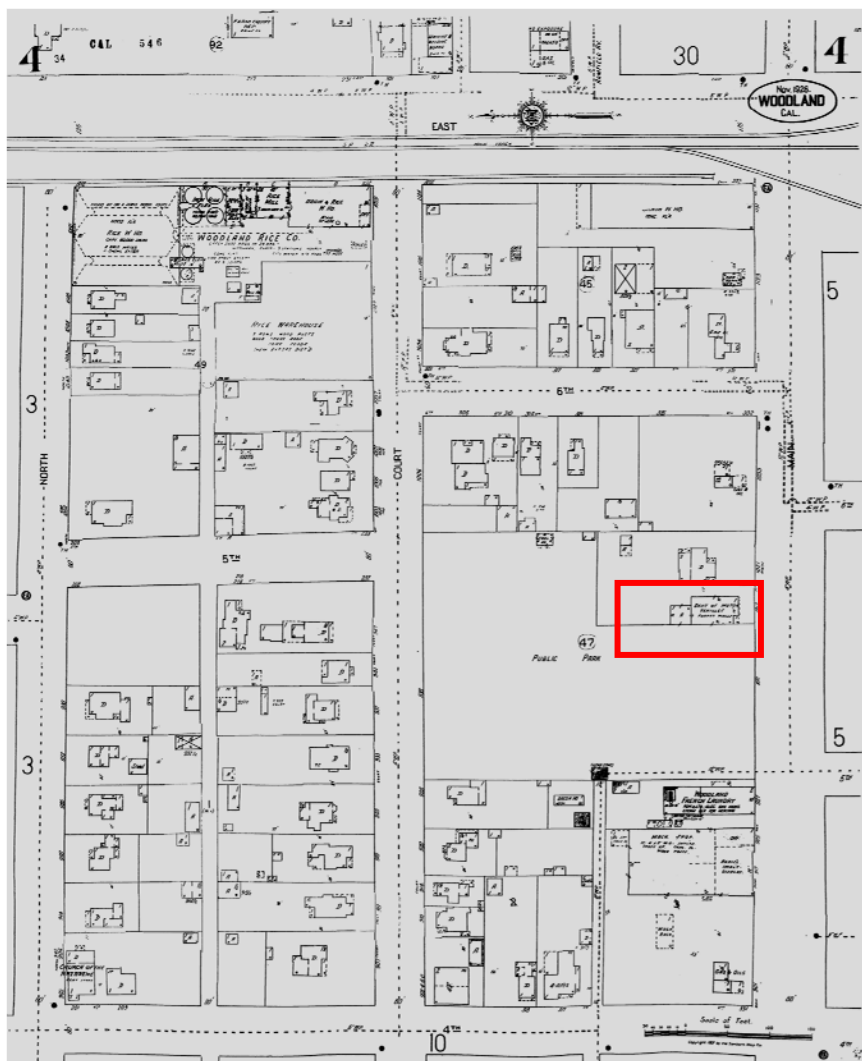


Figure 17: Sanborn Fire Insurance Map, Woodland, CA (Sheet 4) November 1926-revised July 1949. The DMV/Highway Patrol Office is highlighted in red. Note the original office configuration included a single-car garage in the rear.

Equally important as the functionality of the DMV and California Highway Patrol were the architects who designed the wide variety of state-owned buildings. One in particular deserves special recognition - Alfred W. Eichler. Born in Missouri on September 7, 1895, Eichler spent most of his childhood in San Francisco. He studied at the Ecole des Beaux Arts Institute of Design in Paris, France. Out of school in 1924, Eichler partnered with architect Everett Radcliff Harman to form Harman and Eichler, Architects in Los Angeles, California. A year later, in 1925, Eichler began to work for the California Department of Public Works in the Division of Architecture. By 1949, he was promoted to a supervising architect. He retired in 1963. Alfred W. Eichler died on November 27, 1977, at the age of 82.³²

³² Online Archives of California Website. "Finding Aid for the Alfred Eichler Papers, circa 1914-circa 1963." http://www.oac.cdlib.org/findaid/ark:/13030/c8cv4grq/entire_text/, Accessed September 2015.

During his employment with the State of California, Eichler designed hundreds of buildings, as well as bridges. His designs varied from one project to another, including Modern, Art Deco, Spanish Revival or Mediterranean, and Classical. He was particularly active during the Great Depression of the 1930s working with WPA staff architects. In 1935, Eichler designed 1017 Main Street, the Woodland Department of Motor Vehicles Office (Figure 18).

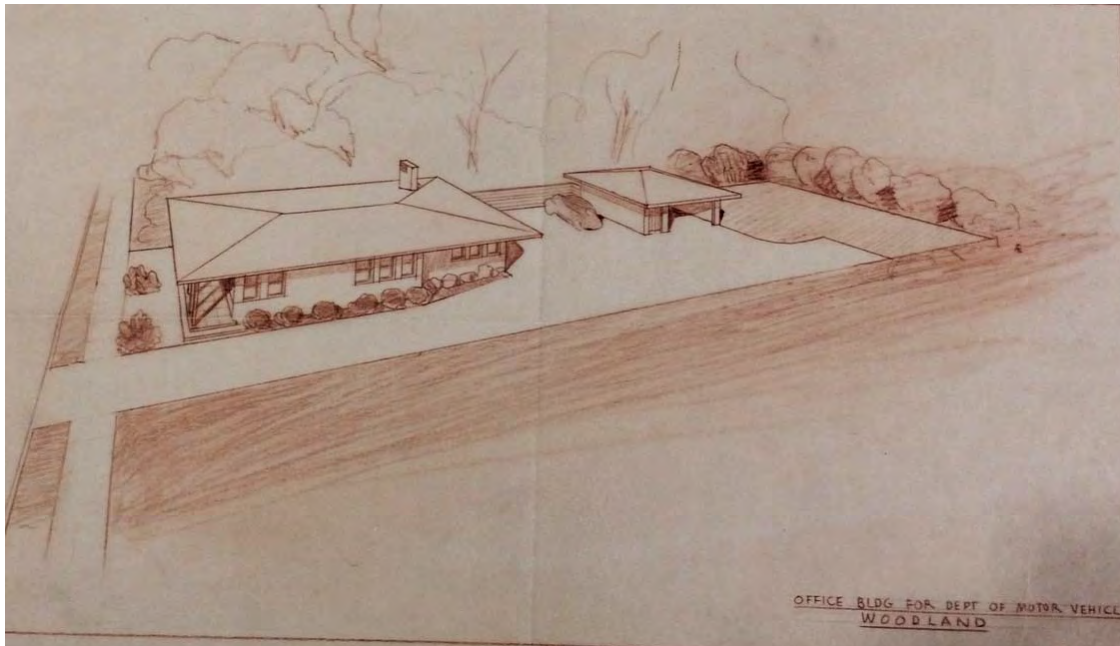


Figure 18: Eichler design for the Woodland DMV Office, 1935 (Courtesy California State Archives, Dept. of Public Works, Division of Architecture, Design Section, F3274.206).

The rendering of the DMV office carried out by Eichler in 1935 does not entirely represent the building that was ultimately built in Woodland. The main difference appears to be that the front facade does not have such a prominent roofline extending towards Main Street, creating a veranda. Also, the rear garage was either never built or incorporated into the late carports.

Another building that bears a striking resemblance to the DMV Office at 1017 Main Street in Woodland was the Marysville DMV office, designed by Eichler in 1936 (Figure 19). The Marysville DMV and Highway Patrol Office exhibited a similar massing and arrangement of doors and windows as the Woodland DMV and Highway Patrol Office. Both buildings had a single garage in the rear.



Figure 19: Eichler design for the Marysville DMV and Highway Patrol Office, 1936 (Courtesy California State Archives, Dept. of Public Works, Division of Architecture, Design Section, F3274.206).

Figures 20 and 21 depict two of Eichler's more elaborate designs for DMV and Highway Patrol Offices in the mid-1930s.

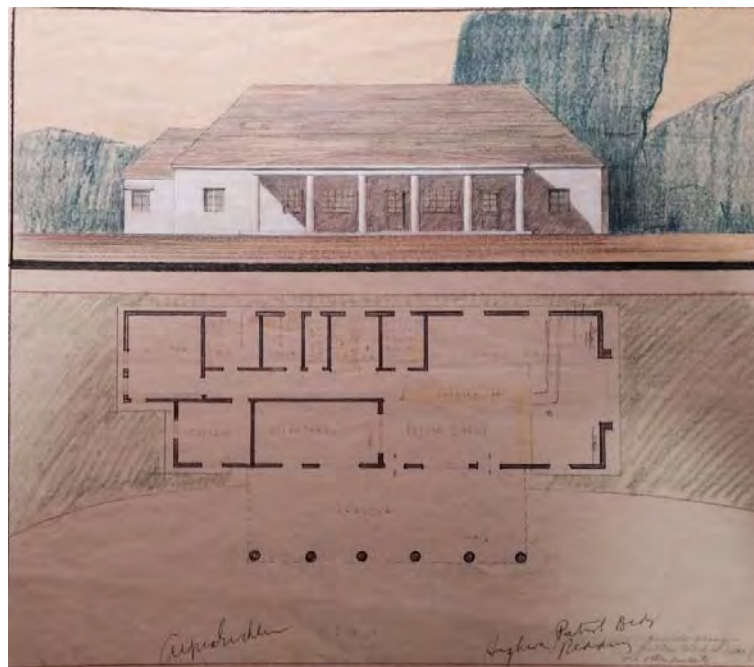


Figure 20: Eichler design for the Redding Highway Patrol Office, 1936 (Courtesy California State Archives, Dept. of Public Works, Division of Architecture, Design Section).



Figure 21: Eichler design for the Pasadena Highway Patrol Office, 1936
(Courtesy California State Archives, Dept. of Public Works,
Division of Architecture, Design Section).

Both the Woodland and Marysville DMV/Highway Patrol offices were built during the Great Depression, a period of time when the state incurred budget shortfalls and funding was tempered by the location and function of the building. Certainly the Woodland and Marysville offices were designed largely for their function and minimal cost to construct. Exterior walls and fenestration were plain, lacking any ornamentation or unique architectural features.

With the 1931 stand-alone status of the DMV as a formal department, new offices were planned for various cities throughout California. Architectural designs were prepared under the auspices of the California State Architect's office, and through funds secured through appropriations for each fiscal year. The Stockton DMV office bears a strong resemblance to the Woodland office.



Figure 22: Former DMV office, 411 N. Hunter Street, Stockton, CA.



Figure 23: Art Moderne DMV and Highway Patrol Office, San Rafael, CA, during the flood of 1945.



Figure 24: 1960s Era Modernist DMV Office, Pasadena, CA.

The functionality or usefulness of the Woodland office gradually declined after World War II, largely due to the increase of people driving automobiles in California, increased demand for licenses, and the centralization of the California Highway Patrol in Sacramento. On April 1, 1974 the State of California, through the acting Director of General Services, quitclaimed to the City of Woodland the following described property in Woodland, Yolo County, California:

Commencing at a point in the north line of Main Street, said point being located 63.5 feet west of the southwest corner of Block 2 of Elliot's Eastern Addition to the City of Woodland; thence west along the north line of Main Street 50 feet, more or less, to the southeast corner of a tract of land now or formerly owned by Woodland School District; thence north along the east line of the land of the Woodland School District 200.05 feet to a tract of land now or formerly owned by Woodland School District; thence along said line east and parallel to the north line of Main Street, 50 feet to a point; thence south 200.05 feet, more or less, to the point of commencement.³³

The conveyance was subject to the express condition that the real property conveyed be used only for park and recreation purposes for a period of twenty-five years. The property conveyed was the southeast corner of the land at Freeman Park located at 1017 Main Street. As result of the conveyance, the former Woodland DMV/Highway Patrol office would be adapted in the 1970s to serve the City of Woodland as the Woodland Toy Library over the past four decades.

³³ Yolo County Recorder's Office. Official Deeds, Book 1101, Page 295-296. April 1, 1974.

4.0 REGULATORY FRAMEWORK

4.1 NRHP Criteria

Criterion A: Event

Properties can be eligible for the National Register if they are associated with events that have made a significant contribution to the broad patterns of our history.

Criterion B: Person

Properties may be eligible for the National Register if they are associated with the lives of persons significant in our past.

Criterion C: Design/Construction

Properties may be eligible for the National Register if they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.

Criterion D: Information Potential

Properties may be eligible for the National Register if they have yielded, or may be likely to yield, information important in prehistory or history. As the National Register points out, “when evaluated within its historic context, a property must be shown to be significant for one or more of the four Criteria for Evaluation - A, B, C, or D.” The rationale for judging a property's significance and, ultimately, its eligibility under the Criteria is its historic context and integrity. The use of historic context allows a property to be properly evaluated in a variety of ways. The key to determining whether the characteristics or associations of a particular property are significant is to consider the property within its proper historic context.³⁴

4.2 CEQA and CRHR Criteria

The regulatory framework for this historic resource study and the evaluation lies within the guidelines imposed for the California Environmental Quality Act (CEQA) and the California Register of Historic Resources (CRHR) under Public Resources Code section 5024.1. CEQA guidelines define a significant cultural resource as “a resource listed in or eligible for listing on the CRHR. A historical resource may be eligible for inclusion in the CRHR if it:

1. Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;

³⁴ USDI, National Park Service. National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation, n.d.

2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important to prehistory or history.

Even if a resource is not listed in, or determined eligible for listing in, the CRHR, the lead agency may consider the resource to be an “historical resource” for the purposes of CEQA provided that the lead agency determination is supported by substantial evidence (CEQA Guidelines 14 CCR 15064.5).

According to the state guidelines, a project with an effect that may cause a substantial adverse change in the significance of a historical resource or a unique archaeological resource is a project that may have a significant effect on the environment (14 CCR 15064.5[b]). CEQA further states that a substantial adverse change in the significance of a resource means the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired. Actions that would materially impair the significance of a historical resource are any actions that would demolish or adversely alter those physical characteristics of a historical resource that convey its significance and qualify it for inclusion in the CRHR or in a local register or survey that meet the requirements of PRC 5020.1(k) and 5024.1(g).

4.3 City of Woodland Standards for Historic Designation

In addition, the City of Woodland Sec. 12A-3-1. Standards for designation of historical landmarks, historical districts, and historical resources was taken into consideration. The standard is as follows:

(a) A building, structure, object, or particular place may be designated for preservation as a landmark if it meets one or more of the following criteria:

(1) Historical Importance. The building, structure, object, particular place, vegetation or geology, has character, interest of value, as part of the development, heritage or cultural characteristics of the city, state or nation; or is the site of an historic event with an effect upon society; or is identified with a person or group of persons who had some influence on society; or exemplifies the cultural, political, economic, social or historic heritage of the community.

(2) Architectural Importance. The building, structure, object, or particular place exemplifies the environment of a group of people in an era of history characterized by distinctive architectural style; or embodies those distinguishing characteristics of an architectural type specimen; or is the work of an architect or master builder whose individual work has influenced the development of the area; or contains elements of

architectural design, detail, materials or craftsmanship which represent a significant innovation.

(b) An area may be designated as an historical district which it includes at least two designated historical landmarks in such proximity that they create a setting historically or culturally significant to the local community, the state, or the nation, sufficiently distinguishable from other areas of the city to warrant preservation by such means. Such districts may include structures and sites that individually do not meet criteria for landmark status but which geographically and visually are located so as to be part of the setting in which the other structures are viewed.

(c) The city council shall approve and maintain a historical resources list. A building, structure, or object may be included on the list as a historical resource if, in the determination of the city council, it satisfies the historical preservation commission's historical resources inventory study list evaluation criteria. (Ord. No. 1004, § 2 (part); Ord. No. 1310, § 3 (part).)

5.0 INTEGRITY CRITERIA

Determining the significance of 1001 and 1017 Main Street is predicated on the property retaining a sufficient level of integrity in order to convey its historic significance. Integrity is defined by the National Park Service as follows:

Location

Location is the place where the historic property was constructed or the place where the historic event occurred. The relationship between the property and its location is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved.

Design

Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property (or its significant alteration) and applies to activities as diverse as community planning, engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials. A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing; and arrangement and type of plantings in a designed landscape. Design can also apply to districts, whether they are important primarily for historic association, architectural value, information potential,

or a combination thereof. For districts significant primarily for historic association or architectural value, design concerns more than just the individual buildings or structures located within the boundaries. It also applies to the way in which buildings, sites, or structures are related: for example, spatial relationships between major features; visual rhythms in a streetscape or landscape plantings; the layout and materials of walkways and roads; and the relationship of other features, such as statues, water fountains, and archeological sites.

Setting

Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the *character* of the place in which the property played its historical role. It involves *how*, not just *where*, the property is situated and its relationship to surrounding features and open space.

Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences.

The physical features that constitute the setting of a historic property can be either natural or manmade, including such elements as:

- Topographic features (a gorge or the crest of a hill);
- Vegetation;
- Simple manmade features (paths or fences); and
- Relationships between buildings and other features or open space.

These features and their relationships should be examined not only within the exact boundaries of the property, but also between the property and its *surroundings*. This is particularly important for districts.

Materials

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveal the preferences of those who created the property and indicate the availability of particular types of materials and technologies. Indigenous materials are often the focus of regional building traditions and thereby help define an area's sense of time and place.

A property must retain the key exterior materials dating from the period of its historic significance. If the property has been rehabilitated, the historic materials and significant features must have been preserved. The property must also be an actual historic resource, not a recreation; a recent structure fabricated to look historic is not eligible. Likewise, a

property whose historic features and materials have been lost and then reconstructed is usually not eligible (refer to Criteria Consideration E in Part VII: *How to Apply the Criteria Considerations* for the conditions under which a reconstructed property can be eligible.)

Workmanship

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques. Workmanship is important because it can furnish evidence of the technology of a craft, illustrate the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery.

Feeling

Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate the feeling of agricultural life in the 19th century. A grouping of prehistoric petroglyphs, unmarred by graffiti and intrusions and located on its original isolated bluff, can evoke a sense of tribal spiritual life.

Association

Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield whose natural and manmade elements have remained intact since the 18th century will retain its quality of association with the battle. Because feeling and association depend on individual perceptions, their retention *alone* is never sufficient to support eligibility of a property for the National Register.

6.0 DETERMINATION OF INTEGRITY AND ELIGIBILITY

Location - Both Freeman Park (1001 Main Street) and the former DMV/Highway Patrol Office (1017 Main Street) retain their original location.

Design - The design of Freeman Park has been altered by the removal of virtually all of its original landscape design elements, including those installed by the WPA in the 1930s. The DMV/Highway Patrol Office has largely retained its original design with the exception of additions to the original structure in the rear, which included adding carports after 1950.

