



City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, November 1, 2016

6:00 PM

Council Chambers

CITY COUNCIL CLOSED SESSION 5:15PM

A. CALL TO ORDER

B. CLOSED SESSION

**B.1 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to
Government Code Section 54957
Agency Designated Representatives: City Manager, Human Resources
Manager and Public Safety Chief
Employee Organization(s): Fire Mid-Management Unit Employees**

**B.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to
Government Code Section 54957
Agency Designated Representatives: City Attorney
Employee: City Manager**

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY NOVEMBER 1, 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.

[16-799](#)

SUBJECT: Long Range Calendar

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

Attachments: [Council Long Range Calendar](#)

F. COMMITTEE REPORTS[16-786](#)

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes for Planning Commission meeting of September 1, 2016.

Attachments: [A - September 1, 2016 Meeting Minutes](#)

[16-791](#)

SUBJECT: Commission on Aging Meeting Minutes for June 16, 2016

Recommendation for Action: Staff recommends that the City Council receive the June 16, 2016 Commission on Aging Minutes that were approved on October 20, 2016.

Attachments: [61616 Minutes](#)

[16-794](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for September 26, 2016

Recommendation for Action: Staff recommends that the City Council receive the September 26, 2016 Parks & Recreation Commission Minutes that were approved on October 24, 2016.

Attachments: [92616 Minutes](#)

G. MINUTES

1. [16-790](#)

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of October 4, 2016 and October 18, 2016.

Attachments: [10-04-16 DRAFT FOR APPROVAL](#)

[10-18-16 DRAFT FOR APPROVAL](#)

H. CONSENT CALENDAR

2. [16-652](#)

SUBJECT: Resolution accepting the Public Improvements for Subdivision Final Map 5048, Heritage Remainder 1

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5048 by Meritage Homes of California.

Attachments: [A - Resolution Accepting Subdivision Improvements](#)
[B - Location Map](#)

3. [16-771](#)

SUBJECT: Approval of Final Map 5075 Calwest 1, Related Subdivision Improvement Agreement, and Reimbursement Agreements

Recommendation for Action: Staff recommends that the City Council 1) Adopt Resolution No. _____, approving Final Map 5075 Calwest 1; and 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council 1) Adopt Resolution No. _____, a Resolution of the City Council approving the SLIF Reimbursement Agreement, the Supplemental Improvements Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

Attachments: [A - Resolution Approving Map and SIA](#)
[B - Resolution Approving Agreements](#)
[C- SIA](#)
[D - SLIF Reimbursement Agreement](#)
[E - Supplementa Improv Reimbursement Agreement](#)
[F - 3rd Pary Reimbursement Agreement.](#)
[G - Location Map](#)

4. [16-792](#)

SUBJECT: Yolo County Commission on Aging & Adult Services Appointment of Heidi Wheeler

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Commission on Aging Commissioner Heidi Wheeler as the City's representative on the Yolo County Commission on Aging & Adult Services.

Attachments: [Commission AgingAdultSer roster 6-22-16](#)
[Appointment of Wheeler YC Commission on Aging - Resolution](#)

I. REPORTS OF THE CITY MANAGER

5. [16-764](#) SUBJECT: Introduction and First Reading of an Ordinance adopting Changes to the California Building, Plumbing, Mechanical and Electrical Codes

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2016 Edition of the California Building Standards (California Code of Regulations, Title 24), consisting of the 2016 California Building Code; the 2016 California Electrical Code; the 2016 California Mechanical; the 2016 California Plumbing; the 2016 California Green Building Code; the 2016 California Residential Code, along with the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings; the 1997 Edition of the Uniform Housing Code, and the 1997 Edition of the Uniform Security Code, together with certain additions, insertions, deletions and changes thereto.

Attachments: [1 - Ordinance Adopting 2016 CA Building Building Standards Codes w/ EXH A](#)

6. [16-788](#) SUBJECT: Introduction and First Reading of an Ordinance Adopting Changes to the 2016 California Fire Code

Recommendation for Action: Staff recommends that the City Council waive first reading and introduce by title only an Ordinance adopting by reference the 2016 California Fire Code (California Code of Regulations, Title 24, Part 9) and amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement...body

Attachments: [Woodland Fire Code Ordinance 2016 \(FINAL\)-c1](#)

7. [16-783](#) SUBJECT: Introduction and First Reading of an Ordinance amending Article 14, Chapter 14 of the Woodland Municipal Code related to Towing Services

Recommendation for Action: Staff recommends that the City Council introduce an ordinance amending various sections of Article 14, Chapter 14, of the Woodland Municipal Code related to Towing Services.

Attachments: [Woodland Tow Ordinance 2016-c1](#)

8. [16-782](#) SUBJECT: Review of the Draft 2035 Climate Action Plan

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive a staff report summarizing the Draft 2035 Climate Action Plan (CAP); and
- 2) Confirm that the CAP, as drafted, appropriately implements State legislative mandates concerning climate change and GHG emissions; and
- 3) Provide comments and direction regarding the Draft 2035 CAP

based on review of materials including comments received to date.

Attachments: [A - Summary Table for 2020 and 2035 CAP rc](#)

9. [16-793](#) SUBJECT: Community Choice Energy Advisory Committee

Recommendation for Action: Staff recommends that the City Council (1) approve the formation of an ad hoc community advisory committee to assist the City in evaluating the benefits and risks of Woodland joining a community choice energy (CCE) program, and (2) direct staff to proceed with committee formation and organization.

10. [16-802](#) SUBJECT: Proposition 64 (Adult Use of Marijuana Act)

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive information about Proposition 64;
- 2) Provide direction and refer consideration of local regulatory issues - if Proposition 64 passes on November 8th - to the ad hoc sub-committees of the Planning Commission and City Council;
- 3) Consider adoption of an urgency ordinance prohibiting outdoor cultivation of marijuana within the City.

Attachments: [WOODLAND Urgency Ordinance Prohibiting Recreational Marijuana Outdoor](#)

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 November 1, 2016 was posted on October 28, 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 #: 16-799, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 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

A handwritten signature in black ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment

UPDATED COUNCIL LONG RANGE CALENDAR

NOVEMBER 15th

REGULAR MEETING

Consent Calendar

Public Safety Quarterly Report
2nd Reading Towing Services Ordinance
First Quarter Budget Update
FY 2016/17 Contract with the Yolo Emergency Communications Agency

Public Hearing

2nd Reading and Adoption - Building Code
2nd Reading and Adoption - Fire Code

Regular Calendar

Boxing Program
1st Reading C&D Recycling Ordinance Changes
1st Reading – Oyang-North Subdivision & Development Agreement
1st Reading – Oyang-South Subdivision & Development Agreement
Flood Protection Update – West Levy Study
Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15

DECEMBER 6th

C E R E M O N I A L

REGULAR MEETING

Resolution Certifying Election Results
Council Re-Organization

CDD Quarterly Status Report
City Council Meeting Minutes of November 1st and 15th
Waste Management Annual Rate Adjustment
Library Community Learning Lab – Contract Award
Building Inspection Services – Budget Adjustment
2nd Reading and Adoption of C&D Recycling Ordinance
2nd Reading – Oyang-North
2nd Reading – Oyang-South

DECEMBER 20th

REGULAR MEETING

City Council Meeting Calendar
Council Committee/ Liaison Appointments
Board and Commission Appointments

FUTURE STUDY SESSIONS (TBD):

City Council Retreat (January)
Affordable Housing – Part II (February)
Spring Budget Workshop (March)



Legislation Text

File #: 16-786, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes for Planning Commission meeting of September 1, 2016.

Staff Contact

Debbie Flemmer, Administrative Clerk, Community Development Department

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - September 1, 2016 Meeting Minutes



City of Woodland

Meeting Minutes - Final

Planning Commission

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

Thursday, September 1, 2016

6:30 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:30 pm.

Staff Present

Ken Hiatt, Director

Cindy Norris, Principal Planner

Heidi Tschudin, General Plan Consultant

B. Roll Call

Present 6:

Vice Chairman Chris Holt, Commissioner Steve Harris, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John Murphy and Commissioner Elodia Ortega-Lampkin

Absent 1:

Chairman Kirby Wells

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

F. Communications from the Public

G. Approval of Minutes

[16-692](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meetings of August 4, 2016 and August 18, 2016.

Attachments: [A - August 4, 2016 Meeting Minutes](#)
[B - August 18, 2016 Meeting Minutes](#)

*A motion was made by Commissioner Ortega-Lampkin and seconded by Commissioner Lopez to approve the Planning Commission Meeting minutes of August 4, 2016. The motion was carried by the following vote:
Ayes: Vice Chairman Holt and Commissioners Harris, Lopez and Ortega-Lampkin
Abstentions: Commissioners Lizarraga and Murphy*

*A motion was made by Commissioner Ortega-Lampkin and seconded by Commissioner Lopez to approve the Planning Commission Meeting minutes of August 18, 2016. The motion was carried by the following vote:
Ayes: Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin*

H. Public Hearing

[16-688](#)

SUBJECT: Public Review of the Draft 2035 General Plan Update

DATE: September 1, 2016

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Open the Public Hearing; and
2. Receive comments on the Draft 2035 General Plan Update

Attachments: [A - Joint CC & PC Staff Report 8.24.16](#)
 [B - Copy of Comments Received to date on the Public Review Draft 2035 GP](#)
 [C - Copy of the Public Hearing Notice for 9.1.16 PC Meeting](#)

Vice Chairman Holt opened the public hearing to accept comments on the Draft 2035 General Plan Update. A suggestion was made by Vice Chairman Holt to provide comments in writing to Cindy, Ken and Heidi.