Setting - The setting of Freeman Park has been altered through physical changes to the original park including new trees, lawns, etc. During the 1950s a motel was built on the site of the nineteenth century residence east of the DMV/Highway Patrol Office, altering the original setting, which once had a much larger setback to the east.

Materials - The majority of the original materials associated with the 1920s through the 1930s at Freeman Park no longer exist. With the exception of the addition to the rear of the former DMV/Highway Patrol Office, most of its original materials still remain.

Workmanship - The original workmanship of Freeman Park has been compromised by contemporary re-design and development of the park, including a gazebo and restrooms. The workmanship of the former DMV/Highway Patrol Office remains largely intact.

Feeling - The feeling of Freeman Park is diminished, due to the loss of the original park design and WPA features. The overall feeling of the former DMV/Highway Patrol Office is relatively good.

Association - The association of Freeman Park remains relatively good in that it still serves as a public park. The association of the former DMV/Highway Patrol Office is diminished, due to its abandonment as a state office and later uses as a toy library.

7.0 EVALUATION CRITERIA

Is Freeman Park (1001 Main Street) eligible for the NRHP? No.

Under NRHP Criterion A, Freeman Park played an important role in the cultural and recreational history of Woodland. Under NRHP Criterion B, the park is associated with the Freemans, a pioneer Woodland family who reportedly donated some of the land that became the park. Under Criterion C, other than the configuration of the park, the historic landscape design and furniture built by the WPA no longer exist. Under NRHP Criterion D, there is some evidence that the park site was once part of the Woodland City Dump. However, it is likely that the refuse was removed prior to the development of the park and prior to construction of the school. Because the park lacks integrity of design, workmanship, materials, association, and, to some degree, feeling, the property does not appear to be eligible for the NRHP under any of the criteria.

Is Freeman Park (1001 Main Street) eligible for CEQA and the CRHR? No.

Under CRHR Criterion 1, Freeman Park played an important role in the cultural and recreational history of Woodland. Under CRHR Criterion 2, the park is associated with the Freemans, a pioneer Woodland family who reportedly donated some of the land that became the park. Under CRHR 3, other than the configuration of the park, the historic landscape design and furniture built by the WPA no longer exist. Under CRHR Criterion 4, there is some evidence that the park site was once part of the Woodland City Dump. However, it is likely that the refuse was removed prior to the development of the park and prior to construction of the school. Because the park lacks integrity of design, workmanship, materials, association, and, to some degree, feeling, the property does not appear to be eligible for the CRHR under any of the criteria.

Is Freeman Park (1001 Main Street) a significant resource per the City of Woodland Sec. 12A-3-1-Standards for designation of historical landmarks, historical districts and historical resources? No.

In order for any historical property to be designated, it must retain adequate integrity to convey its significance. Unfortunately, while Freeman Park has commemorative importance, being associated with the Freeman family, it no longer retains adequate integrity in order to convey its historic significance as a "historic park." One of the most important aspects of the park is its association with the WPA during the 1930s. Prior to that time, the park was developed, but not to its full potential nor with a specific design in mind. The WPA changed that with a central promenade and fountain, concrete walls with Neo-Classic balustrades, walkways, a drinking fountain, and the planting of trees, shrubs, and lawns. While the trees and lawns are consistent with the original concept, the design elements of the WPA no longer exist. Instead the park includes a centrally located gazebo installed where the WPA fountain once sat and a restroom. During the past few decades contemporary infill has occurred around the park, including in the past year the completion of the new County Courthouse across the street. Therefore, the park does not appear to warrant historic designation as a landmark, individual property, or historic district.

Is the former DMV/Highway Patrol Office (1017 Main Street) eligible for the NRHP? No.

1017 Main Street represents a very austere former state-owned office used by the DMV/Highway Patrol from 1936-37 through the 1960s. The building was designed by a prolific California State Architect, Alfred W. Eichler. Because Eichler's career with the state lasted for almost five decades, he was instrumental in designing hundreds of buildings in the state, many of which still remain. With exception of some modest door replacements and a large rear addition (carport), the building retains good integrity. Under NRHP Criterion A, the DMV/Highway Patrol office played an important role in the acquisition of drivers licenses and car registration and served as a branch office for the highway patrol. This association, however, is not well represented in any documentation, which suggests its value to the public was no lesser or greater than other

similar offices covering the state, with the main office in Sacramento. The value of the office appears to have diminished after World War II, due to proliferation of automobilists and the size of the office. The centralization of the highway patrol in Sacramento also led to the eventual abandonment of the office. Therefore, the DMV/Highway Patrol Offices does not appear to be significant under NRHP Criterion A. Under NRHP Criterion B, no documentation exists to connect the office to a person or persons of significance locally, regionally, or statewide. Under Criterion C, although the office was designed by Alfred A. Eichler, a renowned California architect, Eichler was responsible for numerous other office buildings of much more importance, both in their architectural design and function. He was also the designer of the historic Tower Bridge in Sacramento, which is listed on the NRHP. The architectural design of the building, principally a rectangular brick box, does not have important artistic merit or a high degree of workmanship. Therefore, the DMV/Highway Patrol Office does not appear to eligible for the NRHP under Criterion C. The subject property has no information or scientific data potential under NRHP Criterion D.

Is the former DMV/Highway Patrol Office (1017 Main Street) eligible for CEQA and the CRHR? No.

1017 Main Street represents a very austere former state-owned office used by the DMV/Highway Patrol from 1936-37 through the 1960s. The building was designed by a prolific California State Architect, Alfred W. Eichler. Because Eichler's career with the state last for almost five decades, he was instrumental in designing hundreds of buildings in the state, many of which still remain. With the exception of some modest door replacements and a large rear addition (carport), the building retains good integrity. Under NRHP Criterion A, the DMV/Highway Patrol office played an important role in the acquisition of drivers licenses and car registration and served as a branch office for the highway patrol. This association, however, is not well represented in any documentation, which suggests its value to the public was no lesser or greater than other similar offices covering the state, with the main office in Sacramento. The value of the office appears to have diminished after World War II, due to proliferation of automobilists and the size of the office. The centralization of the highway patrol in Sacramento also led to the eventual abandonment of the office. Therefore, the DMV/Highway Patrol Offices does not appear to be significant under CRHR Criterion 1. Under CRHR Criterion 2, no documentation exists to connect the office to a person or persons of significance locally, regionally, or statewide. Under CRHR Criterion 3, although the office was designed by Alfred A. Eichler, a renowned California architect, Eichler was responsible for numerous other office buildings of much more importance, both in their architectural design and function. He was also the designer of the historic Tower Bridge in Sacramento, which is listed on the CRHR and NRHP. The architectural design of the building, principally a rectangular brick box, does not have important artistic merit or a high degree of workmanship. Therefore, the DMV/Highway Patrol Office does not appear to eligible for the CRHR under Criterion 3. The subject property has no information or scientific data potential under CRHR Criterion 4.

Is the former DMV/Highway Patrol Office (1017 Main Street) a significant resource per the City of Woodland Sec. 12A-3-1- Standards for designation of historical landmarks, historical districts and historical resources? No.

In order for any historical property to be designated, it must retain adequate integrity to convey its significance. The former State DMV/Highway Patrol Office does retain good integrity. Built in 1936-37 and used as a state office through the 1960s, the building was designed by a prolific California State Architect, Alfred W. Eichler. Because Eichler's career with the state last for almost five decades, he was instrumental in designing hundreds of buildings in the state, many of which still remain. The DMV/Highway Patrol office played an important local role for citizens to obtain driver's licenses and register vehicles. For a time the building also served as a small branch office for the California Highway Patrol. This association, however, is not well represented in any documentation, which suggests its value to the public was no lesser or greater than other similar offices covering the state, with the main office in Sacramento. The value of the office appears to have diminished after World War II, due to proliferation of automobilists and the size of the office. The centralization of the highway patrol in Sacramento also led to the eventual abandonment of the office. The architectural design of the building, principally a rectangular brick box, does not have important artistic merit or a high degree of workmanship. Nor does the building represent a significant element to the local or county governmental history of Woodland, as does the historic County Courthouse. Therefore, the former DMV/Highway Patrol Office does not appear to warrant historic designation as a landmark, individual property, or historic district.

8.0 SIGNIFICANCE SUMMARY STATEMENT

Neither 1001 nor 1017 Main Street, Woodland, California warrant designation as significant historic resources under the NRHP, CRHR, as City of Woodland Landmark individual resources, or as part of a historic district.

9.0 PROFESSIONAL QUALIFICATIONS

Dana E. Supernowicz, principal of Historic Resource Associates, earned his M.A. degree in History at California State University, Sacramento in 1983, with an emphasis in California and Western United States history. Supernowicz has over 38 years of experience working in the field of cultural resources management for federal and state agencies, as well as 30 years in private consulting. He is a Registered Professional Archaeologist (RPA), has also served as president of the El Dorado County Historical Society, and is a member of the Society for California Archaeology, Oregon-California Trails Association, and the National Trust for Historic Preservation.

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Maps

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USGS 7.5' *Woodland, California* Topographic Quadrangle 1952, revised 1981.

PRIMARY RECORD

Primary #: _____
HRI # _____
Trinomial _____
NRHP Status Code: _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 1

*Resource Name or #: (Assigned by recorder) 1001 Main Street

P1. Other Identifier:

***P2. Location:** ☐ Not for Publication ☒ Unrestricted

***a. County:** Yolo

b. USGS 7.5' Quadrangle: Woodland, CA **Date:** 1952, revised 1981

c. Address: 1001 Main Street **City:** Woodland **Zip:** 95695

d. UTM: N/A

e. Other Locational Data (e.g., parcel #, directions to resource, elevation, etc., as appropriate): The subject property is a park located between Main and Court Street, and west of 6th Street and east of 4th Street. APN 005-645-10.

***P3a. Description:** Freeman Park is a owned and maintained by the City of Woodland. The park is bounded on the south by Main Street and on the north by Court Street. The park shares a common boundary with the Woodland Toy Library (1017 Main Street), located immediately to the east. To the west are commercial buildings. The park, which was originally developed in the early 1920s, and redesigned in 1936 by the Works Progress Administration (WPA), is located on a level parcel of land covering approximately 2 acres. Characteristics of the park include two rows of sycamore trees that front the park along Main Street and continue along the right edge of the lawn to the north, mature pine and cedar along the north central part of the park, a wooden gazebo in the center built in 2001, and a restroom on the right northern quadrant of the park also built in recent years. Other trees include flowering plum, as well as oaks near its outer border. The park also features an expansive lawn with rectilinear walkways or paths that provide access to different features in the park, including the gazebo and contemporary park benches. On the right side of the park between the park and the Woodland Toy Library is a small asphalt parking area. A second parking area paved with asphalt is located on the far northeast end of the park, behind the Woodland Toy Library and the restrooms. Viewing the park from the air, the current design includes three quadrants that are separated by large poured concrete walkways. The front quadrant closest to Main Street features mature trees and an expansive lawn; the center quadrant includes the gazebo and concrete benches; and the rear quadrant features a children's playground with benches and a paved asphalt basketball court that bumps up against a contemporary concrete block utility building surrounded by a steel fence.

***P3b. Resource Attributes:** HP9 - public utility building; HP29 - landscape architecture; HP30 - trees and vegetation

***P4. Resources Present:** ☒ Building ☒ Structure ☐ Object ☐ Site ☐ District ☐ Element of District

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



P5b. Description of Photo: View looking north within the park at the gazebo.

***P6. Date Constructed/Age and Sources:** ☒ Historic Constructed 1921-1923; 1936 (City of Woodland historic records; newspaper articles; historic photographs and maps).

***P7. Owner and Address:** City of Woodland, 300 First Street, Woodland, CA 95695.

***P8. Recorded by:** Dana E. Supernowicz, Architectural Historian, Historic Resource Associates, 2001 Sheffield Drive, El Dorado Hills, CA 95762.

***P9. Date Recorded:** September 2015.

***P10. Type of Survey:** ☒ Architectural

***P11. Report Citation:** Historical Resource Analysis Study of 1001 and 1017 Main Street, Woodland, Yolo County, California 95695. Prepared for the City of Woodland, 300 First Street, Woodland, CA 95695. Prepared by Historic Resource Associates, 2001 Sheffield Drive, El Dorado Hills, CA 95762. September 2015.

***Attachments:** Building, Structure, and Object Record, Photograph Record.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 1 of 21

*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

- B1. Historic Name:** Freeman Park
B2. Common Name:
B3. Original Use: School **B4. Present Use:** Park
***B5. Architectural Style:** City Park/Landscape Architecture
***B6. Construction History:** Based upon historic maps, photographs, deeds, and historic design drawings, Freeman Park was developed between 1921 and 1937. The original phase of development occurred between 1921 and 1923. In 1936, the Works Project Administration commenced a redesign of the parks landscaping. In the past two decades the park has again been redesigned, this time with a centrally located gazebo, walkways, trees, and restrooms.
***B7. Moved?** ☒ No ☐ Yes ☐ Unknown **Date:** N/A **Original Location:**
***B8. Related Features:** Freeman Park abuts the Woodland Toy Library (1017 Main Street) to the east and Main Street to the south.
B9a. Architect: Alfred W. Eichler **B9b. Builder:** Contracted through the State of California
***B10. Significance: Theme:** Landscape Architecture **Area:** Woodland
Period of Significance: 1921-1937 **Property Type:** City Park **Applicable Criteria:** A, B, C, and D

During the 1850s through the 1870s, Yolo County was a prosperous agricultural area of grain cultivation, particularly wheat. The railroad junction provided a natural shipping point and the availability of transportation led to the creation of processing and packaging plants that made shipping more efficient. In the winter of 1853, Henry Wyckoff settled in a dense grove of oak trees and opened a small box frame dry goods store near Court and Sixth Streets in present-day Woodland, establishing Yolo City. The store served farmers and ranchers living nearby and travelers along the trail between the small towns of Washington (West Sacramento) and Cacheville (Yolo). Thereafter, A. Weaver opened a blacksmith shop, and in about three months was succeeded by James McClure, and he by E. R. Moses. The first shop was at a point near the former railroad, about 400 feet north from Main Street (refer to BSO, Page 2 of 21).

B11. Additional Resource Attributes: None.

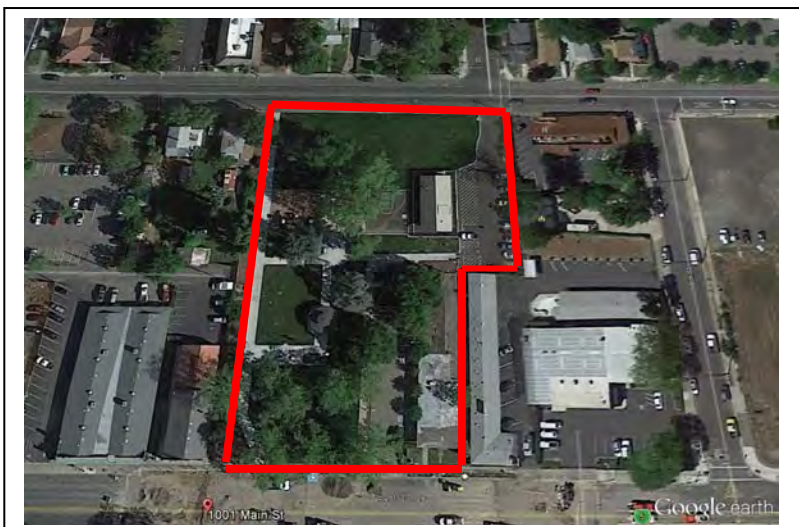
B12. References: Adams, Steven. *The Arts and Crafts Movement*. London: Quintet Publishing Limited. 1987; American Studies at the University of Virginia Website. "The City Beautiful Movement." <http://xroads.virginia.edu/~cap/citybeautiful/city.html>. Accessed September 2015; Ames, David L. "Draft Guidelines for Evaluating America's Historic Suburbs for the National Register of Historic Places." Unpublished manuscript. Washington D.C.: U.S. Department of the Interior, National Park Service. 1998; Anderson, Timothy, Eudora M. Moore, and Robert W. Winter, eds. *California Design 1910*. Salt Lake City: Peregrine Smith Books. 1980; Boyer, Paul S. *Urban Masses and Moral Order in America, 1820-1920*. Cambridge: Harvard University Press. 1978; California Highway Patrol Website. "History of the California Highway Patrol." <https://www.chp.ca.gov/home/about-us/the-history-of-the-california-highway-patrol>, Accessed September 2015; City of Woodland. "A Brief History of Woodland." Excerpted from the 1996 Woodland General Plan. www.cityofwoodland.org. 1996 (refer to BSO, Page 20 of 21).

B13. Remarks:

B14. Evaluator: Dana E. Supernowicz, Historic Resource Associates, 2001 Sheffield Dr., El Dorado Hills, CA 95762.

Date of Evaluation: September 2015

AERIAL PHOTOGRAPH 2015 (Google Earth)



(This space reserved for official
comments.)

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

***B10. Significance: (Continued):**

In 1856, Henry Wyckoff established a second store near Court Street, but sold out in April 1857 to Missourian Franklin S. Freeman, who demolished the old residence and erected a new house, still standing at 1037 Court Street. He married local school teacher Gertrude Swain in 1858, and they lived in the house until about 1868, after which they constructed a larger house on the 400 block of First Street, which was demolished in 1948.¹ His wife, Gertrude taught 60 pupils in the school which was located across from the present-day Freeman Park.²



Figure 1: Gertrude and Frank Freeman on their porch
(Courtesy Yolo County Archives).

By 1857, Major Frank S. Freeman had acquired 160 acres of land, and offered free lots to settlers who would clear the land and build homes. Eventually the settlement of Yolo City was established around the central part of present-day Main Street. Yolo City developed into an agricultural community, bolstered by the first irrigation canal developed in 1856 by James Moore, who owned exclusive rights to Cache Creek.

¹Gilbert, Frank T. *The Illustrated Atlas and History of Yolo County, Cal., containing a History of California from 1513 to 1850, a History of Yolo County from 1825 to 1880*. San Francisco: DePue & Company. 1879; City of Woodland 1996; Walters 2008.

² Hayes, Elinor. Woodland Daily Democrat. "Woodland's Godmother to be Honored Tonight." Woodland, California. March 9, 1928.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

*B10. Significance: (Continued):



Figure 2: Circa 1860 view of Yolo City.

In 1861, Major Freeman gained permission to build a post office in the town, and Yolo City was officially renamed Woodland by his wife, Gertrude Freeman in honor of the Valley Oak forest that filled the valley. Frank Freeman was appointed Postmaster in 1861, and he established the first Woodland post office in a brick commercial building he constructed on the northwest corner of Main and First Streets (539 Main Street). A saloon, the first in the town, was opened in 1861 by Benjamin Hotchkiss on Main Street. There were two boarding houses, one kept by James W. Stotenburg and the other by E. Dollarhide.³

The grade of the road once known as the "old Vallejo Railroad Grade" was completed to Woodland in 1860. The same year Hesperian College was completed. The flood of 1861-1862 demonstrated the necessity of a more accessible point for the county seat than the current town of Washington.⁴ In 1862, the Yolo County seat was transferred from Washington (present-day West Sacramento) to Woodland. The first plat of the town was recorded in 1863 with Sixth Street designated as the eastern boundary, College Street as the western boundary, North Street as the northern boundary, and South Street (now Main Street) as the southern boundary. By the mid-1860s Woodland was the most important commercial center in the county, with a business district that boasted the county courthouse and hospital, a steam flour mill, brewery, livery stable, two blacksmith shops, wagon shop, two hotels, drugstore and six retail stores.⁵

³Gilbert 1879:76; City of Woodland 1996; Walters 2008.

⁴Gilbert 1879:76.

⁵City of Woodland 1996; Walters 2008.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 4 of 21

*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

***B10. Significance: (Continued):**

In 1869, the California Pacific Railroad Company constructed a line between Davisville and Marysville with a Woodland station in the vicinity of College Street and Lincoln Avenue. Warehousing and industries requiring rail service developed along the railroad tracks, creating the industrial area that still remains between East and Fifth Streets. By 1870, the population of Woodland was approximately 1,600. By the time Woodland was incorporated in 1871 most of the oaks for which the town was named had vanished. Agricultural produce included tobacco, peanuts, grapes, rice, sugar beets, various grains, and row crops. Wineries and livestock were also important agricultural operations.



Figure 3: *Birds Eye View of Woodland, Yolo County, 1871. The Court Street School, also known as the Main Street School, is denoted by the red arrow.*

In 1891, Woodland acquired the water works system, built a sewer system, and completed the city hall. The Opera House, which was destroyed by fire in 1891 and rebuilt in 1896, became a center for recreation and culture. William H. Weeks, a renowned Northern California architect, designed many buildings in Woodland, including the Yolo County Courthouse, Hotel Woodland, Elks Lodge, and the Bank of Woodland.⁶ By 1910, Woodland was the largest city in the county, with a population of 3,187. For the next 40 years, Woodland remained a stable community, anchored by agricultural industrial plants, such as the three rice mills, a sugar beet refinery, and a tomato cannery. The post-World War II period heralded explosive growth for California, and Woodland's population tripled between 1950 and 1980. New subdivisions and shopping centers developed around the town's perimeter, while industrial plants and distribution centers have been established in the northeast area of Woodland.⁷

⁶ City of Woodland 1996; Walters 2008.

⁷Walters 2008.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

*B10. Significance: (Continued):

History of Freeman Park (1001 Main Street)

On May 31, 1871 Theodore Deming recorded a deed, conveying one of the two parcels that now comprise Freeman Park to the Trustees of Woodland School District for the sum of one dollar "for the purposes of building a public school house thereon, which shall be of at least the value of three thousand dollars and be built within eighteen months from the date hereof." On May 27, 1872 L. P. Craft recorded a deed, conveying the second parcel that now comprises Freeman Park to the Woodland School District for the sum of three hundred dollars.⁸



Figure 4: Circa 1880s lithograph of Woodland, California. The red arrow points to the location of the Court Street School House and the current location of Freeman Park (Courtesy of Yolo County Archives).

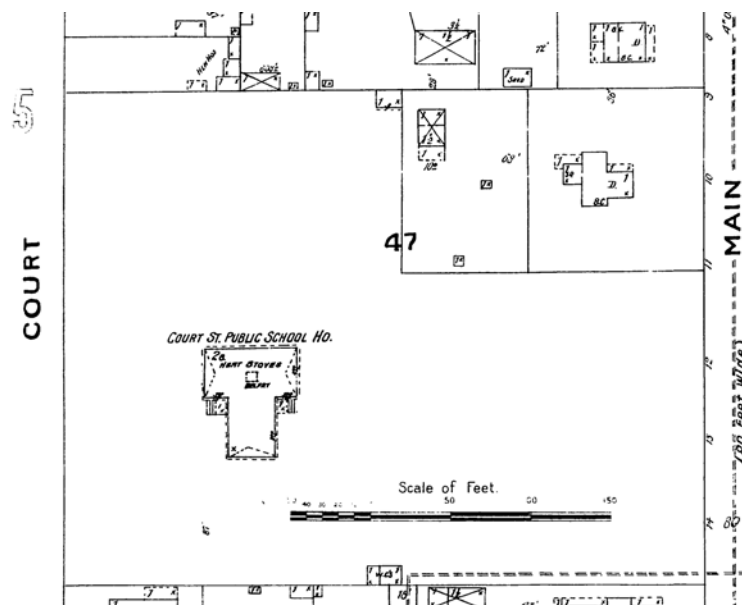


Figure 5: Sanborn Fire Insurance Map, Woodland, CA (Sheet 1) September 1895.

⁸ Ann Sipelle and Steven Ingram. Law Offices of Best, Best & Krieger, LLP. Closed Session Memorandum. March 18, 2004.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

*B10. Significance: (Continued):



Figure 6: Main Street School, 1890s (Courtesy Yolo County Archives).
The school was located where the gazebo is today in Freeman Park.

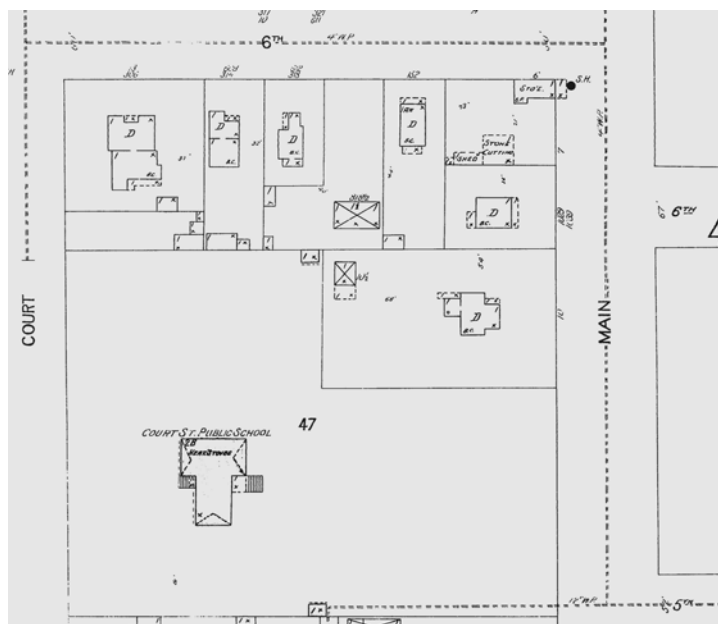


Figure 7: Sanborn Fire Insurance Map, Woodland, CA (Sheet 3) June 1906.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

*B10. Significance: (Continued):

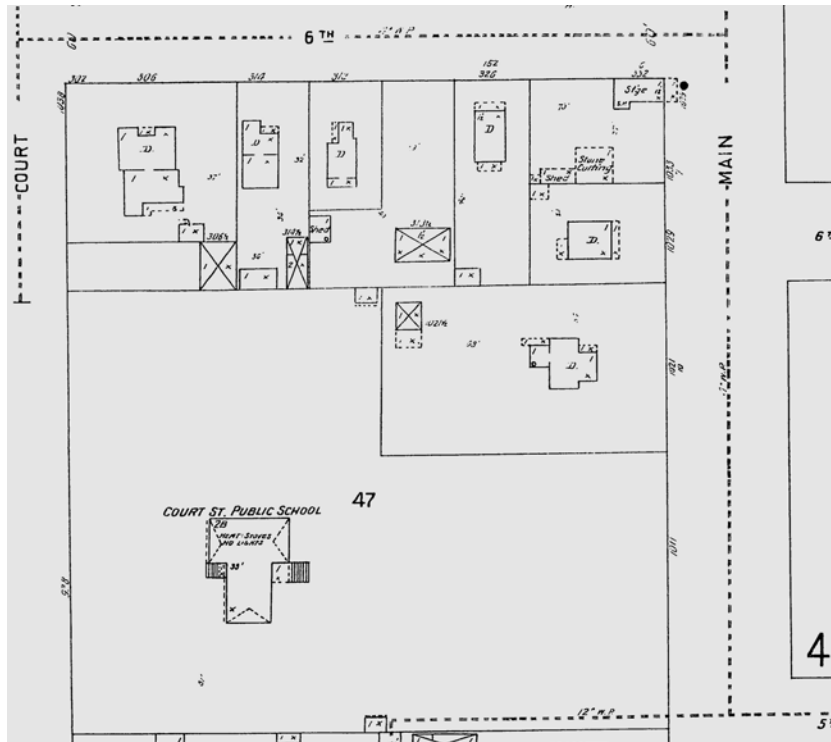


Figure 8: Sanborn Fire Insurance Map, Woodland, CA (Sheet 3) January 1912.



Figure 9: Official Map of Yolo County, 1915. The map depicts the Woodland School District parcel, now the site of Freeman Park, and the parcel occupied by the former DMV office, once owned by the Keehn brothers (Courtesy of Yolo County Archives).

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

*B10. Significance: (Continued):

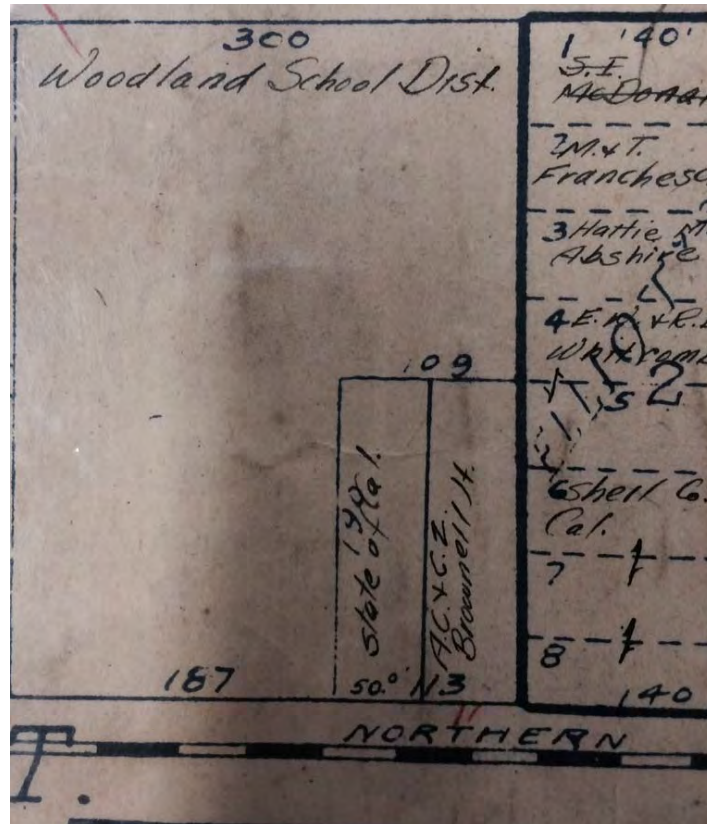


Figure 10: Assessor's Parcel Map, 1921, depicting lands owned by the Woodland School District, later transferred to the City as Freeman Park, the State of California parcel being the site of the DMV/Highway Patrol Office, and the parcel owned by A.C. and C.Z. Brownell, where the Budget Inn, formerly the Gray Motel, was built (Courtesy Yolo County Archives).

On February 7, 1921 a petition signed by some one hundred persons was presented to the City Council to acquire and maintain a city park on "the old Grammar School Property," and the Council appointed a committee to investigate the matter to acquire the school property for park purposes. On October 3, 1921 the Council committee reported that the school trustees agreed to lease the school lot to the City until the property was needed for a school building.⁹

On December 19, 1921 the Council authorized arrangements for a supply of water to the City Park on Main Street, between Fourth and Sixth Streets. On February 20, 1922 the City Council directed the City Engineer to prepare plans and specifications for grading and fixing a tennis court on the Main Street Park, which included hauling crushed rock from nearby quarries. The rock was shipped to the park via the nearby railroad.¹⁰ During February existing trees, perhaps associated with the old school, were removed in order to replant the site.¹¹ In January 1923, the city announced it planned to start construction on a wading pool for the children at the park.¹²

⁹Ann Siprelle and Steven Ingram. Law Offices of Best, Best & Krieger, LLP. Closed Session Memorandum. March 18, 2004; *Woodland Daily Democrat*, August 30, 1922.

¹⁰Ibid.

¹¹*Woodland Daily Democrat*, February 24, 1922.

¹²*Woodland Daily Democrat*, January 27, 1923.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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***B10. Significance: (Continued):**

On July 6, 1923 the City Council approved Resolution #442, approving a lease agreement with the Woodland School District Board of Trustees to lease the property for a term of twenty (20) years for the purpose of maintaining a public park thereon. On August 20, 1923 the Council awarded a bid to J. A. Gould for \$1,885 to construct a restroom at the park.¹³

By 1925 a new municipal park was built at the site of an early grammar school known as the "brick school" (1871-1916). The board of trustees named it Freeman Park to honor Woodland's Founder, Frank S. Freeman. W. E. Robinson, the newly appointed gardener for the park, began work on the beautification of the park, in accordance with plans of the City Engineer, A. G. Proctor. The plans included flower plots and numerous paths.¹⁴

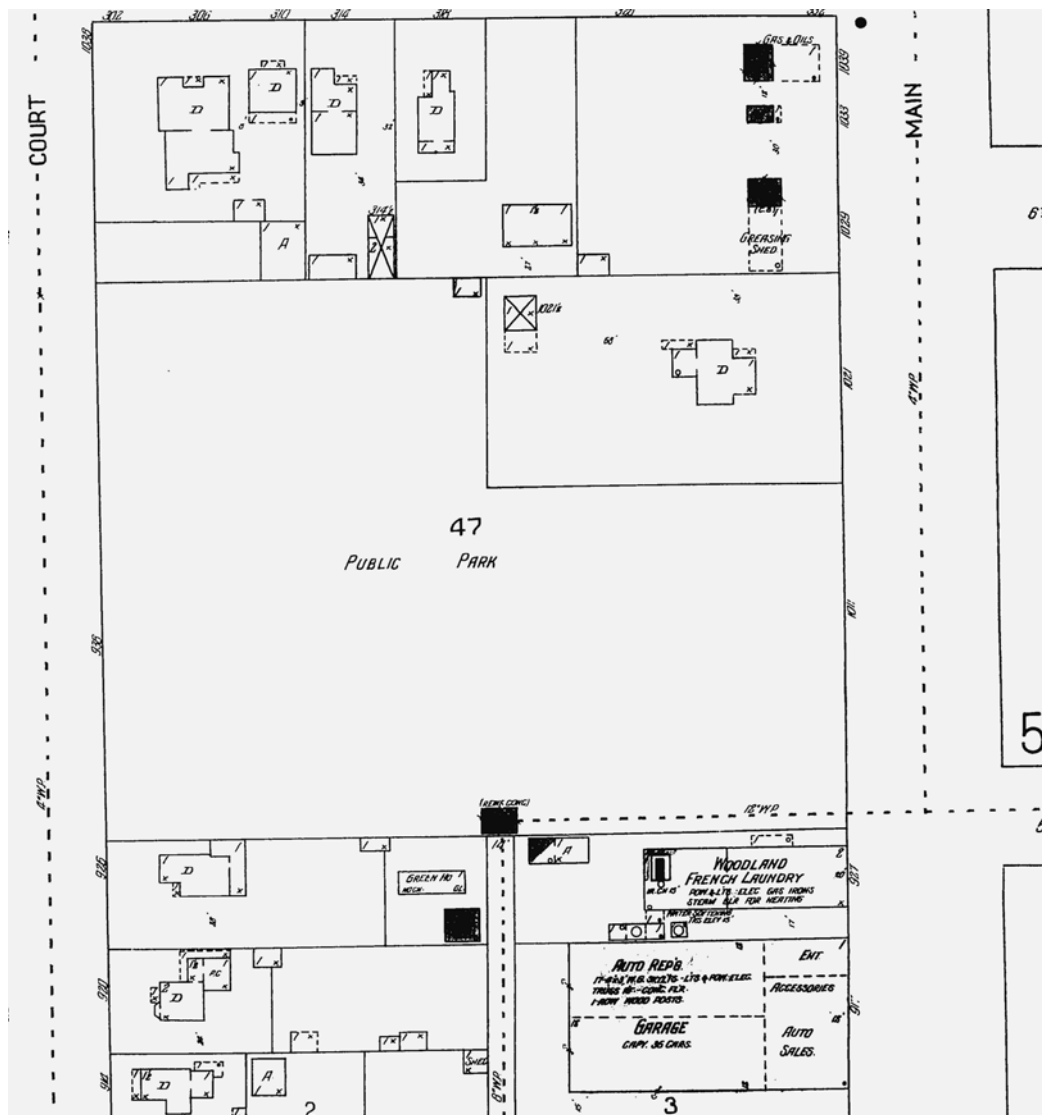


Figure 11: Sanborn Fire Insurance Map, Woodland, CA (Sheet 4) November 1926.

¹³ Woodland Daily Democrat, January 27, 1923.bid.

¹⁴ Woodland Daily Democrat. "Beautification of Woodland is Started." Woodland, California. March 17, 1925.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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***B10. Significance: (Continued):**

Freeman Park reflects a general movement in the United States referred to as "City Beautiful Movement." The 1890s and early years of the twentieth century were a turning point in American society. The economic system struggled to define itself and Americans through the language of consumption; social unrest and violence, results of economic depressions, disgust with corruption in government, and overcrowded urban centers erupted periodically throughout the era; and the agrarian way of life, so familiar and fundamental to American thought and self-image, was passing away into a nostalgic past. Historian Harold Faulkner observes that Americans witnessed the passing of the frontier and the rise of the United States to a position of world power and responsibility which was to make any return to her old isolation increasingly difficult, if not impossible. Old issues were dead or dying; sectional tension was no longer a force of much importance in politics, and efforts to revive it proved unavailing. Most important of all, the triumph of industry over agriculture was now assured. The Industrial Revolution, if not completed, had gone so far as to make turning back to the ways of a simpler agrarian society out of the question.¹⁵

Life had come to be lived, for many, in the city. Not only had population increased during the period 1860 to 1910 from 31.4 million to 91.9 million, but the percentage of Americans living in cities increased as well - by 1910, 46% lived in cities with populations of over 2,500.¹⁶ With population centering on urban areas, the questions of the city - crime, poverty, urban blight, and civic idealism - all came to the fore near the turn of the century.