I. Business Items

[16-690](#)

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

DATE: September 1, 2016

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Hold Elections; and
2. Vote and select among current membership, the appointments of Chair and Vice-Chair of the Planning Commission

Attachments: [A - Planning Commission Rules and Regulations excerpt.pdf](#)

*A motion was made by Commissioner Lizarraga and seconded by Vice Chairman Holt to continue the Election of Officers for Chair and Vice Chair to meeting attended by all Commission Members. The motion was carried by the following vote:
Ayes: Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez, Murphy and*

Ortega-Lampkin.

J. Staff or Commissioner Comments

Commission received request from Commissioner Lizarraga to have an excused absence from the Planning Commission meeting of September 15, 2016 (currently discussed as a canceled meeting). Commission excused.

K. Adjournment

Meeting was adjourned at 9:59 pm.

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

Legislation Text

File #: 16-791, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Commission on Aging Meeting Minutes for June 16, 2016

Recommendation for Action: Staff recommends that the City Council receive the June 16, 2016 Commission on Aging Minutes that were approved on October 20, 2016.

Staff Contact

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

Conclusion

Staff recommends that the City Council receive the June 16, 2016 Commission on Aging Minutes that were approved on October 20, 2016.

Prepared by: Dallas Tringali, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director



Paul Navazio, City Manager

Attachments: June 16, 2016 Commission on Aging Meeting Minutes



Commission on Aging

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

Regular Meeting Minutes

June 16, 2016

Call to Order

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

Roll Call

Commissioners Present: Campbell, Wheeler, Brown, Parker
Absent Overholt
Staff: Tringali, Haynie

Pledge of Allegiance

Consent Item

April 21, 2016 Minutes

Commissioner Brown made the motion to accept the March 17, 2016 as written; Commissioner Parker seconded the motion. 4/0

Communications-Commission/Staff Statements and Requests

Commissioners Campbell asked about poor lighting on the north side of the building. Tringali reported that the area was scheduled for tree trimming on June 23, 2016.

Regular Calendar

Senior Resource Fair May 26, 2016

Commissioner Campbell thanked the Commissioner for their attendance. Commission discussed starting the speakers 30 minutes before the Resource Fair; and limiting speakers to 6-8 speakers.

Speaker Series

Tringali reported on July 11, 2016 UC Davis Fellows will bring their culture to the City of Woodland Senior Center. The Mandela Washington Fellowship Cultural Presentation runs from 9-11:30 a.m.

Handicap parking at front of WC&SC

Commissioner Campbell talked with Council.

Woodland Telephone Reassurance Program

Remove from regular agenda.

Report of the Staff

Senior Center Report

Tringali reported that tonight the City of Woodland was receiving an award from the Yolo County Historical Archives for use of historical pictures in the Woodland Community & Senior Center. The Senior Center offers two types of trips for seniors. Local trips are offered by Senior Center Inc.'s Affordable Adventures. All trips depart from the Woodland Target parking lot. SCI members receive a \$5 discount. Detailed trip flyers are available at the Woodland Senior Center. The Senior Center partners with Collette Vacations for trips domestic and abroad. All flights for travel depart from Sacramento International Airport. These trips are all inclusive, including travel insurance. Some special excursions are not included in the price of the trip. More



Commission on Aging

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

trips and complete flyers with trip details and payment deadlines are available at the Senior Center. Collette travel bookings are done in person, by appointment only. Tringali invited the Commission to the Teens Helping Seniors spaghetti feed fundraiser of June 22, dinner served at 5:30 p.m. and the Computer Club Ice Cream Social on July 4 at 1 p.m.

Facility Update, Senior Issues

This item covered during Commission/Staff Statements and Requests under communications

Business Items for Next Meeting

Minutes

2016 Work Plan

Speaker Series

Handicap parking

Senior Resources Fair 2017

Senior Center Report

Facilities update

Next Meeting Date July 21, 2016

Adjourn

Commissioner Parker made the motion to adjourn the meeting at 3:45 p.m., Commissioner Wheeler seconded the motion, and motion carried 4/0.

Respectfully submitted,

Cathy Haynie, Administrative Supervisor
Community Services Department

Legislation Text

File #: 16-794, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Parks & Recreation Commission Meeting Minutes for September 26, 2016

Recommendation for Action: Staff recommends that the City Council receive the September 26, 2016 Parks & Recreation Commission Minutes that were approved on October 24, 2016.

Staff ContactKris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org**Conclusion**

Staff recommends that the City Council receive the September 26, 2016 Parks & Recreation Commission Minutes that were approved on October 24, 2016.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Attachment: September 26, 2016 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, September 26, 2016

City Hall – 300 First Street – Council Chambers

Call to Order

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:30 p.m. on Monday, September 26, 2016 in the Council Chambers at City Hall.

Pledge of Allegiance

Roll Call

Commission Members Present:

Commissioner White-Snyder
Commissioner Joe Romero
Commissioner Stephanie Miller
Chair Jesse Salinas
Commissioner Leigh Ann Hartman
Vice Chair Jon-Paul Valcarenghi

Commission Member Absent:

Staff Present:

CSD Director Engel
CSD Analyst Halcon
CSD Manager Bain
CSD Superintendent Schroeder
CSD Administrative Supervisor Haynie

Public Comment

Floyd Mc Cain president of Woodland Tennis Club asked the Commission to reconsider sending an ordinance to the City Council to make the tennis courts for tennis use only. Some of the tennis courts are being used to play Cricket which can cause damage to the courts and nets. Staff will update the Commission on Cricket use of tennis courts.

Communication-Commission/Staff Statements and Requests

None

New Business

Angel Barajas, Measure F Committee, asked the Commission to support Measure F which will be on the November ballot. Barajas stated that Measure F is a 12 year extension of Measure E which expires on September 30, 2018. Measure E is ½ cent sales tax that brings in \$4.5 million annually. These funds are used for City infrastructures, streets, WC&SC debt, and the sport park. Measure E funded the projects at Charles Brooks Community Swim Center and Clark Field.

Action:

Romero/Hartman seconded to support Measure F.

Motion carried by the following roll call vote:

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

Abstain: Salinas

Noes: None

Committee Reports**Urban Forest Committee**

Commission Valcarengi reported that during the monthly breakfast with Schroeder and Engel, plans were made to update the City's Tree web pages. Woodland Tree Foundation will be putting mulch in the Legacy Grove once staff has removed the weeds from the site. Also discussed was the completion of the Legacy Grove.

Finance Committee

Commissioner White-Snyder discussed the budget slide show included in the meeting packet. Commissioner Valcarengi stated that the graphs make it clear where the budget is spent and is very helpful.

Discuss and Recommend Tasks for 2016/2017 Work Plan

Commissioners discussed the 2017 Work Plan and asked Commissioner White-Snyder to add listing of Committees to the Work Plan. Commissioner Salinas asked that the approved Work Plan and the Commission roster be included in all future agendas.

Action:

Miller/Hartman seconded to the Work Plan with the suggested changes.

Motion carried by the following roll call vote:

Ayes: Salinas, Romero, White-Snyder, Miller, Hartman, Valcarengi

Noes: none

Consent Calendar**August 26, 2016 Minutes****Action:**

Valcarengi/White-Snyder seconded to approve August 22, 2016 minutes.

Motion carried by the following roll call vote:

Ayes: Salinas, Romero, White-Snyder, Miller, Hartman, Valcarengi

Noes: none

Consider Commissioner Requests for Excused Absences from Future Meetings

Commissioner Romero requested off for the October 24, 2016 meeting.

Action:

White-Snyder/Miller seconded to excuse Commission Romero's absence from the October 24, 2016 meeting.

Motion carried by the following roll call vote:

Ayes: Salinas, Romero, White-Snyder, Miller, Hartman, Valcarengi

Noes: none

Staff Reports

Community Services Report

Schroeder reported on the \$10,000.00 lighting project at Jack Slaven Park, Reclaimed Water project for irrigation at Klenhard and Pioneer Parks and the Arborist contract. Bain highlighted the After School programs at Lee and Douglass Middle Schools, 50- 55 participants per day. Adult Basketball has grown to 13 teams this season. Fundraising for the Yosemite Outdoor Adventure Camp will soon begin with the hope of taking 40 to the camp next year and 20 of them on scholarship. Commissioner White-Snyder asked Schroeder about the increase of Work Orders and how many were “parent” or “child” orders. Engel responded that staff will be reviewing and removing completed work orders during the slow season and will report back to the Commission once that has been completed. Commissioner Hartman asked what the survey for the Aquatic Feasibility Study showed. Engel responded that the Consultant has not provided that information to staff yet. Commissioner Romero asked for an update of the Boxing Facility. Engel reported that staff would be taking an update to Council in October/November concerning potential alternative locations. Commissioner Salinas shared information on the Yolo County Youth Rally with the Commission. Commissioner Hartman asked staff to include in the monthly reports areas where staff needs Commission assistance.

Action: Received

Next Meeting October 24, 2016

Adjourn 7:36 p.m.

Action: Miller/ Valcarenghi seconded to adjourn the meeting.

Motion carried by the following roll call vote:

Ayes: Salinas, Romero, Valcarenghi, Miller, Hartman

Noes: none



Legislation Text

1.

File #: 16-790, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of October 4, 2016 and October 18, 2016.

Staff Contact

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

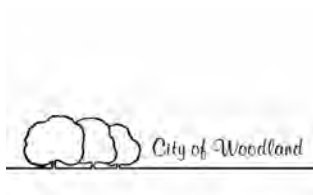
A handwritten signature in cursive script that reads "Paul Navazio".

Paul Navazio, City Manager

Attachments

City of Woodland

*300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, October 4, 2016

6:00 PM

Council Chambers

City Council

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

A. CALL TO ORDER

B. CLOSED SESSION

B.1 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

B.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

PROPERTY: Assessor's Parcel Number 063-060-004, 1285-B Lemen Avenue

AGENCY NEGOTIATORS: City Manager, City Attorney and Community

Services Director

NEGOTIATING PARTIES: Housing Authority of the County of Yolo

UNDER NEGOTIATION: Price and terms of payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY

OCTOBER 4, 2016

6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Mayor Jim Hilliard, Council Member Sean Denny, Mayor Pro Tem Angel Barajas, Council Member Tom Stallard and Council Member Marlin Davies

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Phil Hogan.

D. COMMUNICATIONS-PUBLIC COMMENT

Stephen Ho spoke regarding quality of life for citizens and property on Elm Street.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

[16-760](#)

SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

[16-751](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for August 22, 2016

Recommendation for Action: Staff recommends that the City Council receive the August 22, 2016 Parks & Recreation Commission Minutes that were approved on September 26, 2016.

Received the Parks & Recreation Commission Meeting Minutes of August 22, 2016.

G. MINUTES

1. [16-761](#)

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of September 6, 2016 and September 20, 2016.

On a motion by Mayor Pro Tem Barajas, seconded by Council Member Stallard and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of September 6, 2016 and September 20, 2016 with changes.

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

H. PRESENTATIONS

2. [16-742](#)

SUBJECT: Fire Prevention Week 2016

Recommendation for Action: Staff recommends that the City Council join the National Fire Protection Association (NFPA) in proclaiming October 9-15, 2016 as Fire Prevention Week.

Approved proclamation proclaiming October 9-15, 2016 as Fire Prevention Week.

3. [16-763](#) SUBJECT: Proclaim October 16-22, 2016 as National Friends of the Library Week

Recommendation for Action: Staff recommends that the City Council proclaim October 16-22, 2016 as National Friends of the Library Week

Approved proclamation proclaiming October 16-22, 2016 as National Friends of the Library Week.

On a motion by Council Member Stallard, seconded by Council Member Denny and carried unanimously, Council Members approved the proclamations.

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

I. CONSENT CALENDAR

4. [16-735](#) SUBJECT: Approval of Grant Application for Housing-Related Parks Program

Recommendation for Action: Staff recommends that the City Council:

- 1) Authorize the submittal of a Housing-Related Parks Program (HRPP) grant application to the State of California to replace the existing play structures and other improvements at Harris Park (100 Imperial Street) and authorize the City Manager to execute all agreements necessary for the program; and
- 2) Rescind Resolution No. 6584, A Resolution of the City Council of the City of Woodland authorizing Application for Housing Related Parks Program Grant; and
- 3) Adopt Resolution No. _____, authorizing Application for Housing Related Parks Program Grant in the amount of \$149,125 replacing Resolution No. 6584 previously adopted.

Adopted Resolution No. 6725, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS PROGRAM GRANT.

5. [16-737](#) SUBJECT: Increase the FY 2016/2017 Vehicle Replacement Budget by \$12,207.24 and Authorize the Purchase of Four FY 2016/2017 Trucks

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____:

- (1) authorizing the increase of \$12,207.24 to the FY 2016/2017 Vehicle Replacement Fund (012) for a total budget appropriation of \$1,882,051, and
- (2) authorizing the purchase of four FY 2016/2017 trucks for various

City departments through Elm Ford of Woodland in the amount of \$116,194.66.

Adopted Resolution NO. 6726, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE INCREASE TO THE FISCAL YEAR 2016/2017 VEHICLE REPLACEMENT BUDGET AND THE PURCHASE OF FOUR CITY TRUCKS.

6. [16-750](#)

SUBJECT: Carry-Over of FY2015/16 Unencumbered Appropriations and FY2017 Budget Adjustments

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2015/16 to fiscal year 2016/17 totaling \$491,640 (2) authorizing the contribution of \$61,560 from the General Fund to the Capital Projects fund for the General Plan project work effort and (3) authorizing the addition of \$40,644 and \$185,156 to the Capital Projects and General City Development funds, respectively, for the General Plan project professional contract services, staff costs, support, and contingency.

Adopted Resolution No. 6727, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2015-2016 ANNUAL BUDGET.

7. [16-754](#)

SUBJECT: Selection of non-profit organizations to receive donations made available through 2016 Mayors' Climate Protection Awards

Recommendation for Action: Staff recommends that the City Council select the Woodland Tree Foundation and Mutual Housing California to each receive a \$2,500 donation from funds made available to the City through the 2016 Mayors' Climate Protection Awards.

Council Members selected the Woodland Tree Foundation and Mutual Housing California to each receive a \$2,500 donation from funds made available to the City through the 2016 Mayors' Climate Protection Awards.

8. [16-757](#)

SUBJECT: Response to Yolo County Grand Jury Report on the Yolo Habitat Conservancy

Recommendation for Action: Staff recommends the City Council review and authorize the attached response to the Yolo County Grand Jury report on the Yolo Habitat Conservancy.

This item was pulled from the Consent Calendar for discussion. After comments made by Council Member Denny, Council Members authorized the response letter to the Yolo County Grand Jury report on the Yolo Habitat Conservancy.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members approved Consent Calendar Items No. 4 through 8.

Council Member Davies left the meeting at 6:26PM due to a previous engagement.

J. REPORTS OF THE CITY MANAGER

9. [16-762](#) SUBJECT: First Reading of an Ordinance Amending Municipal Code Sections 2-2-1 and 2-2-3 - Selection of Mayor Pro Tempore and Process for Mayor and Mayor Pro Tempore Selection and Rotation

Recommendation for Action: Staff recommends that the City Council approve the first reading of an ordinance amending City Municipal Code Sections 2-2-1 and 2-2-3 related to rotation of Mayor and Mayor Pro Tempore.

Approved the first reading of an ordinance amending City Municipal Code Sections 2-2-1 and 2-2-3 related to rotation of Mayor and Mayor Pro Tempore.

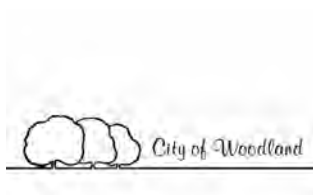
K. ADJOURNED AT 6:32PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

*300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, October 18, 2016

6:00 PM

Council Chambers

City Council

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
OCTOBER 18, 2016
6:00 P.M.**

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Mayor Jim Hilliard, Council Member Sean Denny, Mayor Pro Tem Angel Barajas, Council Member Tom Stallard and Council Member Marlin Davies

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by James Vorhees.

D. COMMUNICATIONS-PUBLIC COMMENT

James Vorhees spoke regarding vacant lots in District 5 and the use of these lots for public utilities.

F. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

[16-770](#)

SUBJECT: Long Range Calendar

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

Verbal updates provided by Council Members/Staff.

G. CONSENT CALENDAR

1. [16-706](#)

SUBJECT: Internal Audit of the City of Woodland's Sewer System Management Plan

Recommendation for Action: Staff recommends that the City Council certify the Internal Audit of the Sewer System Management Plan (SSMP) for the past two reporting years of July 1, 2014 to June 30, 2016.

Certified the Internal Audit of the Sewer System Management Plan (SSMP) for the past two reporting years of July 1, 2014 to June 30, 2016.

2. [16-743](#)

SUBJECT: Increase in Original Costs and Lease Purchase of a Hybrid High-Reach Truck for Urban Forestry

Recommendation for Action: Staff recommends that the City Council: (1) Approve Resolution No. _____, Authorizing a \$10,542.00 increase to the original purchasing price of a Hybrid High-Reach Truck for

Urban Forestry; and

(2) Authorize the lease purchase of the Hybrid High-Reach Truck from Umpqua Bank for a total amount of \$225,005.76 over a 7-year term.

Adopted Resolution No. 6728, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE ORIGINAL COST AND LEASE PURCHASE OF A HYBRID HIGH-REACH TRUCK FOR URBAN FORESTRY.

3. [16-759](#)

SUBJECT: Revisions to Selected Job Descriptions, and Approval New Salary Range for Library Services Director

Recommendation for Action: Staff recommends that the City Council adopt revisions to the following job descriptions:

- a. Library Services Director;
- b. Deputy Director of Community Development;
- c. Deputy Director of Public Works, Utilities;
- d. Deputy Director of Public Works, Operations & Maintenance; and
- e. Approve new salary range for Library Services Director

Adopted revisions to the following job descriptions: Library Services Director; Deputy Director of Community Development; Deputy Director of Public Works, Utilities and approved new salary range for Library Services Director.

Staff removed the job description for Deputy Director of Public Works, Operations & Maintenance job description. Item was not adopted.

4. [16-769](#)

SUBJECT: Approval of Fiscal Year 2016/17 Transportation Development Act Claim

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, Authorizing Filing of the Annual Transportation Development Act Claim with the Sacramento Area Council of Governments.

Adopted Resolution No. 6729, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING THE ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIM WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

5. [16-772](#)

SUBJECT: Amendment of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Adopted Resolution No. 6730, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING THE ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIM WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

6. [16-776](#)

SUBJECT: Community Services Department Quarterly Status

Report for the period of July 2016 through September 2016

Recommendation for Action: Staff recommends that the City Council accept the Community Service's Department's Quarterly Status Report.

Accepted the Community Service's Department's Quarterly Status Report.

7. [16-777](#)

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

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriation and amending the FY 2016/17 budget as necessary: \$4,600 in Housing Trust funds (Fund 326) for the City's First Time Homebuyer Loan Assistance Program; a total appropriation of \$28,400 in Fund 326.