The real consumers of the city's goods were not its residents; increasingly, with the advent of improved transportation and roadways, the middle and upper-middle class retreated from the cities into the suburbs, leaving the less well-to-do and the downright poverty-stricken to the quickly decaying urban center. The upper classes traveled into the city to attend to their business, consume the leisure activities contained therein, and the return to their comfortable and beautiful suburban homes. What they left behind in the cities is the subject of numerous Progressive reform movements throughout the period.

The reformers were concerned less with the poor of the cities than with their own fear of these growing urban masses. Their concern can be understood in the context of the social upheaval centered on the city during the Gilded Age, beginning with Chicago's Haymarket Riot of 1886 and followed by labor unrest just prior and just after the beginning of the 1893 depression - the Homestead strike of 1892 and the Pullman strike of 1894. The depression starting in 1893 lasted until 1897, its pain, division, and violence a memory fresh in the minds of Americans.

The reformers of urban America were generally middle and upper-middle class, whose concern was with the potential violence of those left in the cities. The lower classes these activists were attempting to control were living in squalid and significantly unhealthy conditions. The squalor and hopelessness of city life for immigrants and the poor throughout the country has been recounted numerous times by writers such as Theodore Dreiser, Stephen Crane, Riis, and Frank Norris. The middle and upper-class reformers who sought to remedy this situation did so, for the most part, out of their own fear. They had to make the assumption that the poverty-stricken were somehow morally, and by extension civically, deficient, a point of view quite in vogue at the time, with the continuing popularity of Darwin's theories of survival of the fittest and Spenser's translation of these ideas into the social realm.¹⁷

The most visible expression of this belief in the creation of moral and civic virtue in the urban population was created by the reformers of the City Beautiful movement. The movement was conceived as explicitly reform-minded; Daniel Burnham, a leading proponent of the movement, linked their efforts with Progressivism. A reform "of the landscape, he suggested, [would] complement the burgeoning reforms in other areas of society."¹⁸ While other reformers concentrated on improving sanitary conditions or opening missions, the City Beautiful leaders (upper-middle class, white, male), believed the emphasis should be on creating a beautiful city, which would in turn inspire its inhabitants to moral and civic virtue. "The reform movement in America, which had largely been concerned with corruption in local government, exploitation of the laboring classes by big business, improvement in housing conditions in large cities, and other social causes, quickly embraced the concept of the city beautiful as an American goal."¹⁹

¹⁵ "The City Beautiful Movement." <http://xroads.virginia.edu/~cap/citybeautiful/city.html>. Accessed September 2015.

¹⁶ Hines, Thomas S. "The Imperial Mall: The City Beautiful Movement and the Washington Plan of 1901-02." in *The Mall in Washington, 1791-1991*. Washington: National Gallery of Art, 1991:81.

¹⁷ Boyer, Paul S. *Urban Masses and Moral Order in America, 1820-1920*. Cambridge: Harvard University Press, 1978, vii.

¹⁸ Hines, 95.

¹⁹ Riis, Jacob A. *How the Other Half Lives*. New York: Charles Scribner's Sons, 1890:195.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

***B10. Significance: (Continued):**

Generally stated, the City Beautiful advocates sought to improve their city through beautification, which would have a number of effects: social ills would be swept away, as the beauty of the city would inspire civic loyalty and moral rectitude in the impoverished; American cities would be brought to cultural parity with their European competitors through the use of the European Beaux-Arts idiom; and a more inviting city center still would not bring the upper classes back to live, but certainly to work and spend money, in the urban areas. The premise of the movement was the idea that beauty could be an effective social control device.

Based on their fear, and a sincere sense of responsibility to improve the lives of the inner city poor, the City Beautiful reformers believed that "civic loyalty itself ... [could] provide the foundation stone" for a harmonious urban moral order.²⁰ Important as beauty was for itself, its role in environmental conditioning was never far from the minds of civic center advocates. The civic center's beauty would reflect the souls of the city's inhabitants, inducing order, calm, and propriety. Furthermore, the citizen's presence in the center, together with other citizens, would strengthen pride in the city and awaken a sense of community with fellow urban dwellers.²¹

The idiom the City Beautiful leaders used in their ideal civic center was the Beaux-Arts style, named for the famous Ecole des Beaux-Arts in Paris, which instructed artists and architects in the necessity of order, dignity, and harmony in their work. The first expression of this monumental style in the United States was found at the World's Columbian Exposition of 1893. The shimmering "White City," as the fair came to be known during that summer in Chicago, was a tour de force of early city planning and architectural cohesion. In the grand Court of Honor, architects, brought in from the East by Director of Construction Daniel H. Burnham of Chicago, put their Beaux-Arts training to use in the monumental and vaguely classical buildings, all of uniform cornice height, all decorated roughly the same, and all painted bright white.

Not only was the White City dignified and monumental, it was also well-run: there was no poverty and no crime, there were state-of-the-art sanitation and transportation systems, and the Columbian Guard kept everyone happily in their place. In contrast to the grey urban sprawl and blight of Chicago and other American cities, this seemed a utopia. The fair set American taste in architecture for at least the next 15 years, although some argue that its influence extends even farther into the twentieth century. The Beaux-Arts style was considered dignified and beautiful, and Americans embraced the order the style provided during a period of great disharmony and disorder in their country. The fair also introduced the concept of a monumental core or civic center, an arrangement of buildings intended to inspire in their beauty and harmony, as well as the beginnings of comprehensive city planning, although in many cases the city planning was directly only at the monumental core and public parks, rather than addressing zoning issues or affordable housing.

Freeman Park, although dedicated as a city park in 1921, remained marginally developed until the 1930s. On January 16, 1936, the *Woodland Democrat* reported that "work had started on the new park for the city." The notation in newspaper read:

Hopeful they will be given a break by the weatherman, a crew of WPA laborers was at work Thursday morning landscaping the old city dump at the east end of Court Street which is being made into a three-acre park. The ground will be leveled before the planting of shrubs and trees takes place. Much interest is being shown in the proposed target range which will occupy part of the park.²²

²⁰ Boyer, 252.

²¹ Wilson, William H. *The City Beautiful Movement*. Baltimore: Johns Hopkins University Press, 1989:92.

²² *Woodland Daily Democrat*, January 16, 1936:1.

BUILDING, STRUCTURE, AND OBJECT RECORD

*B10. Significance: (Continued):



Figure 12: Photograph of Freeman Park, circa 1940 with WPA landscaping (Courtesy Yolo County Archives).

Based upon a historic photograph (Figure 12), probably taken in the 1940s, Freeman Park had been improved by the Works Project Administration (WPA) with sidewalks, fluted lamp standards, a raised promenade with a fountain, a drinking fountain, concrete seating areas, and various shrubs and trees. The overall impression is "Neo-classical" landscape architecture popularized in the 1920s-1930s. The centrally located raised concrete promenade has been replaced with a gazebo in 2001, and the other improvements, such as the drinking fountain and concrete benches, no longer exist. In essence, virtually all of the WPA landscape features have been removed from the park and replaced with lawns, newer walkways, a gazebo, and restrooms. The tree canopy in the 1940s photograph does not appear to represent the trees in the park today, which include predominantly cedar and sycamore trees.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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*B10. Significance: (Continued):



Figure 13: Aerial Photograph of Freeman Park, 1937, with the completed WPA landscape design (courtesy U.C. Davis Map Library).



Figure 14. Aerial Photograph of Freeman Park, 2015 (Google Earth)

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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***B10. Significance: (Continued):**

The Trustees of the Woodland School District leased the Freeman Park property to the City of Woodland from 1923 until at least 1943. On July 28, 2004 the Woodland Joint Unified School District quitclaimed to the City of Woodland all interest in the following described property, identified as Assessor Parcel Number 005-645-10:

Parcel One:

A part of Block #5, as shown by plat of said town on file and of record, in the Records Office of our county, being a part of the land conveyed by William B. Emery and Lucy Emery to J. J. Deming on the 1st day of October 1862, recorded in Book "Y" of Deeds on pages 180 & 181, which record is referred to for a more full description of the land hereby conveyed.

Commencing at the southeast corner of the said tract as the southwest corner of a tract owned by James M. Martin; running thence north four hundred and thirty-five feet; thence west one hundred and ninety-five feet; thence south four hundred and thirty-five feet; thence east one hundred and ninety-five feet to the place of beginning.

Parcel Two:

Commencing at a point in the center of Court Street in said town of Woodland at the southwest corner of land, owned and occupied by J. Chandler; running thence south two hundred thirty (230) feet; thence west one hundred seven (107) feet; thence north two hundred thirty (230) feet to the center of said Court Street; thence east along the center of said Court Street one hundred and seven (107) feet to the place of beginning. The same being a part of the land described in the deed of F. S. Bruman to M. Burber, recorded in Book "F" of Deeds, Page 582 records of said Yolo County.²³

As previously noted, today Freeman Park retains its historic configuration, however, the original and later WPA landscape features no longer exist, replaced by a contemporary gazebo, restrooms, walkways. The trees and planting appear to date from the last 50 years.

REGULATORY FRAMEWORK

NRHP Criteria

Criterion A: Event

Properties can be eligible for the National Register if they are associated with events that have made a significant contribution to the broad patterns of our history.

Criterion B: Person

Properties may be eligible for the National Register if they are associated with the lives of persons significant in our past.

Criterion C: Design/Construction

Properties may be eligible for the National Register if they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.

²³ Yolo County Recorder's Office. Official Deeds, Book 38259, Page 1320. July 28, 2004.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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*B10. Significance: (Continued):

Criterion D: Information Potential

Properties may be eligible for the National Register if they have yielded, or may be likely to yield, information important in prehistory or history. As the National Register points out, “when evaluated within its historic context, a property must be shown to be significant for one or more of the four Criteria for Evaluation - A, B, C, or D.” The rationale for judging a property’s significance and, ultimately, its eligibility under the Criteria is its historic context and integrity. The use of historic context allows a property to be properly evaluated in a variety of ways. The key to determining whether the characteristics or associations of a particular property are significant is to consider the property within its proper historic context.²⁴

CEQA and CRHR Criteria

The regulatory framework for this historic resource study and the evaluation lies within the guidelines imposed for the California Environmental Quality Act (CEQA) and the California Register of Historic Resources (CRHR) under Public Resources Code section 5024.1. CEQA guidelines define a significant cultural resource as “a resource listed in or eligible for listing on the CRHR. A historical resource may be eligible for inclusion in the CRHR if it:

1. Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important to prehistory or history.

Even if a resource is not listed in, or determined eligible for listing in, the CRHR, the lead agency may consider the resource to be an “historical resource” for the purposes of CEQA provided that the lead agency determination is supported by substantial evidence (CEQA Guidelines 14 CCR 15064.5).

According to the state guidelines, a project with an effect that may cause a substantial adverse change in the significance of a historical resource or a unique archaeological resource is a project that may have a significant effect on the environment (14 CCR 15064.5[b]). CEQA further states that a substantial adverse change in the significance of a resource means the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired. Actions that would materially impair the significance of a historical resource are any actions that would demolish or adversely alter those physical characteristics of a historical resource that convey its significance and qualify it for inclusion in the CRHR or in a local register or survey that meet the requirements of PRC 5020.1(k) and 5024.1(g).

City of Woodland Standards for Historic Designation

In addition, the City of Woodland Sec. 12A-3-1. Standards for designation of historical landmarks, historical districts, and historical resources was taken into consideration. The standard is as follows:

(a) A building, structure, object, or particular place may be designated for preservation as a landmark if it meets one or more of the following criteria:

(1) Historical Importance. The building, structure, object, particular place, vegetation or geology, has character, interest of value, as part of the development, heritage or cultural characteristics of the city, state or nation; or is the site of an historic event with an effect upon society; or is identified with a person or group of persons who had some influence on society; or exemplifies the cultural, political, economic, social or historic heritage of the community.

²⁴ USDI, National Park Service. National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation, n.d.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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*B10. Significance: (Continued):

(2) Architectural Importance. The building, structure, object, or particular place exemplifies the environment of a group of people in an era of history characterized by distinctive architectural style; or embodies those distinguishing characteristics of an architectural type specimen; or is the work of an architect or master builder whose individual work has influenced the development of the area; or contains elements of architectural design, detail, materials or craftsmanship which represent a significant innovation.

(b) An area may be designated as an historical district which it includes at least two designated historical landmarks in such proximity that they create a setting historically or culturally significant to the local community, the state, or the nation, sufficiently distinguishable from other areas of the city to warrant preservation by such means. Such districts may include structures and sites that individually do not meet criteria for landmark status but which geographically and visually are located so as to be part of the setting in which the other structures are viewed.

(c) The city council shall approve and maintain a historical resources list. A building, structure, or object may be included on the list as a historical resource if, in the determination of the city council, it satisfies the historical preservation commission's historical resources inventory study list evaluation criteria. (Ord. No. 1004, § 2 (part); Ord. No. 1310, § 3 (part).)

INTEGRITY CRITERIA

Determining the significance of 1001 and 1017 Main Street is predicated on the property retaining a sufficient level of integrity in order to convey its historic significance. Integrity is defined by the National Park Service as follows:

Location

Location is the place where the historic property was constructed or the place where the historic event occurred. The relationship between the property and its location is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved.

Design

Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property (or its significant alteration) and applies to activities as diverse as community planning, engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials. A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing; and arrangement and type of plantings in a designed landscape. Design can also apply to districts, whether they are important primarily for historic association, architectural value, information potential, or a combination thereof. For districts significant primarily for historic association or architectural value, design concerns more than just the individual buildings or structures located within the boundaries. It also applies to the way in which buildings, sites, or structures are related: for example, spatial relationships between major features; visual rhythms in a streetscape or landscape plantings; the layout and materials of walkways and roads; and the relationship of other features, such as statues, water fountains, and archeological sites.

Setting

Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the *character* of the place in which the property played its historical role. It involves *how*, not just *where*, the property is situated and its relationship to surrounding features and open space.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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*B10. Significance: (Continued):

Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences.

The physical features that constitute the setting of a historic property can be either natural or manmade, including such elements as:

- Topographic features (a gorge or the crest of a hill);
- Vegetation;
- Simple manmade features (paths or fences); and
- Relationships between buildings and other features or open space.

These features and their relationships should be examined not only within the exact boundaries of the property, but also between the property and its *surroundings*. This is particularly important for districts.

Materials

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveal the preferences of those who created the property and indicate the availability of particular types of materials and technologies. Indigenous materials are often the focus of regional building traditions and thereby help define an area's sense of time and place.

A property must retain the key exterior materials dating from the period of its historic significance. If the property has been rehabilitated, the historic materials and significant features must have been preserved. The property must also be an actual historic resource, not a recreation; a recent structure fabricated to look historic is not eligible. Likewise, a property whose historic features and materials have been lost and then reconstructed is usually not eligible (refer to Criteria Consideration E in Part VII: *How to Apply the Criteria Considerations* for the conditions under which a reconstructed property can be eligible.)

Workmanship

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques. Workmanship is important because it can furnish evidence of the technology of a craft, illustrate the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery.

Feeling

Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate the feeling of agricultural life in the 19th century. A grouping of prehistoric petroglyphs, unmarred by graffiti and intrusions and located on its original isolated bluff, can evoke a sense of tribal spiritual life.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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*B10. Significance: (Continued):

Association

Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield whose natural and manmade elements have remained intact since the 18th century will retain its quality of association with the battle. Because feeling and association depend on individual perceptions, their retention *alone* is never sufficient to support eligibility of a property for the National Register.

DETERMINATION OF INTEGRITY AND ELIGIBILITY

Location - Freeman Park (1001 Main Street) retains its original location.

Design - The design of Freeman Park has been altered by the removal of virtually all of its original landscape design elements, including those installed by the WPA in the 1930s.

Setting - The setting of Freeman Park has been altered through physical changes to the original park including new trees, lawns, etc.

Materials - The majority of the original materials associated with the 1920s through the 1930s at Freeman Park no longer exist.

Workmanship - The original workmanship of Freeman Park has been compromised by contemporary re-design and development of the park, including a gazebo and restrooms.

Feeling - The feeling of Freeman Park is diminished, due to the loss of the original park design and WPA features.

Association - The association of Freeman Park remains relatively good in that it still serves as a public park.

EVALUATION CRITERIA

Is Freeman Park (1001 Main Street) eligible for the NRHP? No.

Under NRHP Criterion A, Freeman Park played an important role in the cultural and recreational history of Woodland. Under NRHP Criterion B, the park is associated with the Freemans, a pioneer Woodland family who reportedly donated some of the land that became the park. Under Criterion C, other than the configuration of the park, the historic landscape design and furniture built by the WPA no longer exist. Under NRHP Criterion D, there is some evidence that the park site was once part of the Woodland City Dump. However, it is likely that the refuse was removed prior to the development of the park and prior to construction of the school. Because the park lacks integrity of design, workmanship, materials, association, and, to some degree, feeling, the property does not appear to be eligible for the NRHP under any of the criteria.

Is Freeman Park (1001 Main Street) eligible for CEQA and the CRHR? No.

Under CRHR Criterion 1, Freeman Park played an important role in the cultural and recreational history of Woodland. Under CRHR Criterion 2, the park is associated with the Freemans, a pioneer Woodland family who reportedly donated some of the land that became the park. Under CRHR 3, other than the configuration of the park, the historic landscape design and furniture built by the WPA no longer exist. Under CRHR Criterion 4, there is some evidence that the park site was once part of the Woodland City Dump. However, it is likely that the refuse was removed prior to the development of the park and prior to construction of the school. Because the park lacks integrity of design, workmanship, materials, association, and, to some degree, feeling, the property does not appear to be eligible for the CRHR under any of the criteria.

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*Resource Name or #: (Assigned by recorder) 1001 Main Street

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***B10. Significance: (Continued):**

Is Freeman Park (1001 Main Street) a significant resource per the City of Woodland Sec. 12A-3-1-Standards for designation of historical landmarks, historical districts and historical resources? No.