Adopted Resolution No. 6731, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN APPROPRIATION FOR THE CITY'S FIRST TIME HOMEBUYER LOAN ASSISTANCE PROGRAM.

On a motion by Council Member Stallard, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 1 through 7 minus the job description for Deputy Director of Public Works Operations & Maintenance listed as "D" in Item No. 3.

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

H. REPORTS OF THE CITY MANAGER

8. [16-723](#)

SUBJECT: Reject All Bids and Re-Authorize Bid Advertisement for Library Improvement Project, CIP 15-08

Recommendation for Action: Staff recommends that the City Council:

1. Approve Resolution No. _____, rejecting all bids from the October 6th bid opening; and
2. Re-Authorize bid advertisement for the Library Improvement Project; CIP 15-08.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 6732, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE OCTOBER 6, 2016 BID OPENING FOR THE LIBRARY IMPROVEMENT PROJECT; RE-AUTHORIZE BID ADVERTISEMENT FOR THE LIBRARY IMPROVEMENT PROJECT; CIP 15-05.

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

9. [16-780](#)

SUBJECT: Road Maintenance Program Project Update

Recommendation for Action: Staff recommends that the City Council receive a presentation from staff regarding the Road Maintenance Program Projects.

Received a presentation from Katie Wurzel, Principal Civil Engineer regarding the Road Maintenance Program Projects.

I. ADJOURNED AT 6:54 PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

Legislation Text

2.

File #: 16-652, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Resolution accepting the Public Improvements for Subdivision Final Map 5048,
Heritage Remainder 1

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5048 by Meritage Homes of California.

Staff Contact

Bruce 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 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 these subdivisions is shown below.

Est. GASB34 category	Subdivision 5048
Road	\$3,078,000
Water	\$819,000
Sewer	\$464,000
Storm Drain	\$880,000

Background

On December 6, 2005, the City Council approved the 115 acre Heritage Remainder Map No. 4784 and Development Agreement, consisting of 253 single-family lots and one (8.2 acre) multifamily lot. On July 1, 2014, the City Council approved a Development Agreement and New Tentative Map 5048 with 212 lots, on ~59.5 remaining acres identified as two phases and a (~7 acre) multifamily site.

On December 16 2014, the City Council approved phase 1 of tentative map No. 5048 (109 lots), Final Subdivision Map (SM) No. 5048, Heritage Remainder Phase I and the associated Subdivision Improvement Agreement with CBLF1 SPRINGLAKE, LLC Meritage Homes.

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 of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5048 by Meritage Homes of California.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution Accepting Subdivision Improvements

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 5048
BY MERITAGE HOMES OF CALIFORNIA**

WHEREAS, On July 1, 2014 the City Council approved a Development Agreement and New Tentative Map 5048 with 212 lots, on ~59.5 remaining acres identified as two phases and a (~7 acre) multifamily site; and

WHEREAS, on, April 14, 2015 the City Council approved the final map for Subdivision No. 5048 (Heritage Remainder Unit 1), which created 109 single-family lots in the Spring Lake Specific Plan (“Map”); and

WHEREAS, the conditions of approval for the Maps required the subdivider, CBLF1 SPRINGLAKE, LLC Meritage Homes of California, to enter into a Subdivision Improvement Agreements calling for the construction of infrastructure necessary to serve the development permitted by these Maps (collectively, the “Improvements”), and furnish bonds or other securities 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 for Subdivision 5048, identified as Bond No. 764566S 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, Lennar 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 5048 (Heritage Remainder Unit 1) and as shown on the civil improvement plans entitled, “Improvement Plans for Heritage Remainder Phase I” and approved by the City Engineer December 1, 2014.

SECTION 2. The City Council hereby authorizes the City Clerk to file the Notice of Completion for each of the following Subdivisions Nos. 5048 Heritage Remainder Unit I.

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 1st day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

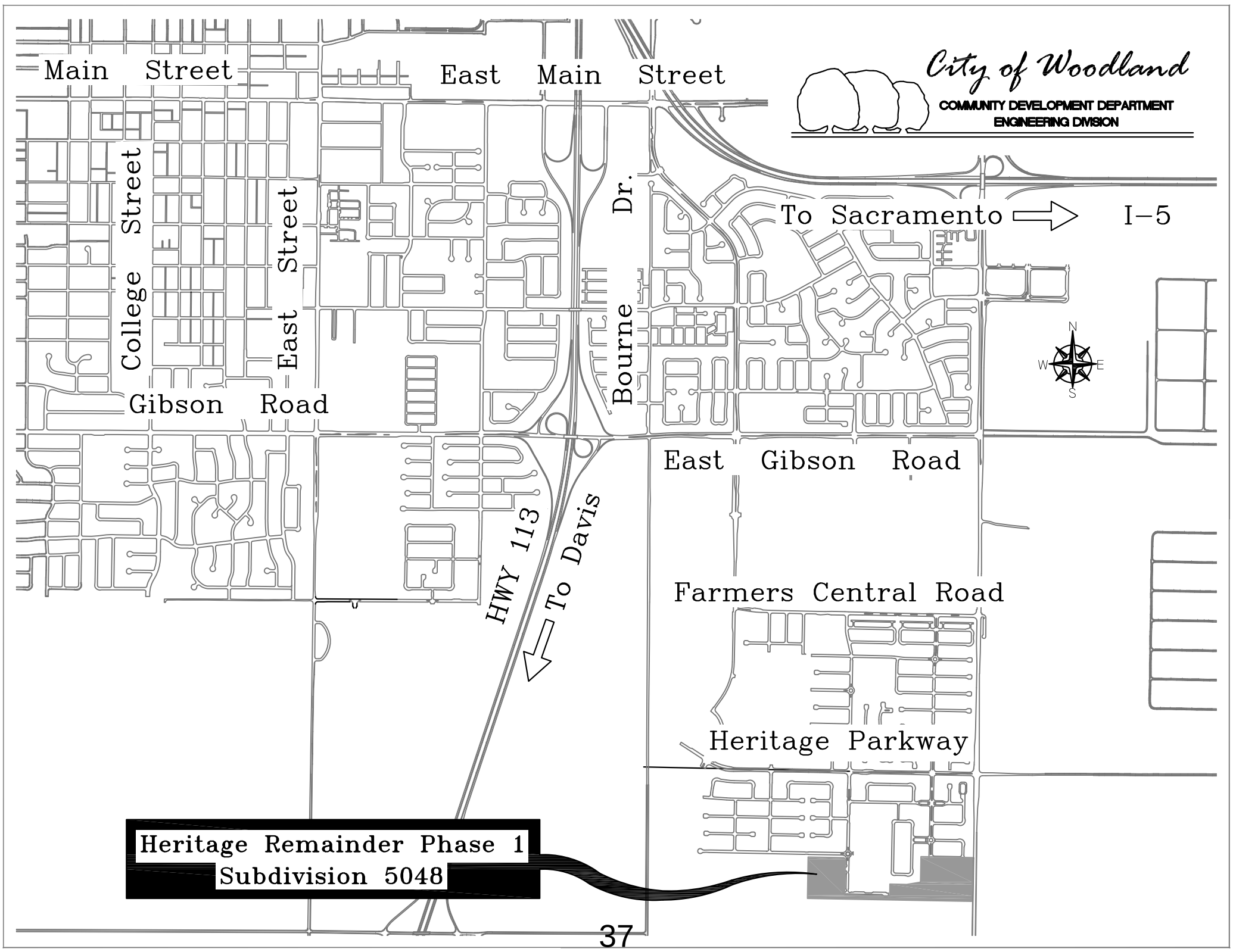
Jim Hilliard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara Ueda, City Attorney



Main Street

East Main Street

City of Woodland

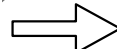
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

College Street

East Street

Bourne Dr.

To Sacramento



I-5

Gibson Road

East Gibson Road



Farmers Central Road

Heritage Parkway

Heritage Remainder Phase 1
Subdivision 5048

HWY 113
To Davis



Legislation Text

3.

File #: 16-771, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Approval of Final Map 5075 Calwest 1, Related Subdivision Improvement Agreement, and Reimbursement Agreements

Recommendation for Action: Staff recommends that the City Council 1) Adopt Resolution No. _____, approving Final Map 5075 Calwest 1; and 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council 1) Adopt Resolution No. _____, a Resolution of the City Council approving the SLIF Reimbursement Agreement, the Supplemental Improvements Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

Staff Contact

Bruce D. Pollard, (530) 661-5820, bruce.pollard@cityofwoodland.org

Fiscal Impact

This project's processing costs were covered by fees. In addition, at build-out, the 74 lots are estimated to generate approximately \$1.7 million in development impact fees. There is also a reimbursement for a 12" waterline in the amount of \$130,888. This money is on deposit from a previous development project. There is no impact to the General Fund.

The SLIF reimbursement agreement does not obligate the City to pay out any additional funds that are not generated by means other than the Spring Lake Infrastructure Fee program. The Supplemental Improvements Reimbursement Agreement is funded by monies on deposit from another 3rd party developer and will not impact the City's operating budget.

Background

City Council approved the tentative map and development agreement on April 14, 2015 for 44.97 acres with 225 single family lots.

The Developer, Lennar Homes of California, has completed all conditions required for the first portion of tentative map No. 5075 (74 lots), and is requesting that the City approve Final Subdivision Map (SM) No. 5075, Calwest 1; and the associated Subdivision Improvement Agreement and Reimbursement agreements.

Discussion

The map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval.

Conclusion

Staff recommends that the City Council 1) Adopt Resolution No. _____, approving Final Map 5075 Calwest 1; and 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council 1) Adopt Resolution No. _____, a Resolution of the City Council approving the SLIF Reimbursement Agreement, the Supplemental Improvements Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer



Paul Navazio, City Manager

ATTACHMENTS:

- Attachment A - Resolution Approving the Map and SIA
- Attachment B - Resolution Approving the Reimbursement Agreements
- Attachment C - Subdivision Improvement Agreement
- Attachment D - SLIF Reimbursement Agreement
- Attachment E - Supplemental Improvement Reimbursement Agreement
- Attachment F - 3rd Party Reimbursement Agreement
- Attachment G - Location Map

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAP 5075 AND A SUBDIVISION IMPROVEMENT
AGREEMENT WITH LENNAR HOMES OF CALIFORNIA FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS

WHEREAS, the City Council approved tentative map 5075 and Development Agreement on April 14, 2015 with map conditions of approval and an associated Development Agreement; and

WHEREAS, Lennar Homes of CA, has completed the conditions of approval and has filed a final map for 74 lots; and

WHEREAS, the City of Woodland has reviewed the map and determined that it is technically correct and that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 5075, Calwest 1, a portion of tentative map 5075, and the associated Sub Division Improvement Agreement 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 Final Map 5075, Calwest 1, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Assessor.

Section 2. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized and directed to execute the Agreement, and is authorized to amend the agreement to grant extensions to the agreement if necessary.

Section 3. A copy of the Subdivision Improvement Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim Hilliard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
REIMBURSEMENT AGREEMENTS ASSOCIATED WITH FINAL SUBDIVISION
MAP 5075 Calwest 1

WHEREAS, on April 14th 2015, the City Council approved Tentative Map 5075 “Calwest” and the related Development Agreement; and

WHEREAS, the developer, Lennar Homes, has met conditions and completed requirements for Final Subdivision Map 5075, Calwest 1; and

WHEREAS, the developer, Lennar Homes, completed and entered into to a Subdivision Improvement Agreement for the Subdivision and posted security; and

WHEREAS, the developer, Lennar Homes, completed and entered into to a SLIF Reimbursement Agreement for Subdivision 5075; and

WHEREAS, the developer, Lennar Homes, completed and entered into to a Supplemental Reimbursement for Sub division 5075; and

WHEREAS, the developer, Lennar Homes, completed and entered into a Third Party reimbursement agreement for Subdivision 5075; and

WHEREAS, the developer is requesting the City Council approve this final map (by separate resolution) and related agreements;

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Woodland, hereby:

1. Approves the SLIF Reimbursement Agreement related to Subdivision 5075, Calwest 1, and authorizes the City Manager to sign on behalf of the City, and
2. Approves the Supplemental Improvement Agreement related to Subdivision 5075 Calwest 1, and authorizes the City Manager to sign on behalf of the City.
3. Approves the Third Party Reimbursement Agreement related to Subdivision 5075 Calwest 1, Heidrick Ranch, and authorizes the City Manager to sign on behalf of the City

NOW THEREFORE BE IT FURTHER RESOLVED: That the City Council of the City of Woodland, hereby authorizes the City Manager to:

1. Approve modifications to the SLIF improvement Agreement not to exceed \$ 189,000 (15%), and
2. Approve modifications to the Supplemental Improvements Reimbursement Agreement not to exceed \$21,000 (15%).
3. Approve modifications to the Third Party Reimbursement Agreement to reflect actual costs.

PASSED AND ADOPTED this 1st Day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim Hilliard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 5075

between

THE CITY OF WOODLAND
a California municipal corporation

and

LENNAR HOMES OF CALIFORNIA, INC
A CALIFORNIA CORPORATION

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5075

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 20__, by and between the City of Woodland, a California municipal corporation (“City”) and Lennar Homes of California, Inc. a California Corporation, with its principal office located at 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Developer’s tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”), was conditionally approved by the Woodland City Council on April 14, 2015. The tentative subdivision map is identified in City records as Tentative Subdivision Map No. 5075 (“Map”).

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 5075, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 21 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) (“Map Act”), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 21 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for the Property.

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on April 14, 2015.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Yolo; (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Yolo. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations

in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notices.

Developer shall also provide a competent construction manager who is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public

Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance. Developer shall maintain City construction fence defining limits of City water transmission pipeline project. Developer shall maintain fence in good repair and working order so that it prevents construction traffic from crossing over or in the vicinity of the water transmission pipeline project. Developer and developer's contractors and subcontractors shall not allow any traffic to cross the pipeline without prior to City approval.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by November 1, 2017 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all

defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and

specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be

based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Six Hundred Seventy Thousand Dollars (\$1,670,000.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after

acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Original Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees,

agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

14.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and

minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

14.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

14.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The “Additional Insured Endorsement” shall be on a form similar to Insurance Services Office’s Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers’ Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor, or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

17.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Engineer

DEVELOPER:

Lennar Homes
1420 Rocky Ridge, Suite # 320
Roseville, CA 95661
Attn: Division President

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

17.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such

attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

17.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of

the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF WOODLAND

By: _____
Jim Hilliard, Mayor

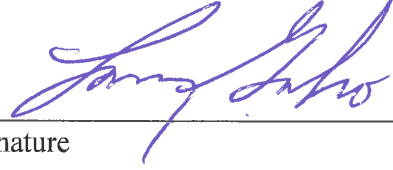
ATTEST:

By: _____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

By: _____
Kara Ueda, City Attorney
Best Best & Krieger LLP

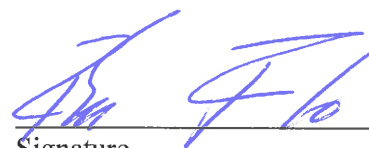
LENNAR HOMES

By: _____
Signature

Larry Gualco
Print Name

Vp
Title



By: _____
Signature

(Seal)

Robert Tummo
Print Name

Vp
Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer } ss.

On October 4, 2016 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco and Robert Tummolo

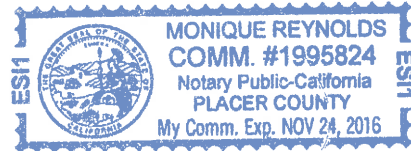
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he~~~~she~~they executed the same in ~~his~~~~her~~their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Monique Reynolds
Signature

My Commission Expires Nov. 24, 2016



OPTIONAL INFORMATION

Date of Document

Type or Title of Document

Number of Pages in Document

Subdivision Improvement Agreement Subdivision 5075

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**SUBDIVISION NO. 5075 CAL-WEST PHASE 1
A SUBDIVISION OF
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:**

APN: 041-070-054

A-1

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 5075

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans Cal-West Phase 1 incorporated into this agreement by reference.

EXHIBIT “C”

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5075

As evidence of understanding the provisions contained in this Agreement, and of Developer’s intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: \$3,340,000.00

Surety: Arch Insurance Company
Attorney-in-fact: Mechelle Larkin
Address: 300 Plaza 3rd Floor
Jersey City, NJ 07311-1107

PAYMENT BOND: \$1,670,000.00

Surety: Arch Insurance Company
Attorney-in-fact: Mechelle Larkin
Address: 300 Plaza 3rd Floor
Jersey City, NJ 07311-1107

GUARANTEE AND WARRANTY SECURITY BOND: \$599,600.00

Surety: Arch Insurance Company
Attorney-in-fact: Mechelle Larkin
Address: 300 Plaza 3rd Floor
Jersey City, NJ 07311-1107

**AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
BY THE CITY OF WOODLAND**

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2016 (“Effective Date”) by and between Lennar Homes of California, a California Corporation with its principal office located at 1420 Rocky Ridge Suite #320, Roseville, CA 95661 (“Developer”), and the City of Woodland, a California municipal corporation (“City”).

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City (“Improvements”), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development Within the Spring Lake Specific Plan Area (“Reimbursement Agreement”), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit “A,” attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is One Million Two Hundred Fifty Five Thousand Nine Hundred Sixty-Three Dollars and Zero Cents (\$1,255,963) (“Purchase Price”), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit “A,” Based on Engineer’s Estimates as set forth in Exhibit “B” attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee (“SLIF”) credits or cash from Spring Lake Infrastructure Fees (“SLIF”) collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless

and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than \$1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

3.3 Documentation of Costs. Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 Grant of Easements. Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 Title. Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the

City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City: City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer: Lennar Homes
1420 Rock Ridge # 320
Roseville, CA 95601
Attn: Vice President

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

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

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

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

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

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

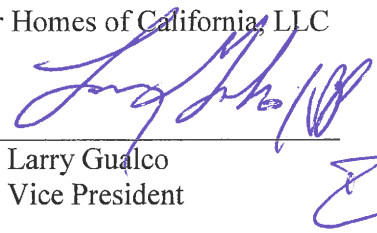
3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted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

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

CITY OF WOODLAND

By: _____
Paul Navazio, City Manager

Lennar Homes of California, LLC

by:  _____
Larry Gualco
Vice President

ATTEST:

Ana Gonzalez, City Clerk

**EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED**

Item No.	SCHEDULE					
	CONSTRUCTION ITEM DESCRIPTION	UNITS	QTY	TOTAL ESTIMATED COST	FUND SOURCE	NOTES
1	Median Curb, Traffic Circle	SF	664	\$13,994	SLIF Credits	
2	Stamped concrete traffic circle	SF	4454	\$86,853	SLIF Credits	
3	10' wide reinforced multi use path	SF	2146	\$22,164	SLIF Credits	Including \$8,000 for the entrance
4	42" Storm Drain Pipe	LF	1095	175,200	SLIF Credits	
5	48" Storm Drain Pipe	LF	351	61,425	SLIF Credits	
6	Type II SD manhole	EA	10	\$95,000	SLIF Credits	
7	Curb inlet w/ Manhole base	EA	2	\$12,500	SLIF Credits	
8	Cap End storm drain	EA	2	\$500	SLIF Credits	
9	8" SDR-35 tie in	LF	1065	\$55,380	SLIF Credits	Parallel main for deep sewer
10	10"sewer line	LF	369	\$30,996	SLIF Credits	
11	Cap end of sewer	EA	1	\$250		
12	48" Sewer Manhole	EA	5	\$26,250	SLIF Credits	
13	48"Drop Manhole	Ea	5	\$51,000	SLIF Credits	
14	60" Storm Drain Piper	LF	425	\$106,750	SLIF Credits	
15	8"waterline (partial length of total length of 1515)	LF	1192	\$52,360	SLIF Credits	
16	8' valve	EA	14	\$14,800	SLIF	1950 ea.