In order for any historical property to be designated, it must retain adequate integrity to convey its significance. Unfortunately, while Freeman Park has commemorative importance, being associated with the Freeman family, it no longer retains adequate integrity in order to convey its historic significance as a "historic park." One of the most important aspects of the park is its association with the WPA during the 1930s. Prior to that time, the park was developed, but not to its full potential nor with a specific design in mind. The WPA changed that with a central promenade and fountain, concrete walls with Neo-Classic balustrades, walkways, a drinking fountain, and the planting of trees, shrubs, and lawns. While the trees and lawns are consistent with the original concept, the design elements of the WPA no longer exist. Instead the park includes a centrally located gazebo installed where the WPA fountain once sat and a restroom. During the past few decades contemporary infill has occurred around the park, including in the past year the completion of the new County Courthouse across the street. Therefore, the park does not appear to warrant historic designation as a landmark, individual property, or historic district.

SIGNIFICANCE SUMMARY STATEMENT

Freeman Park, located at 1001 Main Street, Woodland, California, does not warrant designation as a significant historic resource under the NRHP, CRHR, as a City of Woodland Landmark individual resource, or as part of a historic district. This finding is based upon the property's lack of integrity, particularly its workmanship, design, and materials.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 20 of 21

*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

B12. References (Continued):

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BUILDING, STRUCTURE, AND OBJECT RECORD

Page 21 of 21

*Resource Name or #: (Assigned by recorder) 1001 Main Street

NRHP Status Code: 6Z

B12. References (Continued):

Trapp, Kenneth, ed. *The Arts and Crafts Movement in California: Living the Good Life*, New York: Abbeville Press Publishers. 1993.

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Yolo County Archives, Woodland, California.

Maps

Assessor Parcel Maps, Yolo County, California.

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USGS 7.5' *Woodland, California* Topographic Quadrangle 1952, revised 1981.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #: _____
HRI # _____
Trinomial _____
NRHP Status Code: _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

- P1. Other Identifier:** Woodland Toy Library
- *P2. Location:** ☐ Not for Publication ☒ Unrestricted ***a. County:** Yolo
- b. USGS 7.5' Quadrangle:** Woodland, CA **Date:** 1952, revised 1981
- c. Address:** 1017 Main Street **City:** Woodland **Zip:** 95695
- d. UTM:** N/A
- e. Other Locational Data (e.g., parcel #, directions to resource, elevation, etc., as appropriate):** The subject property is located on the north side of Main Street, approximately 210' west of 6th Street and approximately 470' east of 4th Street, bordered on the west by Freeman Park, and on the east by the Budget Inn and Rainbow Sales glass company. APN 005-645-11.

***P3a. Description:** The subject property consists of a one-story, brick masonry, "L" shaped building that faces south towards Main Street. The north half of the building is wood-frame with stucco exterior cladding. Besides an enclosed area, the rear addition includes open bays for automobiles that face a narrow paved driveway. Character defining features of the building include a nearly flat hipped roof clad with rolled asphalt roofing, brick masonry exterior walls, wide overhanging roof eaves with fascia and rain gutters, a slight inset front entry porch offset to the left of the building facing Main Street, and double-hung wood-sash windows set in plain architraves. From left to right the south or front elevation of the building features a wood-sash window with a steel security screen, a contemporary paneled wood entry door (facing west), two more wood-sash windows, and a second contemporary entry door with a aluminum screen door in front. The main access is via the left entry door with a concrete stoop and roof overhang. The west elevation features a single wood-sash window and a third replacement wood paneled entry door. Above the door is a cloth awning and a sign that reads "TOY LIBRARY." The west elevation continues to the north with plain stucco walls to its termination near the existing restrooms for Freeman Park. The east elevation of the building features five wood-sash windows and a wall vent. The east elevation nearly abuts the adjacent Budget Inn, a concrete walkway dividing the two buildings. The northeast corner of the building makes a slight return to the west before continuing to the north as part of the stucco clad carports. The rear or north elevation of the original brick building is covered by the wood-frame stucco addition, terminating with plain partially re-stuccoed walls lacking any fenestration. The rear carport is visible from the north through a locked chain link fence and driveway.

***P3b. Resource Attributes:** HP14 former government building; HP15 Educational building (library)

***P4. Resources Present:** ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



P5b. Description of Photo: View looking north at 1017 (Woodland Toy Library) across Main Street.

***P6. Date Constructed/Age and Sources:** ☒ Historic Constructed circa 1931, according to City of Woodland records.

***P7. Owner and Address:** City of Woodland, 300 First Street, Woodland, CA 95695.

***P8. Recorded by:** Dana E. Supernowicz, Architectural Historian, Historic Resource Associates, 2001 Sheffield Drive, El Dorado Hills, CA 95762.

***P9. Date Recorded:** September 12, 2015.

***P10. Type of Survey:** ☒ Architectural

***P11. Report Citation:** Historical Resource Analysis Study of 1001 and 1017 Main Street, Woodland, Yolo County, California 95695. Prepared for the City of Woodland, 300 First Street, Woodland, Yolo County, CA 95695. Prepared by Historic Resource Associates, 2001 Sheffield Drive, El Dorado Hills, CA 95762. September 2015.

***Attachments:** Building, Structure, and Object Record, Photograph Record.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 1 of 15

*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

- B1. Historic Name:** California State Department of Motor Vehicles/Highway Patrol Office
B2. Common Name: Woodland Toy Library
B3. Original Use: State government office
B4. Present Use: City library
***B5. Architectural Style:** Brick masonry government office
***B6. Construction History:** Based upon historic photos, maps, deeds, and design drawings, the subject property was built in 1936-37. Sometime after 1949-50, a rear addition was added that included 3 vehicle bays.
***B7. Moved?** ☒ No ☐ Yes ☐ Unknown **Date:** N/A **Original Location:**
***B8. Related Features:** Freeman Park, which dates to the 1920s lies immediately to the west of the subject property.
B9a. Architect: Alfred A. Eichler **B9b. Builder:** State of California
***B10. Significance: Theme:** Depression Era State Government Office Building **Area:** Woodland
Period of Significance: 1936-1937 **Property Type:** government building **Applicable Criteria:** A, B, C, and D

The historic context for the subject property lies principally in the expansion of branch offices owned and operated by the California Department of Motor Vehicles during the Great Depression of the 1930s. The subject property, located on the east side of Woodland's historic Main Street and bordered on the east by 6th Street, also represents expanding governmental services in the city as well as the county. The building was constructed on a irregularly-shaped corner parcel that once was developed with a late-nineteenth century Victorian residence. The residence was likely demolished in the 1950s and replaced in the 1960s with a motel, today referred to as the Budget Inn. Immediately to the west is Freeman Park, developed in the 1920s with further improvements during the 1930s (refer to BSO, Page 2 of 15).

B11. Additional Resource Attributes: None

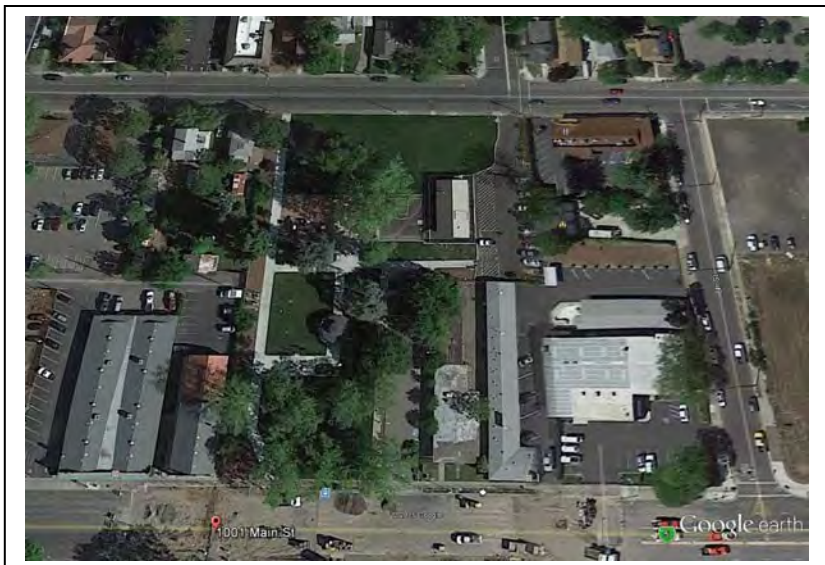
B12. References: Adams, Steven. *The Arts and Crafts Movement*. London: Quintet Publishing Limited. 1987; American Studies at the University of Virginia Website. "The City Beautiful Movement." <http://xroads.virginia.edu/~cap/citybeautiful/city.html>. Accessed September 2015; Ames, David L. "Draft Guidelines for Evaluating America's Historic Suburbs for the National Register of Historic Places." Unpublished manuscript. Washington D.C.: U.S. Department of the Interior, National Park Service. 1998; Anderson, Timothy, Eudorah M. Moore, and Robert W. Winter, eds. *California Design 1910*. Salt Lake City: Peregrine Smith Books. 1980; Boyer, Paul S. *Urban Masses and Moral Order in America, 1820-1920*. Cambridge: Harvard University Press. 1978; California Highway Patrol Website. "History of the California Highway Patrol." <https://www.chp.ca.gov/home/about-us/the-history-of-the-california-highway-patrol>, Accessed September 2015; City of Woodland. "A Brief History of Woodland." Excerpted from the 1996 Woodland General Plan. www.cityofwoodland.org. 1996 (refer to BSO, Page 14 of 15).

B13. Remarks:

B14. Evaluator: Dana E. Supernowicz, Historic Resource Associates, 2001 Sheffield Dr., El Dorado Hills, CA 95762.

Date of Evaluation: September 2015

AERIAL PHOTOGRAPH 2015 (Google Earth)



(This space reserved for official comments.)

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

Just before the turn of the century a new mode of transportation was seen and heard on the California landscape. It made an enormous racket, like a rapidly popping string of firecrackers. It spewed smoke and stirred giant clouds of dust. It thrilled youngsters of the day and frightened animals. Some referred to it as a "horseless carriage." Others called it an "automobile." It was to have a more profound and greater impact upon the state than any other single invention. It would eventually intrude into all California life, causing deep and lasting changes.

California's first half century of automobile legislation portrays a people striving to understand and to cope with their new motor car environment. Essentially, Californians were anxious to police motorists and protect themselves with a formidable barrier of "rules of the road." In 1901, California laws authorized cities and counties to license bicycles, tricycles, automobile carriages, carts, and similar wheeled vehicles. By 1905, this task was transferred to the Secretary of State for a more statewide and uniform vehicle registration system. Owners paid a \$2 fee and were issued a circular tag that had to be conspicuously displayed in the vehicle. In addition, they had to display the license number on the rear of the vehicle in 3-inch-high black letters on a white background. Some owners also painted numbers on headlamp lenses. Vehicle registration prerequisites included satisfactory lamps, good brakes, and either a bell or a horn. The secretary of state handled vehicle registrations from 1905 until 1913, when the legislature gave the task to the state treasurer. At the same time, the Engineering Department (predecessor of the Department of Public Works and forerunner of today's Department of Transportation) became custodian of vehicle records.

The first Department of Motor Vehicles in California was created in 1915 with enactment of Senator E.S. Birdsall's "Vehicle Act of 1915." Vehicle registrations that year had climbed to 191,000. In 1921, the powers and duties of the Department of Motor Vehicles (DMV) were transferred to the Division of Motor Vehicles, part of the newly created Department of Finance. The move reflected recognition of the division's revenue producing status. In 1931, the DMV became a stand-alone state department and has remained in this status to the present day.¹

On August 14, 1929, the California Highway Patrol (CHP) was created through an act of the Legislature. The new law gave Statewide authority to the Highway Patrol to enforce traffic laws on county and State highways - a responsibility which remains in effect today, along with many additional functions undreamed of in 1929. The primary mission of the California Highway Patrol is "the management and regulation of traffic to achieve safe, lawful, and efficient use of the highway transportation system." As a major statewide law enforcement agency, the secondary mission of the Department is to assist in emergencies exceeding local capabilities. The CHP also provides disaster and lifesaving assistance. In 1930, the CHP established its first academy training class at the old State Fairgrounds in Sacramento.

During its first ten years, the CHP successfully grew into a highly respected, effective traffic safety force of 730 uniformed personnel. After World War II, the legislature decided to consolidate and reorganize the Patrol's enforcement and administrative responsibilities. In October 1947, the Department of the California Highway Patrol was established and the position of commissioner was created to head the new Department. The span of enforcement responsibility has expanded dramatically and the CHP has continued to grow and change. Today's responsibilities include truck and bus inspections, air operations (both airplanes and helicopters) and vehicle theft investigation and prevention. The 1995 merger with the California State Police also increased the areas of responsibility to include protection of state property and employees, the Governor, and other dignitaries.²

The founding of the California Highway Patrol really was an evolution more than a birth – one that started in 1911 with the hiring of the first rural traffic officer by San Mateo County. It was formalized in 1929 with the passage of a bill to create a formal Highway Patrol to be part of the Division of Motor Vehicles, and continued through 1947, when it earned the status of separate department. Despite that, the obvious key date is August 14, 1929. That is when Senate Bill 869, which had been signed into law by then Governor C.C. Young, became a law that created a statewide rural traffic force. Only 280 men comprised the initial patrol. The impetus for organizing came in 1915, when the first statewide traffic laws were printed in pamphlet form.

¹ State of California. "CA Department of Motor Vehicles History." <https://www.dmv.ca.gov/portal/dmv/detail/about/profile/history>. Accessed September 2015.

² California Highway Patrol. "History of the California Highway Patrol." <https://www.chp.ca.gov/home/about-us/the-history-of-the-california-highway-patrol>, Accessed September 2015.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

Most counties hired officers to enforce these laws. By 1917, four inspectors were visiting counties to train local officers – an effort that was not often received cordially. The system was disrupted in 1923, when the state Supreme Court ruled it was illegal for counties to appoint traffic officers and pay them from county treasuries. So the state legislature created a program of dual control, in which the state appointed and paid officers from lists submitted by county supervisors. However, since those officers were still controlled by counties, there was little uniformity of approach to problems. Meanwhile, by 1925 the vehicle registration had grown to almost half a million. In 1927, the state Senate appointed an interim committee to study the issues. The result was the formation of the patrol in 1929. That didn't entirely solve the dilemma, unfortunately. A few county boards – most notably Los Angeles county – elected to maintain separate traffic squads. It finally became a truly statewide entity when the Los Angeles Motor Patrol was absorbed on July 1, 1932. The final piece of the puzzle came on October 1, 1947, when the Department of California Highway Patrol was created – to be headed by a commissioner appointed by the governor.³

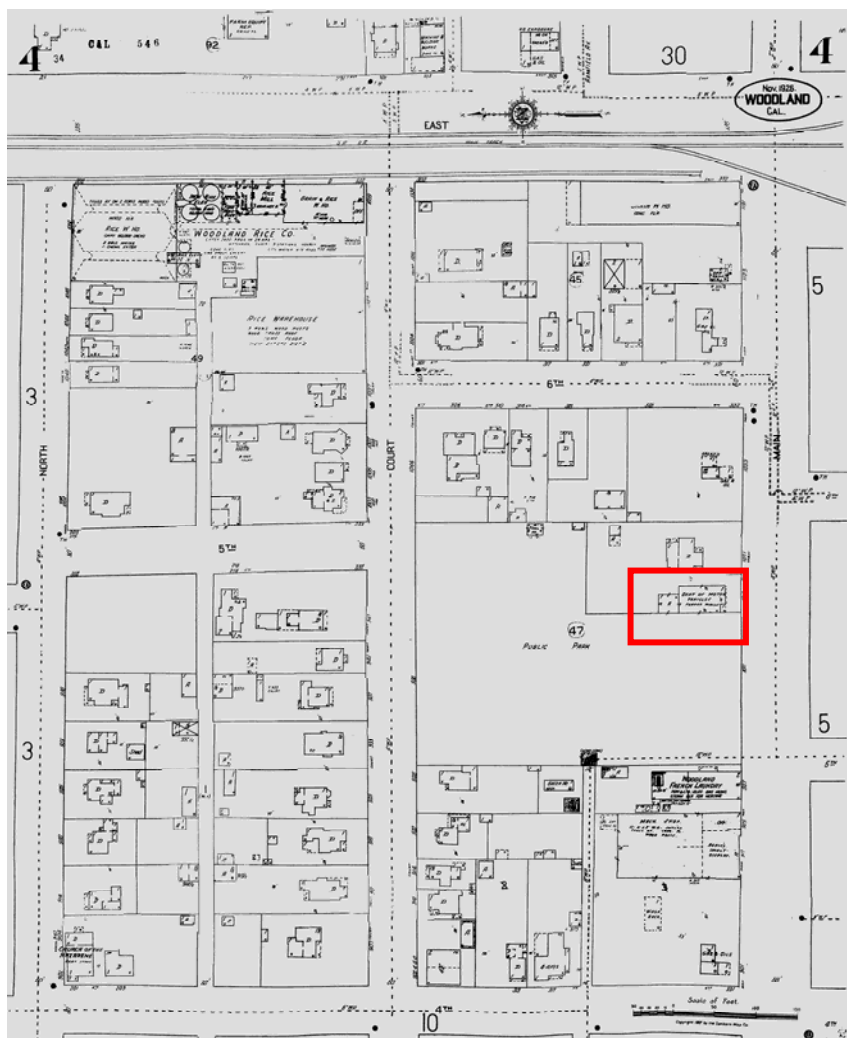


Figure 1: Sanborn Fire Insurance Map, Woodland, CA (Sheet 4) November 1926-revised July 1949. The DMV/Highway Patrol Office is highlighted in red. Note the original office configuration included a single-car garage in the rear.

³ Spike Helmick. "Formation of the California Highway Patrol." <http://www.spike-helmick.com/Highway-Patrol/>, Accessed September 2015.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

Equally important as the functionality of the DMV and California Highway Patrol were the architects who designed the wide variety of state-owned buildings. One in particular deserves special recognition - Alfred W. Eichler. Born in Missouri on September 7, 1895, Eichler spent most of his childhood in San Francisco. He studied at the Ecole des Beaux Arts Institute of Design in Paris, France. Out of school in 1924, Eichler partnered with architect Everett Radcliff Harman to form Harman and Eichler, Architects in Los Angeles, California. A year later, in 1925, Eichler began to work for the California Department of Public Works in the Division of Architecture. By 1949, he was promoted to a supervising architect. He retired in 1963. Alfred W. Eichler died on November 27, 1977, at the age of 82.⁴

During his employment with the State of California, Eichler designed hundreds of buildings, as well as bridges. His designs varied from one project to another, including Modern, Art Deco, Spanish Revival or Mediterranean, and Classical. He was particularly active during the Great Depression of the 1930s working with WPA staff architects. In 1935, Eichler designed 1017 Main Street, the Woodland Department of Motor Vehicles Office (Figure 2).