SLIF Reimbursement Agreement
Subdivision 5075, Calwest 1

EXHIBIT B

ENGINEER'S OPINION OF PROBABLY SLIF CONSTRUCTION COSTS



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT: CAL-WEST - PHASE 1

BASED ON: Final Bid Set and Delta Rev 1

PREPARED BY: BF

REVISED: 2016-09-01 (Revised based on bid costs and quantities and Delta 1 Plan Revisions)

A. PHASE 1 INTRACTS

(74 lots; costs for utility services for 22 lots fronting Harry Lorenzo Ave are included in the HLA section of this cost opinion; incl. full street imp. along park frontage for "D" and "H" Streets)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ DEV. REIMB. TOTAL	OYANG ("F" STREET)	MPRA (1/2 OF FCR EXT.)	CAL-WEST INVESTORS ("F" STREET)
I. GRADING & EROSION CONTROL											
1.	CLEAR & GRUB	15.16	AC	\$1,200.00	\$18,195	\$0	\$18,195	\$500	\$399	\$100	\$4,208
2.	ROUGH GRADING	34,500	CY	\$4.35	\$150,075	\$0	\$150,075	\$1,294	\$3,294	\$0	\$34,708
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	112,684	SF	\$0.40	\$45,074	\$0	\$45,074	\$4,105	\$2,954	\$1,151	\$7,604
4.	SW-FINISH GRADING, CMPT. SUB-GRADE	50,428	SF	\$0.70	\$35,300	\$0	\$35,300	\$0	\$0	\$0	\$4,664
5.	LOT GRADING	74	EA	\$390.00	\$28,860	\$0	\$28,860	\$0	\$0	\$0	\$0
6.	REGRADE DITCH AT FCR	1	LS	\$30,430.00	\$30,430	\$0	\$30,430	\$0	\$0	\$0	\$0
7.	EROSION CONTROL	15.16	AC	\$2,000.00	\$30,326	\$0	\$30,326	\$833	\$666	\$167	\$7,013
GRADING & EROSION CONTROL SUB-TOTAL											
					\$338,259	\$0	\$338,259	\$8,732	\$7,313	\$1,419	\$58,197
II. STREET WORK & CONCRETE											
8.	4" AC PAVEMENT	94,130	SF	\$2.20	\$207,086	\$0	\$207,086	\$19,582	\$14,219	\$5,364	\$35,893
9.	12" AGGREGATE BASE (Road/Curb/Gutter)	109,602	SF	\$1.80	\$197,284	\$0	\$197,284	\$18,470	\$13,295	\$5,175	\$33,734
10.	4" PCC SIDEWALK (incl. 4" AB)	29,956	SF	\$5.20	\$155,771	\$0	\$155,771	\$0	\$0	\$0	\$29,286
11.	SURVEY MONUMENTS	8	EA	\$365.00	\$2,920	\$0	\$2,920	\$548	\$365	\$183	\$548
12.	SIGNAGE AND STRIPING	1	LS	\$4,950.00	\$4,950	\$0	\$4,950	\$0	\$0	\$0	\$0
13.	CURB & GUTTER	5,742	LF	\$16.00	\$91,872	\$0	\$91,872	\$2,832	\$0	\$2,832	\$15,532
14.	LOW PROFILE CURB & GUTTER	1,814	LF	\$10.00	\$18,140	\$0	\$18,140	\$0	\$0	\$0	\$0
15.	DRIVEWAYS	53	EA	\$1,100.00	\$58,300	\$0	\$58,300	\$0	\$0	\$0	\$0
16.	ROAD AND SIDEWALK BARRICADES	201	EA	\$30.00	\$6,030	\$0	\$6,030	\$630	\$630	\$0	\$5,400
17.	TEMPORARY AC DIKE	67	EA	\$40.00	\$2,680	\$0	\$2,680	\$640	\$640	\$0	\$2,040
18.	STAMPED CONCRETE	2,531	SF	\$16.00	\$40,496	\$0	\$40,496	\$0	\$0	\$0	\$4,112
19.	10' REINF. CONCRETE PATH (Lots D and E)	1,838	SF	\$6.60	\$12,131	\$0	\$12,131	\$0	\$0	\$0	\$0
20.	10' REINF. CONCRETE PATH (Lot F)	2,146	SF	\$6.60	\$14,164	\$14,164	\$0	\$0	\$0	\$0	\$0
21.	LANDSCAPING (Lots D, E, and parkstrip adj. to park)	9,054	SF	\$4.50	\$40,743	\$0	\$40,743	\$0	\$0	\$0	\$0
22.	LANDSCAPING (Lot F and associated parkstrip)	9,383	SF	\$5.50	\$51,607	\$51,607	\$0	\$0	\$0	\$0	\$0
22.	10' PEDESTRIAN RAMPS (incl. detectable warnings and bollards)	4	EA	\$8,000.00	\$32,000	\$8,000	\$24,000	\$0	\$0	\$0	\$0
23.	PEDESTRIAN RAMPS (incl. detectable warnings)	27	EA	\$1,700.00	\$45,900	\$0	\$45,900	\$0	\$0	\$0	\$11,900
STREET WORK & CONCRETE SUB-TOTAL											
					\$982,073	\$73,770	\$908,303	\$42,702	\$29,148	\$13,553	\$138,465
III. STORM DRAINAGE											
24.	18" RCP STORM DRAIN	2,306	LF	\$58.00	\$133,748	\$0	\$133,748	\$11,368	\$11,368	\$0	\$17,690
25.	24" RCP STORM DRAIN	425	LF	\$74.00	\$31,450	\$0	\$31,450	\$0	\$0	\$0	\$9,620
26.	30" RCP STORM DRAIN	291	LF	\$110.00	\$32,010	\$0	\$32,010	\$0	\$0	\$0	\$32,010
27.	36" RCP STORM DRAIN	501	LF	\$110.00	\$55,110	\$0	\$55,110	\$0	\$0	\$0	\$28,160
28.	42" RCP STORM DRAIN (oversized for CWI)	0	LF	\$160.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29.	60" RCP STORM DRAIN	427	LF	\$250.00	\$106,750	\$106,750	\$0	\$0	\$0	\$0	\$0
30.	TYPE I SD MANHOLE (36" pipe max.)	4	EA	\$4,950.00	\$19,800	\$0	\$19,800	\$0	\$0	\$0	\$9,900
31.	TYPE II SD MANHOLE (36" pipe min.)	1	EA	\$9,500.00	\$9,500	\$0	\$9,500	\$0	\$0	\$0	\$4,750
32.	CURB INLET MANHOLE (Type I MH base)	12	EA	\$5,950.00	\$71,400	\$0	\$71,400	\$0	\$0	\$0	\$35,700
33.	CURB INLET MANHOLE (Type II MH base)	3	EA	\$6,250.00	\$18,750	\$0	\$18,750	\$0	\$0	\$0	\$3,125

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ DEV REIMB TOTAL	OYANG ("F" STREET)	MPRA (1/2 OF FCR EXT.)	CAL-WEST INVESTORS ("E" STREET)
34. CURB INLET		14	EA	\$4,250.00	\$59,500	\$0	\$59,500	\$12,750	\$12,750	\$0	\$4,250
35. SEDIMENTATION BASIN		4	EA	\$1,750.00	\$7,000	\$0	\$7,000	\$0	\$0	\$0	\$0
36. CAP END		2	EA	\$500.00	\$1,000	\$0	\$1,000	\$0	\$0	\$0	\$1,000
IV. SEWER SYSTEM						\$106,750	\$439,268	\$24,118	\$24,118	\$0	\$146,205
37. 8" SDR-35 PVC		3,184	LF	\$40.00	\$127,360	\$0	\$127,360	\$10,080	\$10,080	\$0	\$25,240
38. 48" SEWER MANHOLE		11	EA	\$2,250.00	\$24,750	\$0	\$24,750	\$4,375	\$4,375	\$0	\$14,875
39. 4" SEWER SERVICE (incl. clean out)		62	EA	\$1,450.00	\$89,900	\$0	\$89,900	\$0	\$0	\$0	\$13,050
40. CAP END		4	EA	\$250.00	\$1,000	\$0	\$1,000	\$125	\$125	\$0	\$875
V. DOMESTIC WATER SYSTEM						\$0	\$276,010	\$14,580	\$14,580	\$0	\$54,040
41. 8" WATER MAIN (incl. fittings)		3,452	LF	\$40.00	\$138,080	\$0	\$138,080	\$12,200	\$9,240	\$2,960	\$25,560
42. 8" VALVE		21	EA	\$1,850.00	\$38,850	\$0	\$38,850	\$3,700	\$3,700	\$0	\$12,950
43. 1.5" WATER SERVICE (incl. meter)		62	EA	\$2,500.00	\$155,000	\$0	\$155,000	\$0	\$0	\$0	\$22,500
44. 6" WATER SERVICE		1	EA	\$2,160.00	\$2,160	\$0	\$2,160	\$0	\$0	\$0	\$0
45. FIRE HYDRANT AND ASSEMBLY		10	EA	\$7,250.00	\$72,500	\$0	\$72,500	\$7,250	\$7,250	\$0	\$7,250
46. 4" PVC SCHED. 40 IRRIGATION SLEEVES		822	LF	\$12.00	\$9,864	\$912	\$8,952	\$0	\$0	\$0	\$300
47. 6" PVC SCHED. 40 IRRIGATION SLEEVES		94	LF	\$15.00	\$1,410	\$615	\$795	\$0	\$0	\$0	\$0
48. 8" BLOW OFF VALVE		4	EA	\$1,650.00	\$6,600	\$0	\$6,600	\$825	\$825	\$0	\$5,775
VII. RECLAIMED WATER SYSTEM						\$1,527	\$422,937	\$23,975	\$21,015	\$2,960	\$74,335
49. 8" WATER MAIN (incl. fittings)		1,885	LF	\$50.00	\$94,250	\$0	\$94,250	\$0	\$0	\$0	\$0
50. 8" VALVE		5	EA	\$1,850.00	\$9,250	\$0	\$9,250	\$0	\$0	\$0	\$0
51. 6" VALVE		1	EA	\$1,695.00	\$1,695	\$0	\$1,695	\$0	\$0	\$0	\$0
52. 2" VALVE		1	EA	\$1,550.00	\$1,550	\$0	\$1,550	\$0	\$0	\$0	\$0
53. 8" BLOW OFF VALVE		1	EA	\$1,650.00	\$1,650	\$0	\$1,650	\$0	\$0	\$0	\$0
54. 6" BLOW OFF VALVE		1	EA	\$1,550.00	\$1,550	\$0	\$1,550	\$0	\$0	\$0	\$0
55. 2" BLOW OFF VALVE		1	EA	\$1,650.00	\$1,650	\$0	\$1,650	\$0	\$0	\$0	\$0
RECLAIMED WATER SYSTEM SUB-TOTAL					\$111,595	\$103,500	\$8,095	\$0	\$0	\$0	\$0
VII. STREETLIGHTS						\$0	\$0	\$0	\$0	\$0	\$0
BOLLARD LIGHTS		1	EA	\$3,250.00	\$3,250	\$0	\$3,250	\$0	\$0	\$0	\$0
56. STREET LIGHTS (SINGLE-Including wire, poles, pedestals)		34	EA	\$5,100.00	\$173,400	\$0	\$173,400	\$10,200	\$10,200	\$0	\$30,600
STREETLIGHT SUB-TOTAL					\$173,400	\$0	\$173,400	\$10,200	\$10,200	\$0	\$30,600
VIII. JOINT TRENCH						\$0	\$0	\$0	\$0	\$0	\$0
57. JOINT TRENCH		3,359	LF	\$90.00	\$302,310	\$0	\$302,310	\$19,890	\$19,890	\$0	\$55,710
58. PARALLEL 4" FIBER OPTIC		623	LF	\$90.00	\$56,070	\$56,070	\$0	\$0	\$0	\$0	\$0
JOINT TRENCH SUB-TOTAL					\$358,380	\$56,070	\$302,310	\$19,890	\$19,890	\$0	\$55,710
SUMMARY											
I. GRADING & EROSION CONTROL					\$338,259	\$0	\$338,259	\$8,732	\$7,313	\$1,419	\$58,197
II. STREET WORK & CONCRETE					\$982,073	\$73,770	\$908,303	\$42,702	\$29,148	\$13,553	\$138,465
III. STORM DRAINAGE					\$546,018	\$106,750	\$439,268	\$24,118	\$24,118	\$0	\$146,205
IV. SEWER SYSTEM					\$276,010	\$0	\$276,010	\$14,580	\$14,580	\$0	\$54,040
V. WATER SYSTEM					\$424,464	\$1,527	\$422,937	\$23,975	\$21,015	\$2,960	\$74,335
VI. RECLAIMED WATER SYSTEM					\$111,595	\$103,500	\$8,095	\$0	\$0	\$0	\$0
VII. STREETLIGHTS					\$173,400	\$0	\$173,400	\$10,200	\$10,200	\$0	\$30,600
VIII. JOINT TRENCH					\$358,380	\$56,070	\$302,310	\$19,890	\$19,890	\$0	\$55,710
SUB-TOTAL:					\$3,210,199	\$341,617	\$2,868,582	\$144,197	\$126,264	\$17,932	\$557,552
10% CONSTRUCTION CONTINGENCY:					\$321,020	\$34,162	\$286,858	\$14,420	\$12,626	\$1,793	\$55,755

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL	OYANG ("F" STREET)	MPRA (1/2 OF FCR EXT.)	CAL-WEST INVESTORS ("E" STREET)
	TOTAL INTRACTS (74 LOTS) COST:					\$375,800	\$3,155,500	\$158,700	\$138,900	\$19,800	\$613,400



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT: CAL-WEST - PHASE 1
 BASED ON: Final Bid Set and Delta Rev 1
 PREPARED BY: BF
 REVISED: 2016-09-01 (Revised based on bid costs and quantities and Delta 1 Plan Revisions)