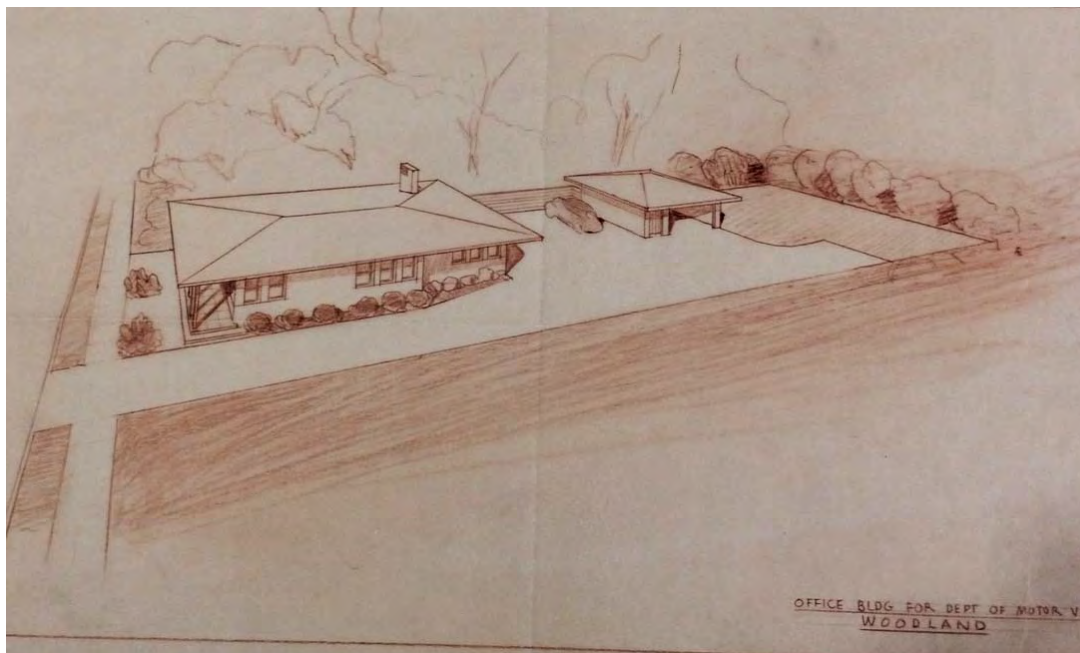


Figure 2: Eichler design for the Woodland DMV Office, 1935 (Courtesy California State Archives, Department of Public Works, Division of Architecture, Design Section).

The rendering of the DMV office carried out by Eichler in 1935 does not entirely represent the building that was ultimately built in Woodland. The main difference appears to be that the front facade does not have such a prominent roofline extending towards Main Street, creating a veranda. Also, the rear garage was either never built or incorporated into the late carports. Another building that bears a striking resemblance to 1017 Main Street was the Marysville DMV office, designed by Eichler in 1936 (Figure 3). The Marysville DMV and Highway Patrol Office exhibited a similar massing and arrangement of doors and windows as the Woodland DMV and Highway Patrol Office. Both buildings had a single garage in the rear.

⁴ Online Archives of California Website. "Finding Aid for the Alfred Eichler Papers, circa 1914-circa 1963." http://www.oac.cdlib.org/findaid/ark:/13030/c8cv4grq/entire_text/, Accessed September 2015.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):



Figure 3: Eichler design for the Marysville DMV and Highway Patrol Office, 1936 (Courtesy California State Archives, Dept. of Public Works, Division of Architecture, Design Section, F3274.206).

Figures 4 and 5 depict two of Eichler's more elaborate designs for DMV and Highway Patrol Offices in the mid-1930s.

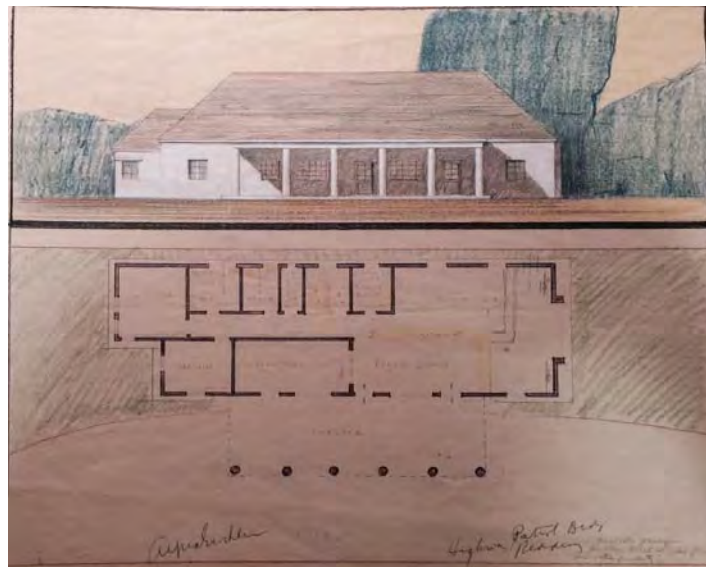


Figure 4: Eichler design for the Redding Highway Patrol Office, 1936 (Courtesy California State Archives, Dept. of Public Works, Division of Architecture, Design Section).

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):



*Figure 5: Eichler design for the Pasadena Highway Patrol Office, 1936
(Courtesy California State Archives, Dept. of Public Works,
Division of Architecture, Design Section).*

With the 1931 stand-alone status of the DMV as a formal department, new offices were planned for various cities throughout California. Architectural designs were prepared under the auspices of the California State Architect's office, and through funds secured through appropriations for each fiscal year.



Figure 6: Former DMV office, 411 N. Hunter Street, Stockton, CA.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):



Figure 7: Former shared DMV and Highway Patrol Office, San Rafael, CA, during the flood of 1945.



Figure 8: 1960s era DMV Office, Pasadena, CA.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

The Woodland, Marysville, and Stockton DMV/Highway Patrol offices were built during the Great Depression, a period of time when the state incurred budget shortfalls and funding was tempered by the location and function of the building. Certainly the Woodland and Marysville offices were designed largely for their function and minimal cost to construct. Exterior walls and fenestration were plain, lacking any ornamentation or unique architectural features.

The functionality or usefulness of the Woodland office gradually declined after World War II, largely due to the increase of people driving automobiles in California, increased demand for licenses, and the centralization of the California Highway Patrol in Sacramento. On April 1, 1974 the State of California, through the acting Director of General Services, quitclaimed to the City of Woodland the following described property in Woodland, Yolo County, California:

Commencing at a point in the north line of Main Street, said point being located 63.5 feet west of the southwest corner of Block 2 of Elliot's Eastern Addition to the City of Woodland; thence west along the north line of Main Street 50 feet, more or less, to the southeast corner of a tract of land now or formerly owned by Woodland School District; thence north along the east line of the land of the Woodland School District 200.05 feet to a tract of land now or formerly owned by Woodland School District; thence along said line east and parallel to the north line of Main Street, 50 feet to a point; thence south 200.05 feet, more or less, to the point of commencement.⁵

The conveyance was subject to the express condition that the real property conveyed be used only for park and recreation purposes for a period of twenty-five years. The property conveyed was the southeast corner of the land at Freeman Park located at 1017 Main Street. As result of the conveyance, the former Woodland DMV/Highway Patrol office would be adapted in the 1970s to serve the City of Woodland as the Woodland Toy Library over the past four decades.

REGULATORY FRAMEWORK

NRHP Criteria

Criterion A: Event

Properties can be eligible for the National Register if they are associated with events that have made a significant contribution to the broad patterns of our history.

Criterion B: Person

Properties may be eligible for the National Register if they are associated with the lives of persons significant in our past.

Criterion C: Design/Construction

Properties may be eligible for the National Register if they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.

⁵ Yolo County Recorder's Office. Official Deeds, Book 1101, Page 295-296. April 1, 1974.

BUILDING, STRUCTURE, AND OBJECT RECORD

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

Criterion D: Information Potential

Properties may be eligible for the National Register if they have yielded, or may be likely to yield, information important in prehistory or history. As the National Register points out, “when evaluated within its historic context, a property must be shown to be significant for one or more of the four Criteria for Evaluation - A, B, C, or D.” The rationale for judging a property’s significance and, ultimately, its eligibility under the Criteria is its historic context and integrity. The use of historic context allows a property to be properly evaluated in a variety of ways. The key to determining whether the characteristics or associations of a particular property are significant is to consider the property within its proper historic context.⁶

CEQA and CRHR Criteria

The regulatory framework for this historic resource study and the evaluation lies within the guidelines imposed for the California Environmental Quality Act (CEQA) and the California Register of Historic Resources (CRHR) under Public Resources Code section 5024.1. CEQA guidelines define a significant cultural resource as “a resource listed in or eligible for listing on the CRHR. A historical resource may be eligible for inclusion in the CRHR if it:

1. Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important to prehistory or history.

Even if a resource is not listed in, or determined eligible for listing in, the CRHR, the lead agency may consider the resource to be an “historical resource” for the purposes of CEQA provided that the lead agency determination is supported by substantial evidence (CEQA Guidelines 14 CCR 15064.5).

According to the state guidelines, a project with an effect that may cause a substantial adverse change in the significance of a historical resource or a unique archaeological resource is a project that may have a significant effect on the environment (14 CCR 15064.5[b]). CEQA further states that a substantial adverse change in the significance of a resource means the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired. Actions that would materially impair the significance of a historical resource are any actions that would demolish or adversely alter those physical characteristics of a historical resource that convey its significance and qualify it for inclusion in the CRHR or in a local register or survey that meet the requirements of PRC 5020.1(k) and 5024.1(g).

City of Woodland Standards for Historic Designation

In addition, the City of Woodland Sec. 12A-3-1. Standards for designation of historical landmarks, historical districts, and historical resources was taken into consideration. The standard is as follows:

(a) A building, structure, object, or particular place may be designated for preservation as a landmark if it meets one or more of the following criteria:

(1) Historical Importance. The building, structure, object, particular place, vegetation or geology, has character, interest of value, as part of the development, heritage or cultural characteristics of the city, state or nation; or is the site of an historic event with an effect upon society; or is identified with a person or group of persons who had some influence on society; or exemplifies the cultural, political, economic, social or historic heritage of the community.

⁶ USDI, National Park Service. National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation, n.d.

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*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

(2) Architectural Importance. The building, structure, object, or particular place exemplifies the environment of a group of people in an era of history characterized by distinctive architectural style; or embodies those distinguishing characteristics of an architectural type specimen; or is the work of an architect or master builder whose individual work has influenced the development of the area; or contains elements of architectural design, detail, materials or craftsmanship which represent a significant innovation.

(b) An area may be designated as an historical district which it includes at least two designated historical landmarks in such proximity that they create a setting historically or culturally significant to the local community, the state, or the nation, sufficiently distinguishable from other areas of the city to warrant preservation by such means. Such districts may include structures and sites that individually do not meet criteria for landmark status but which geographically and visually are located so as to be part of the setting in which the other structures are viewed.

(c) The city council shall approve and maintain a historical resources list. A building, structure, or object may be included on the list as a historical resource if, in the determination of the city council, it satisfies the historical preservation commission's historical resources inventory study list evaluation criteria. (Ord. No. 1004, § 2 (part); Ord. No. 1310, § 3 (part).)

INTEGRITY CRITERIA

Determining the significance of 1001 and 1017 Main Street is predicated on the property retaining a sufficient level of integrity in order to convey its historic significance. Integrity is defined by the National Park Service as follows:

Location

Location is the place where the historic property was constructed or the place where the historic event occurred. The relationship between the property and its location is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved.

Design

Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property (or its significant alteration) and applies to activities as diverse as community planning, engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials. A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing; and arrangement and type of plantings in a designed landscape. Design can also apply to districts, whether they are important primarily for historic association, architectural value, information potential, or a combination thereof. For districts significant primarily for historic association or architectural value, design concerns more than just the individual buildings or structures located within the boundaries. It also applies to the way in which buildings, sites, or structures are related: for example, spatial relationships between major features; visual rhythms in a streetscape or landscape plantings; the layout and materials of walkways and roads; and the relationship of other features, such as statues, water fountains, and archeological sites.

Setting

Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the *character* of the place in which the property played its historical role. It involves *how*, not just *where*, the property is situated and its relationship to surrounding features and open space.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 11 of 15

*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences.

The physical features that constitute the setting of a historic property can be either natural or manmade, including such elements as:

- Topographic features (a gorge or the crest of a hill);
- Vegetation;
- Simple manmade features (paths or fences); and
- Relationships between buildings and other features or open space.

These features and their relationships should be examined not only within the exact boundaries of the property, but also between the property and its *surroundings*. This is particularly important for districts.

Materials

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveal the preferences of those who created the property and indicate the availability of particular types of materials and technologies. Indigenous materials are often the focus of regional building traditions and thereby help define an area's sense of time and place.

A property must retain the key exterior materials dating from the period of its historic significance. If the property has been rehabilitated, the historic materials and significant features must have been preserved. The property must also be an actual historic resource, not a recreation; a recent structure fabricated to look historic is not eligible. Likewise, a property whose historic features and materials have been lost and then reconstructed is usually not eligible (refer to Criteria Consideration E in Part VII: *How to Apply the Criteria Considerations* for the conditions under which a reconstructed property can be eligible.)

Workmanship

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques. Workmanship is important because it can furnish evidence of the technology of a craft, illustrate the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery.

Feeling

Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate the feeling of agricultural life in the 19th century. A grouping of prehistoric petroglyphs, unmarred by graffiti and intrusions and located on its original isolated bluff, can evoke a sense of tribal spiritual life.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 12 of 15

*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

Association

Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield whose natural and manmade elements have remained intact since the 18th century will retain its quality of association with the battle. Because feeling and association depend on individual perceptions, their retention *alone* is never sufficient to support eligibility of a property for the National Register.

DETERMINATION OF INTEGRITY AND ELIGIBILITY

Location - The former DMV/Highway Patrol Office retains its original location.

Design - The DMV/Highway Patrol Office has largely retained its original design with the exception of additions to the original structure in the rear, which included adding carports after 1950.

Setting - During the 1950s, a motel was built on the site of a nineteenth century residence east of the DMV/Highway Patrol Office, altering the original setting, which once had a much larger setback to the east.

Materials - With the exception of the addition to the rear of the former DMV/Highway Patrol Office, most of its original materials still remain.

Workmanship - The workmanship of the former DMV/Highway Patrol Office remains largely intact.

Feeling - The overall feeling of the former DMV/Highway Patrol Office is relatively good.

Association - The association of the former DMV/Highway Patrol Office is diminished, due to its abandonment as a state office and later use as a toy library.

EVALUATION CRITERIA

Is the former DMV/Highway Patrol Office (1017 Main Street) eligible for the NRHP? No.

1017 Main Street represents a very austere former state-owned office used by the DMV/Highway Patrol from 1936-37 through the 1960s. The building was designed by a prolific California State Architect, Alfred W. Eichler. Because Eichler's career with the state lasted for almost five decades, he was instrumental in designing hundreds of buildings in the state, many of which still remain. With exception of some modest door replacements and a large rear addition (carport), the building retains good integrity. Under NRHP Criterion A, the DMV/Highway Patrol office played an important role in the acquisition of drivers licenses and car registration and served as a branch office for the highway patrol. This association, however, is not well represented in any documentation, which suggests its value to the public was no lesser or greater than other similar offices covering the state, with the main office in Sacramento. The value of the office appears to have diminished after World War II, due to proliferation of automobilists and the size of the office. The centralization of the highway patrol in Sacramento also led to the eventual abandonment of the office. Therefore, the DMV/Highway Patrol Offices does not appear to be significant under NRHP Criterion A. Under NRHP Criterion B, no documentation exists to connect the office to a person or persons of significance locally, regionally, or statewide. Under Criterion C, although the office was designed by Alfred A. Eichler, a renowned California architect, Eichler was responsible for numerous other office buildings of much more importance, both in their architectural design and function. He was also the designer of the historic Tower Bridge in Sacramento, which is listed on the NRHP. The architectural design of the building, principally a rectangular brick box, does not have important artistic merit or a high degree of workmanship. Therefore, the DMV/Highway Patrol Office does not appear to eligible for the NRHP under Criterion C. The subject property has no information or scientific data potential under NRHP Criterion D.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 13 of 15

*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. Significance (Continued):

Is the former DMV/Highway Patrol Office (1017 Main Street) eligible for CEQA and the CRHR? No.

1017 Main Street represents a very austere former state-owned office used by the DMV/Highway Patrol from 1936-37 through the 1960s. The building was designed by a prolific California State Architect, Alfred W. Eichler. Because Eichler's career with the state last for almost five decades, he was instrumental in designing hundreds of buildings in the state, many of which still remain. With the exception of some modest door replacements and a large rear addition (carport), the building retains good integrity. Under NRHP Criterion A, the DMV/Highway Patrol office played an important role in the acquisition of drivers licenses and car registration and served as a branch office for the highway patrol. This association, however, is not well represented in any documentation, which suggests its value to the public was no lesser or greater than other similar offices covering the state, with the main office in Sacramento. The value of the office appears to have diminished after World War II, due to proliferation of automobilists and the size of the office. The centralization of the highway patrol in Sacramento also led to the eventual abandonment of the office. Therefore, the DMV/Highway Patrol Offices does not appear to be significant under CRHR Criterion 1. Under CRHR Criterion 2, no documentation exists to connect the office to a person or persons of significance locally, regionally, or statewide. Under CRHR Criterion 3, although the office was designed by Alfred A. Eichler, a renowned California architect, Eichler was responsible for numerous other office buildings of much more importance, both in their architectural design and function. He was also the designer of the historic Tower Bridge in Sacramento, which is listed on the CRHR and NRHP. The architectural design of the building, principally a rectangular brick box, does not have important artistic merit or a high degree of workmanship. Therefore, the DMV/Highway Patrol Office does not appear to eligible for the CRHR under Criterion 3. The subject property has no information or scientific data potential under CRHR Criterion 4.

Is the former DMV/Highway Patrol Office (1017 Main Street) a significant resource per the City of Woodland Sec. 12A-3-1- Standards for designation of historical landmarks, historical districts and historical resources? No.

In order for any historical property to be designated, it must retain adequate integrity to convey its significance. The former State DMV/Highway Patrol Office does retain good integrity. Built in 1936-37 and used as a state office through the 1960s, the building was designed by a prolific California State Architect, Alfred W. Eichler. Because Eichler's career with the state last for almost five decades, he was instrumental in designing hundreds of buildings in the state, many of which still remain. The DMV/Highway Patrol office played an important local role for citizens to obtain driver's licenses and register vehicles. For a time the building also served as a small branch office for the California Highway Patrol. This association, however, is not well represented in any documentation, which suggests its value to the public was no lesser or greater than other similar offices covering the state, with the main office in Sacramento. The value of the office appears to have diminished after World War II, due to proliferation of automobilists and the size of the office. The centralization of the highway patrol in Sacramento also led to the eventual abandonment of the office. The architectural design of the building, principally a rectangular brick box, does not have important artistic merit or a high degree of workmanship. Nor does the building represent a significant element to the local or county governmental history of Woodland, as does the historic County Courthouse. Therefore, the former DMV/Highway Patrol Office does not appear to warrant historic designation as a landmark, individual property, or historic district.

SIGNIFICANCE SUMMARY STATEMENT

The Woodland Branch of the DMV/California Highway Patrol, located at 1017 Main Street does not warrant designation as a significant historic resource under the NRHP, CRHR, as a City of Woodland Landmark individual resource, or as part of a historic district.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 14 of 15

*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. References (Continued):

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BUILDING, STRUCTURE, AND OBJECT RECORD

Page 15 of 15

*Resource Name or #: (Assigned by recorder) 1017 Main Street

NRHP Status Code: 6Z

B12. References (Continued):

Trapp, Kenneth, ed. *The Arts and Crafts Movement in California: Living the Good Life*, New York: Abbeville Press Publishers. 1993.

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Primary Records

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California State Archives, Sacramento, California.

California State Library, History Room, Sacramento, California.

U.C. Davis Special Collections, Davis, California.

U.C. Davis Map Library, Davis, California

United States Federal Census. Woodland, Yolo County, California.

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Yolo County Tax Assessor's Office. Official Records. Woodland, California.

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Yolo County Archives, Woodland, California.

Maps

Assessor Parcel Maps, Yolo County, California.

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USGS 7.5' *Woodland, California* Topographic Quadrangle 1952, revised 1981.

PHOTOGRAPH RECORD
1001 and 1017 Main Street, Woodland, California
September 2015



Photograph 1: View from Main Street looking northeast towards 1017 Main Street (Woodland Toy Library), formerly the California State Department of Motor Vehicles (DMV) and Highway Patrol Office.



Photograph 2: View looking north at the front or south facade of 1017 Main Street.



Photograph 3: View looking east at the west facade of 1017 Main Street and the main entrance to the Woodland Toy Library.



Photograph 4: View looking south at the east elevation of 1017 Main Street with the new County Courthouse in the background of the photograph.



Photograph 5: View looking east down Main Street with 1017 Main Street on the left.



Photograph 6: View looking north at Freeman Park restrooms and 1017 Main Street on the right.



Photograph 7: View of the right front facade of 1017 Main Street showing brick and window detail.



Photograph 8: View looking northwest at the left front facade of 1017 Main Street.



*Photograph 9: View looking north at the east elevation of 1017 Main Street.
The building on the right is the Budget Inn, located at 1021 Main Street.*



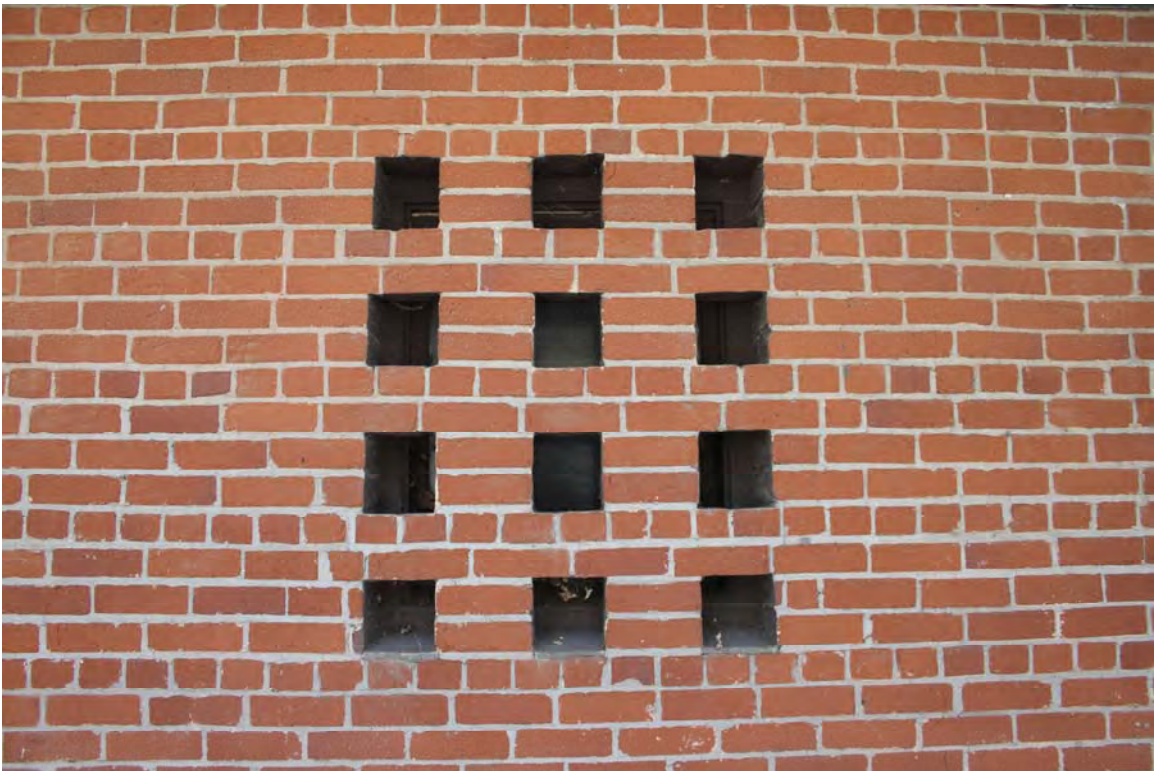
Photograph 10: View of the replaced front entry door, looking east.



Photograph 11: Close-up of window details showing the double-hung windows covered by contemporary security screens.



Photograph 12: View of the east elevation of the building.



Photograph 13: Linear vents in the brick exterior facade.



Photograph 14: View looking south through the parking lot of Freeman Park towards 1017 Main Street on the left and the new County Courthouse on the right.



Photograph 15: View looking east from Freeman Park at the rear addition (parking bays) for 1017 Main Street. The addition was completed after 1949-1950.



Photograph 16: Another view looking southeast at 1017 Main Street from Freeman Park.



Photograph 17: View looking south across the right or east side of Freeman Park towards the new County Courthouse.



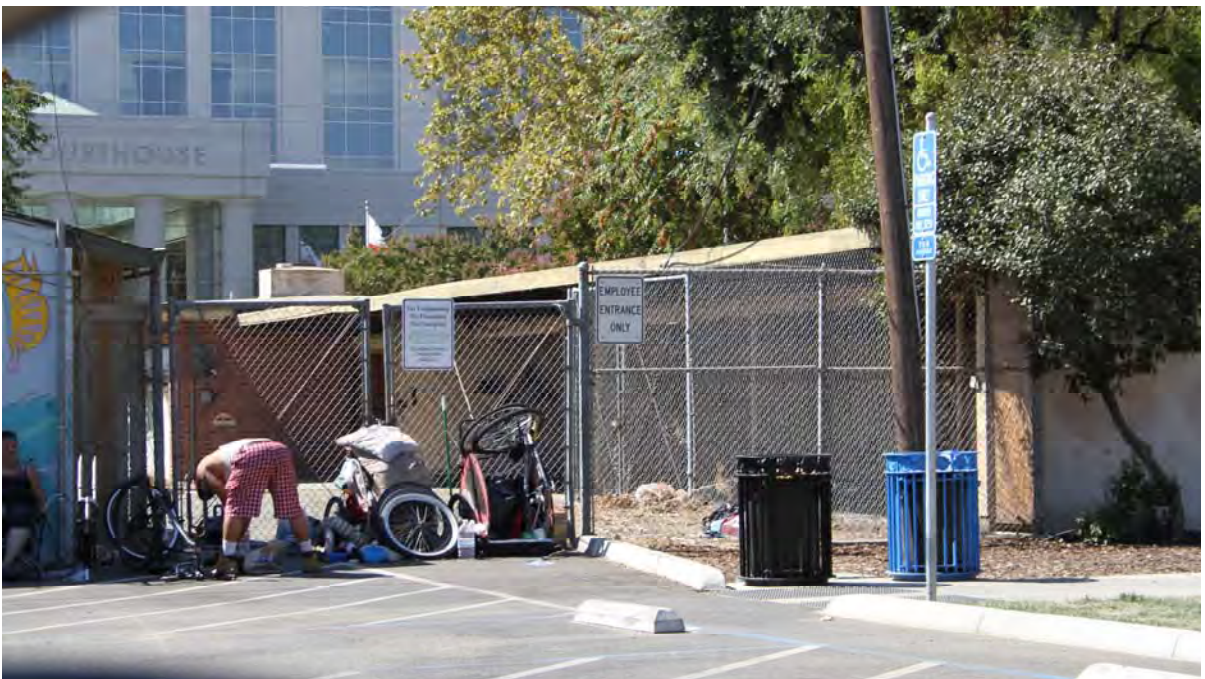
Photograph 18: View looking south across Freeman Park towards the new walkways and restrooms with 1017 Main Street in the distance.



Photograph 19: View looking southwest from the rear parking area towards the Freeman Park restrooms and the rear of 1017 Main Street.



Photograph 20: View looking east at the west elevation of the addition to 1017 Main Street.



Photograph 21: View looking south at the gated rear entrance to 1017 Main Street from the rear parking area.



Photograph 22: View looking south inside the gated and fenced courtyard behind 1017 Main Street. The carports or bays on the right are later additions.



Photograph 23: View looking north across 1001 Main Street (Freeman Park) from Main Street.



Photograph 24: View looking northwest across Freeman Park from Main Street.



Photograph 25: View looking northeast across Freeman Park from Main Street.



Photograph 26: Close-up of the gazebo in Freeman Park, built in 2001.



Photograph 27: View looking northwest across Freeman Park at contemporary concrete benches. The original Neo-Classical seating was designed by the Works Progress Administration (WPA) in 1936. All of the original park furniture has since been removed.

Legislation Text

10.

File #: 16-415, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Appointments, Reappointments and Resignations of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider the appointment and reappointment and accept the resignations of members to the various Boards and Commissions.

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

The following members have been contacted and are interested in serving another term in their respective Board/Commission. Council is asked to consider the reappointment of the following members:

<u>Member</u>	<u>Board/Commission</u>	<u>Term Ending</u>
Don Campbell	Commission on Aging	Dec. 31, 2019
Wayne Ginsburg	MHFPC	June 30, 2017
Lorna Carriveau	Personnel Board	Dec. 31, 2018
David Loth	Personnel Board	Dec. 31, 2018
Letha Sines	Personnel Board	Dec. 31, 2018

Staff has received resignations from the following members and Council is asked to accept the following resignations:

Carla Sanborn	Commission on Aging
Edgar Lampkin	Library Board
Gary Sandy	Manufactured Fair Practices Commission (MHFPC)
Ruben Morales	Parks & Recreation Commission

Staff has also received applications for the Commission on Aging and Parks & Recreation Commission vacancies. At this time, staff is recommending the following appointments:

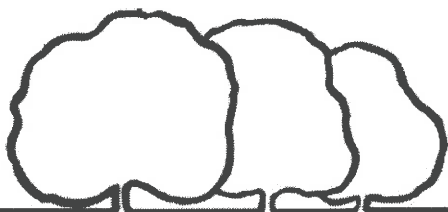
<u>Member</u>	<u>Board/Commission</u>	<u>Term Ending</u>
Melody Parker	Commission on Aging	Dec. 31, 2019
Leigh Ann Hartman	Parks & Recreation Commission	Dec. 31, 2019

Prepared by: Ana Gonzalez
City Clerk

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment: Applications



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM

(please print)

Name: MELODY R. PARKER Address: 35 W. CLOVER ST.

APT # F-4 WOODLAND

Home/Contact Telephone Number: 530-662-0461

Work Telephone Number: N/A

E-Mail Addresses melodyangel@rocketmail.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☒ Home Address

☒ Home Phone Number

☒ E-Mail Address

N/A Work Phone Number

N/A Work Address

☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

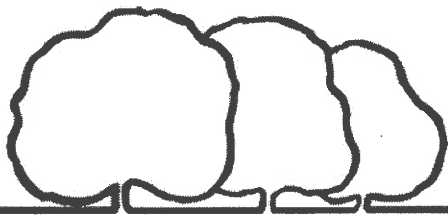
Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____

RECEIVED

JUN 08 2015

CITY CLERK'S OFFICE



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

MELODY R. PARKER

My first choice is for appointment to the Commission on Aging
Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Parks and Recreation Commission

☐ Commission on Aging

☐ Personnel Board

☐ Historical Preservation Commission

☐ Planning Commission

☒ Library Board of Trustees

☐ Traffic Safety Commission

☐ Manufactured Homes Fair Practices Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes X No

If yes, please state which _____

Employment experience: REGISTERED NURSE
WOODLAND SKILLED NURSING HOME 1987
HILLHAVEN REHABILITATION CENTER 1989-1994
RETIRED 2006

Organization and community activity experience: _____
FORMER TRAFFIC COMMISSIONER 2007
ACTIVE CHURCH MEMBER
MEMBER ARTHRITIS SUPPORT GROUP

Other experience you have had which would help Council with a decision as to your qualifications to serve: SENIOR CITIZEN AGE 70
EXTENSIVE KNOWLEDGE AND EXPERIENCE WITH
GERIATRIC PROBLEMS AND POPULATION

Educational background and other training: A.A. DEGREE NURSING;
REGISTERED NURSE LICENSED IN WI, HI, AZ, FL,
AND CA. COMPUTER TRAINING WOODLAND J.C.
STAFF DEVELOPMENT CO-ORDINATOR CA CERT.

Why are you interested in serving on a City Board or Commission? _____
GOOD PREVIOUS EXPERIENCE ON TRAFFIC COMMISSION
LIVING AS A SENIOR CITIZEN WITH AWARENESS OF
SPECIFIC PROBLEMS; WANT TO WORK ON SOLUTIONS

Please provide information on two personal or professional references:

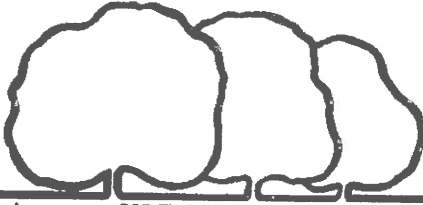
Name	Address	Phone No.
MRS. DONNA MARTIN, R.N.	918 SYCAMORE LN.	530-666-3169
MRS. MAUDIE SCNAIBLE	1629 COLLEGE ST.	530-661-3625

Melody R. Parker, R.N. _____ 06-01-15
Signature of Applicant Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM (please print)

Name: Leigh Ann Hartman Address: _____

Home/Contact Telephone Number: _____

Work Telephone Number: _____

E-Mail Addresses

leighannhartman@gmail.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☐ Home Address

☐ Work Phone Number

☐ Home Phone Number

☐ Work Address

☒ E-Mail Address

☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

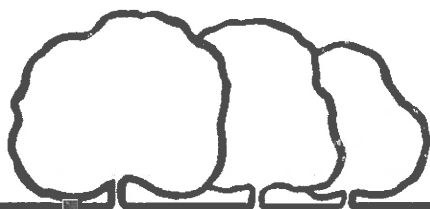
Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____

RECEIVED

FEB 16 2016

CITY CLERK'S OFFICE



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Leigh Ann Hartman

My first choice is for appointment to the Parks and Recreation Commission
Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Parks and Recreation Commission

☐ Commission on Aging

☐ Personnel Board

☒ Historical Preservation Commission

☐ Planning Commission

☐ Library Board of Trustees

☐ Traffic Safety Commission

☐ Manufactured Homes Fair Practices Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes x No

If yes, please state which _____

Employment experience: For the past 13 years I have worked in higher education fundraising, alumni relations, development, and event planning. I spent 7 years as a Development Director for the Kansas University School of Engineering before moving back to California (I grew up in Redding) Currently, I lead the Development and External Relations team at the UC Davis

Graduate School of Management.

Organization and community activity experience: I currently serve as a Board Member of the Woodland Recreation Foundation. My family and I take advantage of many of the activities offered through Parks and Community Services such as swim lessons. Movies on Main, Food Truck Mania, and the 4th of July Bike Parade. You can also find us nearly every weekend at City Park which is just three blocks from where we live.

Other experience you have had which would help Council with a decision as to your qualifications to serve:

My father is retired Parks and Rec Director, so I grew up participating in community activities and lessons. This experience actually led me to obtaining a volleyball scholarship in College.

Educational background and other training: I have a master's degree in business admin (MBA) with an emphasis in management. I have a Bachelor's degree with a dual emphasis in Marketing and Management. I've also participated in a number of leadership and professional development opportunities through my employers.

Why are you interested in serving on a City Board or Commission?

I'm raising 2 children in Woodland (ages 11 mo and 4), and I care about the quality and access of our City programs. I enjoy improving and creating things. I believe I can be a resource to the Department and offer a perspective as not only someone who recently moved to Woodland (2 years ago), but as someone raising a family and establishing roots in the community.

Please provide information on two personal or professional references:

Name	Address	Phone No.
Dr. Angela Stopper	915 Lucena Ct., Davis, CA	814-360-8178 or 530-752-7240
Mrs. Katie Wilmot	410 Mallard Drive, Woodland	530-908-5008


Signature of Applicant

2/16/14
Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

Legislation Text

11.

File #: 16-401, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: Award Construction Contract for 2016 Road Maintenance Project, CIP 16-01

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, to award the construction contract in the amount of \$1,667,739.13 for the base bid plus Alternates A and B to Intermountain Slurry Seal, Inc. for the 2016 Road Maintenance Project, CIP 16-01, authorize a contract contingency up to 20%, and authorize the City Engineer to execute the construction contract and change orders; and
2. Authorize the reallocation of \$150,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the 2016 Road Maintenance Project, CIP 16-01, to fund costs associated with water conflicts with the project; and
3. Appropriate \$110,000 of additional Measure E Funds to the project to fund two bid alternates; and
4. Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$295,250 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 10% of the agreement amount.

Staff ContactDiana R. Ayon, Associate Civil Engineer - (530) 661-5967, diana.ayon@cityofwoodland.org**Fiscal Impact**

The total project budget is \$2,100,000 with funding from Measure E and identified in the current Capital Budget as CIP 16-01. The project has \$1,400,000 appropriated in the current fiscal year and \$700,000 identified for FY17 which will be appropriated with the Capital Budget adoption this spring. This project funding is consistent with the current approved Capital Budget and the Measure E Spending Plan.

Staff is requesting that Council authorize the reallocation of \$150,000 of Water Enterprise Funds from the Water System Leak Detection and Repair Project, CIP 09-23, to the subject project to fund costs associated with water utility conflicts. Staff is also requesting that \$110,000 of additional Measure E Funds be appropriated to this project to allow the award of two bid alternates. These changes will bring the total project budget to \$2,360,000.

The difference between the total project budget and the amounts for the construction contract and consultant services is the amount budgeted for design and construction contingency.

There is no impact to the General Fund.

Background

In 2006, voters approved the Measure E, ½ cent sales tax, along with advisory measures to identify voter preferences for use of those tax proceeds. Under the advisory measures, road maintenance and repair received the second highest voter response. Accordingly, staff identified a pavement management program that included annual road maintenance projects and periodic road rehabilitation projects for the Capital Budget. This project is the fifth road maintenance project funded by Measure E.

The project scope is to perform pavement maintenance seals in Zones 1 and 2 of the City. This is the area bound by Main Street, CR98, East Street, and the north City limits. The work is primarily on local streets with some work on collector streets.

A publication from the Federal Highways Administration and Department of Justice (FHWA/DOJ) requires that all projects performing specific roadway improvements install ADA compliant curb ramps within the project area. Compliance with this requirement added over \$400,000 in construction and water system modification costs to this project.

Discussion

On February 2, 2016, Council approved plans and specifications for the project, and the bid period commenced. The Engineer's estimate of construction cost for the base bid was \$1,500,000 and for the base bid plus all additive alternates was \$2,100,000.

On March 3, 2016, the City received five bids for construction of the project. Staff has performed due diligence in reviewing the bids and four of the bids comply with the technical submittal requirements. The fifth bid from VSS International, Inc. was determined to be non-responsive due to an incomplete bid schedule. The City received the following four responsive bids:

Bidder's Name	Base Bid Amount	Base Bid Plus All Additive Alternates
Intermountain Slurry Seal, Inc.	\$1,577,872.29	\$2,171,431.60
California Pavement Maintenance Company, Inc.	\$1,772,011.12	\$2,363,621.63
Telfer Pavement Technologies, LLC	\$1,795,315.37	\$2,264,488.70
Pavement Coatings Company	\$1,948,410.00	\$2,647,114.68

Intermountain Slurry Seal, Inc. has been determined to be the lowest responsible, responsive bidder, which per the bidding documents, was determined by the base bid amount.

The project was bid with the following six additive alternates:

- Alternate A: W. Beamer Street - County Road 98 to N. Cottonwood Street (\$61,956.40)
- Alternate B: Woodland Avenue - Mariposa Street to N. West Street (\$27,910.44)
- Alternate C: Buckeye Street - Cottonwood Street to West Street (\$91,782.20)
- Alternate D: Clover Street - West Street to Walnut Street (\$79,657.42)
- Alternate E: Additional Water System Improvements (\$106,600.00)

- Alternate F: Cost Difference for Black Aggregate (\$225,652.85)

Staff is requesting that the contract award include Alternates A and B as the value of this work goes beyond simply maintaining these streets. The improvements will calm travel speeds and improve the bicycle facilities along two highly traveled safe routes to school.

The improvements included on Beamer Street (Alternate A) will narrow the existing travel lanes and add buffered bike lanes to the section between CR98 and Cottonwood Street. The alternate for Woodland Avenue (Alternate B) will reduce travel lanes between Mariposa Street and West Street and create a defined bike lane between the existing parking lanes and travel lanes. The improvements will be similar to what is currently installed on Sixth Street south of Gibson.

Alternates C and D (Buckeye and Clover streets) are not recommended as they are pavement repair for water system work that has been delayed to a future year. The aging and failing water mains in the street and at the back of walk on these two streets require significant trenching through the street. Unfortunately, staff was not able to complete this waterline work ahead of the paving schedule due to workload. The waterline work is scheduled to be complete in the next two years and when it is finished, pavement repairs will be done at that time.

Alternates E and F are not recommended due to limited available project funding. Alternate E was miscellaneous waterline work that might have been included had the overall bid prices been lower. Alternate F was proposed to use black aggregate in lieu of the standard aggregate. Black aggregate has a slightly different gradation than standard aggregate making it desirable for use on some streets. However, the significant price increase associated with the change results in a negative cost-benefit ratio.

To fund these alternates, staff is requesting that Council authorize the appropriation of \$110,000 of additional Measure E funding to the project to cover the bid alternate cost plus contingency.

The 2016 Road Maintenance Project is the first Woodland project affected by the FHWA/DOJ requirements to install curb ramps within the project area. Constructing the required curb ramps will result in conflicts with shallow water lines at many locations. In past, small ADA ramp projects, water system conflicts were resolved by City Operations and Maintenance crews during project construction. Many of the current project conflicts are being resolved by City staff. However, given the small crew size and high demand on their time, modifying the water system for all ramps is not feasible and some work must be done by the contractor.

Additionally, there are a significant number of water system valve boxes within the roadways that will be raised to grade during construction. Until 2010, water valves were not raised to grade during surface seal projects. The result of this practice is that many valves look like potholes and many are as much as 6" lower than the roadway surface. This condition results in damage to the valve boxes and lids and can damage the water valves directly.

To fund these water improvements, staff is requesting that Council authorize the reallocation of \$150,000 of Water Enterprise Funds from the Water System Leak Detection and Repair Project, CIP 09-23 to the Road Maintenance Project CIP 16-01.

To provide adequate construction management and specialized inspection services for the project, staff is requesting that Council approve a consultant services agreement with Associated Engineering Consultants, Inc.

Staff is requesting that Council approve a construction contract contingency up to 20% and a consultant agreement contingency up to 10% to account for unforeseen conditions and additional work associated with constructing curb ramps.

Staff anticipates construction starting in April and completion in Fall 2016.

Conclusion

Staff recommends that the City Council:

1. Adopt Resolution No. _____, to award the construction contract in the amount of \$1,667,739.13 for the base bid plus Alternates A and B to Intermountain Slurry Seal, Inc. for the 2016 Road Maintenance Project, CIP 16-01, authorize a contract contingency up to 20%, and authorize the City Engineer to execute the construction contract and change orders; and
2. Authorize the reallocation of \$150,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the 2016 Road Maintenance Project, CIP 16-01, to fund costs associated with water conflicts with the project; and
3. Appropriate \$110,000 of additional Measure E Funds to the project to fund two bid alternates; and
4. Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$295,250 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 10% of the agreement amount.

Prepared by: Diana R. Ayon, Associate Civil Engineer

Reviewed by: Katie Wurzel, Principal Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution

Attachment B - Consultant Agreement for Construction Management and Inspection Services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
REALLOCATING \$150,000 OF WATER ENTERPRISE FUNDING, APPROPRIATING
\$110,000 OF ADDITIONAL MEASURE E FUNDING AND APPROVING A
CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE 2016
ROAD MAINTENANCE PROJECT, CIP 16-01**

WHEREAS, the City of Woodland has \$2,100,000 in Measure E funds identified in the Capital Budget to maintain and extend the life of Woodland's street network, referred to as the 2016 Road Maintenance Project, CIP 16-01 (the "Project"); and

WHEREAS, the Federal Highway Administration and Department of Justice published a directive that all surfacing projects awarded after July 1, 2014 that perform certain roadway improvements must improve all corner ramps within the project limits; and

WHEREAS, the construction of corner ramps results in water system conflicts due to shallow utilities that must be relocated; and

WHEREAS, the City Council wishes to reallocate to the Project, \$150,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to fund costs associated with water conflicts and bringing the total project budget to \$2,250,000; and

WHEREAS, the City Council approved the plans and specifications and authorized bid advertisement on February 2, 2016; and

WHEREAS, the City opened bids on March 3, 2016, and of the five received bids, the lowest responsive, responsible bidder was Intermountain Slurry Seal, Inc. determined by their base bid amount of \$1,577,872.29; and

WHEREAS, the City wishes to deem the bid submitted by VSS International, Inc. as non-responsive due to an incomplete bid schedule; and

WHEREAS, the City wishes to award the construction contract for the base bid plus Alternates A and B to Intermountain Slurry Seal, Inc. in the amount of \$1,667,739.13 and authorize a contingency up to 20%; and

WHEREAS, the City wishes to appropriate \$110,000 of additional Measure E funding to the project to fund the bid alternates; and

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected by a qualifications based selection process; and

WHEREAS, the City wishes to approve the consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$295,250 and authorize a contingency up to 10%; and

WHEREAS, the City Council wishes to approve the construction contract with Intermountain Slurry Seal, Inc. and the agreement with Associated Engineering Consultants, Inc. and authorize their execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the construction contract with Intermountain Slurry Seal, Inc. in the amount of \$1,667,739.13. The City Engineer is hereby authorized and directed to execute the contract and change orders up to 20% of the original contract amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby authorizes the reallocation of \$150,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the 2016 Road Maintenance Project, CIP 16-01.

Section 3. The City Council hereby authorizes the appropriation of \$110,000 of additional Measure E funding to the 2016 Road Maintenance Project, CIP 16-01.

Section 4. The City Council hereby approves the consultant services agreement with Associated Engineering Consultants, Inc. in the amount of \$295,250. The City Engineer is hereby authorized and directed to execute the agreement and amendments up to 10% of the original agreement amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 5. Copies of the Construction Contract and Consultant Agreement for Construction Management and Inspection Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Associated Engineering Consultants, Inc.

February 19, 2016

Job No. 16-041

City of Woodland
Public Works Department
300 First Street
Woodland, CA 95695

Attn: Ms. Katie Wurzel, P.E., T.E.
Principal Civil Engineer

Subject: Proposal for Construction Management Services
2016 Road Maintenance Project CIP# 16-01

Ms. Wurzel,

Associated Engineering Consultants, Inc. (AEC) is pleased to submit this Proposal to provide Construction Management Services for the subject project.

Included on our team are individuals who are knowledgeable in every aspect of pavement rehabilitation, construction management, material sampling and testing. As AEC's Vice President in charge of Construction Services, I will serve as managing principal on this project and represent the point of contact for the City and AEC.

We have included forty hours of project support as Task-1 within this proposal to assist the City with project startup prior to the execution of the construction contract. If you choose not to utilize Task-1, it can be deducted from the contract either partially or as a whole.

Associated Engineering Consultants, Inc. is a State of California certified Microbusiness, DGS Ref# 25559.

We appreciate the opportunity to submit this proposal for construction management services, and look forward to working with you on this project.

Sincerely,
ASSOCIATED ENGINEERING CONSULTANTS, INC.

Mark E. Burlew
Principal Vice President

The City of Woodland is planning a Pavement Road Project consisting of micro-surfacing, various slurry seals, PCC curb ramps and miscellaneous associated items.

Associated Engineering Consultants, Inc. (AEC), proposes to provide a full time Construction Manager and a full time on-site Construction Inspector. Also we propose providing qualified staff prior to construction to assist in project start-up.

AEC will perform the following tasks:

Task 1 – Project Support

AEC will make available to the City, Associate Engineer level personnel to aid and assist in the bid review and contractor qualification phase of this project.

Task 2 – Mix Design/Submittal Review

AEC will review all mix designs and material submittals prior to incorporation into this project. We shall review and respond to all project submittals prior to construction.

Task 3 – Pre-Job Meeting/Submittal Review

AEC's Construction Manager shall schedule a pre-job meeting, prepare an agenda, conduct the meeting, respond to contractor's submittals and record and prepare meeting minutes.

Task 4 – Construction Management and Inspection

AEC's Construction Manager shall provide such services as:

- a) Review certified payroll documentation.
- b) Prepare project change orders and make recommendations to the City.
- c) Review progress payments and invoicing and submit to the City.
- d) Schedule and conduct project progress meetings.
- e) Review contractor's critical path schedule.
- f) Oversee on-site inspection and testing.
- g) Project document processing (as needed).

AEC's On-site Senior Construction Inspector shall be responsible for:

- a) Material compliance.
- b) Traffic control compliance.
- c) Public safety monitoring.
- d) Maintaining daily inspection logs.
- e) Testing coordination (if required).
- f) Additional on-site tasks as required.

Task 5 – Report / Records-Project Close Out

The Construction Manager shall prepare and review project close out documentation, including final payment application reconciliation and inspection documentation.

COST OF SERVICES

Table 1 provides a cost estimate breakdown for each of the above tasks. Our estimated total of \$ 295,250, is to cover the construction management services and includes limited project support outlined under each task and is a not to exceed amount without prior approval from the City of Woodland.

Please contact me at your earliest convenience with any questions or comments.

Sincerely,
ASSOCIATED ENGINEERING CONSULTANTS, INC.



Mark E. Burlew
Principal Vice President

Attachment: Table 1 Cost Estimate

ASSOCIATED ENGINEERING CONSULTANTS, INC.

20179 Charlanne Drive-Redding, CA 96002 530-226-1616

CITY OF WOODLAND

2016 Road Maintenance Project CIP # 16-01
Construction Management & Inspection Cost Proposal

2-19-2016

Table 1

Job No. 16-041

Tasks	Unit Fee	Units	Quantity	Fee
TASK- 1 Project Support				
Associate Engineer	\$ 140.00	hrs	40	\$ 5,600.00
			Task Subtotal	\$ 5,600.00
TASK-2 Mix Design/Submittal Review				
Associate Engineer	\$ 125.00	hrs	6	\$ 750.00
Senior Engineer	\$ 145.00	hrs	4	\$ 580.00
			Task Subtotal	\$ 1,330.00
TASK-3 Pre-Job Meeting / Submittal Review				
Senior Engineer	\$ 145.00	hrs	16	\$ 2,320.00
			Task Subtotal	\$ 2,320.00
TASK-4 Construction Management & Inspection				
<u>Construction Manager & Field Administration</u> (Assumed 120 days @ 8 hrs/day) Construction Manager Fuel Allowance	\$ 150.00	hrs	960 Lump Sum	\$ 144,000.00 \$ 1,000.00
<u>Construction Inspection</u> (Assumed 100 days @ 8 hrs/day & 20 days @ 10 hrs/day) Senior Construction Inspector Fuel Allowance	\$ 128.00	hrs	1000 Lump Sum	\$ 128,000.00 \$ 1,000.00
			Task Subtotal	\$ 274,000.00
TASK-5 Report / Records-Project Close Out				
Senior Engineer	\$ 150.00	hr	80	\$ 12,000.00
			Task Subtotal	\$ 12,000.00
* TASK-6 Materials Sampling & Testing Allowance				
Field Samples, Lab Testing & Reports				N/A
			Task Subtotal	
Project Total				\$ 295,250.00

* AEC can submit an estimate for Task 6 based on the City of Woodland,s testing needs, if so desired.

Construction Management Typical Duties Include:

- Certified payroll review
- Change orders - preparing and recommendations to the City
- Invoicing / Progress payments
- Conducting the pre-construction meeting
- Submittal reviews
- Conducting project progress meetings
- Processing certified payroll, invoices, CCO's, etc.

Legislation Text

File #: 16-416, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 15, 2016

SUBJECT: FY 2016/17 SPRING BUDGET WORKSHOP

Recommendation: Staff recommends that the Council receive a presentation on the FY2016/17 Budget and Five-Year Forecast and provide direction to staff to guide refinement of the FY2016/17 budget proposal as well as development of the November ballot measure to extend half-cent sales tax.

Background

The City Council has scheduled a workshop on March 15th for the purpose of conducting a workshop to inform refinement of the City's fiscal year 2016/17 Budget. FY2016/17 represents the second year of the two-year budget plan presented last year

Discussion

This session follows from the presentation of the Mid-Year Budget Update (February 16, 2016), and is intended to provide the City Council with a review of the two-year budget plan for fiscal years 2015/16 and 2016/17, as well as an update of the city's General Fund five-year financial forecast.

The workshop provides an opportunity for the staff to present the assumptions and trends that underly the budget forecast and for the Council to provide feedback on measures being considered to balance the upcoming FY2016/17 budget, consistent with the progress being made toward the Council's goal of long-term fiscal stability.

In addition the workshop will highlight several of the areas for which current funding levels fall short of the required need and/or service-level expectations. Staff will present options available to address the Council's highest priority needs for possible inclusion in the FY2016/17 budget.

The presentation will conclude with a discussion of the Measure E half-cent sales tax, and how the proposed renewal/extension of the tax (via the November ballot) can best support the the Council and community's funding priorities.

Following feedback from the Council at the March 15th budget workshop staff will develop a formal recommendation for Council consideration in the adoption of the FY2016/17 budget as well as begin drafting formal ballot language for placing a measure on the November ballot to renew/extend the city's expiring half-cent sales tax.

Conclusion

The budget outlook is markedly improved in comparison to past fiscal years, as the city - aided by the sustained economic recovery - has made significant progress in addressing its structural budget deficit and unfunded liabilities while at the same time building up its reserves and making significant investments in its aging infrastructure.

Nonetheless, staff anticipates very limited budget flexibility within the upcoming budget to address priority unmet needs, absent re-directing existing resources away from existing programs and services. At the same time, Measure E presents an opportunity - with the consent of the voters - to potentially assist in meeting these needs across both essential programs and services and needed capital improvements.



Paul Navazio, City Manager

Spring Budget Workshop OUTLINE

I. BUDGET BASELINE - Review of Two-Year Budget Plan

- **Revenue Assumptions**
Property / Sales Taxes
Top 10 Revenues
- **Expenditure Assumptions**
Salaries / Overtime
Health Premiums
CalPERS Pension
Retiree Medical (OPEB)
- **Non-Personnel Costs**

II. LONG-TERM FINANCIAL PLANNING

- **Baseline Five Year-Forecast**
 - o Forecast Assumptions
 - o Sensitivity Analysis
- **FY2016/17 Budget Balancing Framework**
 - o Revenue Enhancements
 - o Cost-Savings

o Excess Reserves

- **Unfunded Priority Needs**

Public Safety

Streets/Roads

Parks Maintenance

Econ. Development

Sidewalks/Bike Paths

Tree Maintenance

Community Services

City Facilities

Storm Drain Infrastructure

- **Extension / Renewal of Measure E (Half-Cent sales Tax) - Continued Discussion**

III. NEXT STEPS

- **Capital Improvement Plan / Measure E Spending Plan** **April**
- **FY16/17 Proposed Budget** **May**
 - o Funding Priorities
 - o Budget-Balancing Plan
- **Draft Ballot Language - Extension of Half-Cent Sales Tax**
- **FY 2016/17 Budget Adoption** **May**
- **Finalize Ballot Measure Language** **by June**