B. HARRY LORENZO AVENUE (Patriot Way to Farmers Central Road)

(excludes improvements east of east curb/gutter; assumes traffic circle @ FCR has been constructed by Lennar, but includes reimb. costs to Lennar for portion of traffic circle construction)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	STD. PAC.	NON-SLIF DEVELOPER COST	ADJ DRV REIMB. TOTAL	PIONEER VILLAGE	OYANG
I. GRADING & EROSION CONTROL											
1.	CLEAR & GRUB	2.99	AC	\$3,500.00	\$10,478	\$0	\$0	\$0	\$6,913	\$5,822	\$1,091
2.	EXCAVATION TO SUBGRADE	4,500	CY	\$3.95	\$17,775	\$0	\$0	\$17,775	\$11,727	\$9,876	\$1,851
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	73,212	SF	\$0.60	\$43,927	\$0	\$0	\$43,927	\$27,731	\$22,265	\$5,467
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	22,137	SF	\$0.70	\$15,496	\$0	\$0	\$15,496	\$3,421	\$2,568	\$853
5.	REMOVE TREES	1	LS	\$72,276.00	\$72,276	\$0	\$0	\$72,276	\$72,276	\$72,276	\$0
6.	REMOVE ABANDONED GAS MAIN	1	LS	\$87,318.00	\$87,318	\$0	\$0	\$87,318	\$0	\$0	\$0
7.	EROSION CONTROL	2.99	AC	\$2,000.00	\$5,987	\$0	\$0	\$5,987	\$3,950	\$3,327	\$623
	GRADING & EROSION CONTROL SUB-TOTAL				\$253,257	\$0	\$0	\$253,257	\$126,018	\$116,133	\$9,885
II. STREET WORK & CONCRETE											
8.	5" AC PAVEMENT	42,680	SF	\$3.00	\$128,040	\$0	\$0	\$128,040	\$67,095	\$61,143	\$5,952
9.	18" AGGREGATE BASE (Road/Curb/Gutter)	50,881	SF	\$2.85	\$145,011	\$0	\$0	\$145,011	\$79,415	\$70,951	\$8,465
10.	4" AC PAVEMENT (temp. transition and Briggs St. stub)	3,062	SF	\$2.05	\$6,277	\$0	\$0	\$6,277	\$5,780	\$497	\$497
11.	12" AGGREGATE BASE (temp. transition and Briggs))	1,531	SF	\$1.95	\$2,985	\$0	\$0	\$2,985	\$2,985	\$1,532	\$1,454
12.	18" AGGREGATE BASE (temp. transition and Briggs))	6,896	SF	\$1.95	\$13,447	\$0	\$0	\$13,447	\$13,447	\$6,763	\$6,685
13.	23" AGGREGATE BASE (temp. transition shoulder)	924	SF	\$3.55	\$3,280	\$0	\$0	\$3,280	\$3,280	\$1,640	\$1,640
14.	4" PCC SIDEWALK (incl. 4" AB)	10,776	SF	\$5.20	\$56,035	\$0	\$0	\$56,035	\$17,155	\$13,083	\$4,072
15.	SURVEY MONUMENTS	3	EA	\$365.00	\$1,095	\$0	\$0	\$1,095	\$608	\$487	\$122
16.	SIGNAGE AND STRIPING	1	LS	\$23,500.00	\$23,500	\$0	\$0	\$23,500	\$11,750	\$11,750	\$0
17.	ROAD AND SIDEWALK BARRICADES	218	LF	\$30.00	\$6,540	\$0	\$0	\$6,540	\$6,540	\$5,700	\$840
18.	CURB & GUTTER	2,877	LF	\$16.00	\$46,032	\$0	\$0	\$46,032	\$25,952	\$23,648	\$2,304
19.	TEMPORARY AC DIKE	41	LF	\$40.00	\$1,640	\$0	\$0	\$1,640	\$1,640	\$1,640	\$0
20.	DRIVEWAYS	21	EA	\$1,100.00	\$23,100	\$0	\$0	\$23,100	\$0	\$0	\$0
21.	MEDIAN CURB (in traffic circle)	664	SF	\$21.00	\$13,944	\$13,944	\$0	\$0	\$0	\$0	\$0
22.	STAMPED CONCRETE	825	SF	\$23.50	\$19,388	\$0	\$0	\$19,388	\$12,573	\$12,573	\$0
23.	STAMPED CONCRETE (in traffic circle)	4,454	SF	\$19.50	\$86,853	\$86,853	\$0	\$0	\$0	\$0	\$0
24.	PEDESTRIAN RAMPS (incl. detectable warnings)	14	EA	\$1,700.00	\$23,800	\$0	\$0	\$23,800	\$17,000	\$13,600	\$3,400
25.	REMOVE EXISTING AC	38,098	SF	\$0.60	\$22,859	\$0	\$0	\$22,859	\$13,909	\$11,429	\$2,479
26.	FCR/HLA TRAFFIC CIRCLE REIMB. TO LENNAR	1	LS	\$21,909.00	\$21,909	\$0	\$0	\$21,909	\$0	\$0	\$0
27.	SAWCUT EXISTING (AC & Curb & Gutter)	44	LF	\$6.00	\$264	\$0	\$0	\$264	\$198	\$132	\$66
	STREET WORK & CONCRETE SUB-TOTAL				\$645,999	\$100,797	\$0	\$545,202	\$279,824	\$241,850	\$37,975
III. STORM DRAINAGE											
28.	18" RCP STORM DRAIN	414	LF	\$58.00	\$24,012	\$0	\$0	\$24,012	\$12,006	\$12,006	\$0
29.	24" RCP STORM DRAIN	16	LF	\$74.00	\$1,184	\$0	\$0	\$1,184	\$1,184	\$1,184	\$0
30.	42" RCP STORM DRAIN	1,095	LF	\$160.00	\$175,200	\$175,200	\$0	\$0	\$0	\$0	\$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	STD. PAC.	NON-SLIF DEVELOPER COST	ADJ DEV REIMB. TOTAL	PIONEER VILLAGE	OYANG
31. 48" RCP STORM DRAIN		351	LF	\$175.00	\$61,425	\$61,425	\$0	\$0	\$0	\$0	\$0
32. TYPE II SD MANHOLE (36" pipe min.)		10	EA	\$9,500.00	\$95,000	\$95,000	\$0	\$0	\$0	\$0	\$0
33. CURB INLET MANHOLE (Type I MH base)		0	EA	\$5,950.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34. CURB INLET MANHOLE (Type II MH base)		2	EA	\$6,250.00	\$12,500	\$12,500	\$0	\$0	\$0	\$0	\$0
35. CURB INLET		16	EA	\$4,250.00	\$68,000	\$68,000	\$0	\$68,000	\$34,000	\$29,750	\$4,250
36. CAP END		2	EA	\$500.00	\$1,000	\$500	\$0	\$500	\$500	\$500	\$0
STORM DRAINAGE SUB-TOTAL						\$344,625	\$0	\$93,696	\$47,690	\$43,440	\$4,250
IV. SEWER SYSTEM											
37. 8" SDR-35 PVC		1,052	LF	\$54.00	\$56,808	\$0	\$0	\$56,808	\$9,774	\$1,458	\$8,316
38. 8" SDR-35 PVC (LATERAL TIE-IN)		1,065	LF	\$52.00	\$55,380	\$55,380	\$0	\$0	\$0	\$0	\$0
39. 10" SDR-35 PVC		369	LF	\$84.00	\$30,996	\$30,996	\$0	\$0	\$0	\$0	\$0
40. 4" SEWER SERVICE (incl. clean out)		21	EA	\$1,350.00	\$28,350	\$0	\$0	\$28,350	\$0	\$0	\$0
41. 48" SANITARY SEWER MANHOLE STRUCTURE		6	EA	\$5,950.00	\$35,700	\$0	\$0	\$35,700	\$11,900	\$5,950	\$5,950
42. 48" SANITARY SEWER MANHOLE (LATERAL TIE-IN)		5	EA	\$5,250.00	\$26,250	\$26,250	\$0	\$0	\$0	\$0	\$0
43. 48" SANITARY SEWER DROP MANHOLE		5	EA	\$10,200.00	\$51,000	\$51,000	\$0	\$0	\$0	\$0	\$0
44. CAP ENDS		2	EA	\$250.00	\$500	\$250	\$0	\$250	\$250	\$250	\$0
SEWER SYSTEM SUB-TOTAL						\$163,876	\$0	\$121,108	\$21,924	\$7,658	\$14,266
V. WATER SYSTEM											
45. 12" WATER MAIN (Including Fittings)		1,340	LF	\$68.00	\$91,120	\$0	\$91,120	\$0	\$0	\$0	\$0
46. 12" VALVE		7	EA	\$2,850.00	\$19,950	\$0	\$19,950	\$0	\$0	\$0	\$0
47. 8" WATER MAIN (Including Fittings)		1,513	LF	\$44.00	\$66,572	\$52,360	\$0	\$14,212	\$11,440	\$9,504	\$1,936
48. 8" VALVE		14	EA	\$1,850.00	\$25,900	\$14,800	\$0	\$11,100	\$8,325	\$7,400	\$925
49. FIRE HYDRANT AND ASSEMBLY		5	EA	\$7,250.00	\$36,250	\$0	\$0	\$36,250	\$18,125	\$18,125	\$0
50. 1.5" WATER SERVICE (incl. meter)		21	EA	\$2,500.00	\$52,500	\$0	\$0	\$52,500	\$0	\$0	\$0
51. 4" PVC SCHED. 40 IRRIGATION SLEEVES (traff. circ.)		306	LF	\$12.00	\$3,672	\$3,672	\$0	\$0	\$0	\$0	\$0
52. 4" PVC SCHED. 40 IRRIGATION SLEEVES		549	LF	\$12.00	\$6,588	\$0	\$0	\$6,588	\$1,584	\$1,584	\$0
53. 6" PVC SCHED. 40 IRRIGATION SLEEVES		184	LF	\$15.00	\$2,760	\$0	\$0	\$2,760	\$1,815	\$1,815	\$0
54. 6" PVC SCHED. 40 IRRIGATION SLEEVES (traff. circ.)		104	LF	\$15.00	\$1,560	\$1,560	\$0	\$0	\$0	\$0	\$0
54. 8" BLOW OFF VALVE		3	EA	\$1,650.00	\$4,950	\$0	\$0	\$4,950	\$4,950	\$4,950	\$0
WATER SYSTEM SUB-TOTAL						\$72,392	\$111,070	\$128,360	\$46,239	\$43,378	\$2,861
VI. RECLAIMED WATER SYSTEM											
55. 8" WATER MAIN (Including Fittings)		189	LF	\$54.00	\$10,206	\$10,206	\$0	\$0	\$0	\$0	\$0
56. 8" BLOW OFF VALVE		1	EA	\$1,850.00	\$1,850	\$1,850	\$0	\$0	\$0	\$0	\$0
RECLAIMED WATER SYSTEM SUB-TOTAL						\$12,056	\$0	\$0	\$0	\$0	\$0
VII. STREETLIGHTS											
57. STREET LIGHTS (SINGLE-Including wire, poles, pedestals)		18	EA	\$5,100.00	\$91,800	\$0	\$0	\$91,800	\$51,000	\$45,900	\$5,100
STREETLIGHT SUB-TOTAL						\$0	\$0	\$91,800	\$51,000	\$45,900	\$5,100
VIII. DRY UTILITIES											
58. JOINT TRENCH (incl. undergrounding overhead elec. lines)		1,350	LF	\$90.00	\$121,500	\$0	\$0	\$121,500	\$65,250	\$60,750	\$4,500
59. RELOCATE AT&T COPPER LINES		1	LS	\$40,000.00	\$40,000	\$0	\$0	\$40,000	\$0	\$0	\$0
JOINT TRENCH SUB-TOTAL						\$0	\$0	\$161,500	\$65,250	\$60,750	\$4,500
IX. DEWATERING											
60. DEWATERING		1	LS	\$20,000.00	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0
JOINT TRENCH SUB-TOTAL						\$20,000	\$0	\$0	\$0	\$0	\$0
X. LANDSCAPING											
61. LANDSCAPE - PLANTING AND IRRIGATION		652	SF	\$4.50	\$2,934	\$0	\$0	\$2,934	\$828	\$828	\$0

**SUPPLEMENTAL IMPROVEMENTS
REIMBURSEMENT AGREEMENT
Cal West Phase I Map 5075**

This agreement is made this _____ day of _____, 2016, by and between the City of Woodland, California (“City”), Lennar Homes of California a California Corporation, (“Developer”) with respect to the following facts:

RECITALS

- A. WHEREAS, Developer is currently developing a project known as Subdivision No. 5075, Calwest Phase I (the “Project”); and,
- B. WHEREAS, As a condition of developing the Project, the City requires the Developer to construct approximately, 1340 linear feet of 12” water main along the alignment of Harry Lorenzo Avenue; and
- C. WHEREAS, said Public Improvement, was the requirement of Subdivision 4675 and funds were deposited to the City to fund the improvement; and,
- D. WHEREAS, the Project is a refundable Project; and,

NOW, THEREFORE, the parties mutually agree as follows:

- 1. The Public Improvements subject to this Agreement are shown on the improvement plans entitled “Cal-West Phase 1 Subdivision 5075” and described in Exhibit “A” attached hereto. Developer further agrees to and shall fully construct, install and pay for the Public Improvements benefiting both Developer’s and others’ properties to the satisfaction of the City Engineer, and in accordance with the conditions of the Cal West Investors LLC and Optimistic Partners LLC Development Agreement approved May 5, 2015 by the City Council and its subsequent amendments and incorporated herein.
- 2. The City will fully reimburse the Developer for the actual costs of the Public Improvements in accordance with the terms of this Agreement as follows:

The sum equal to the estimated design costs, as specified in the schedule below.

Description	Total Estimated Cost
Estimated Construction Cost for 12” line	\$91,920
Valves	\$19,950
Subtotal	\$111,870
Design 10% fixed	\$11,187
CM/Admin 7% fixed	\$7,831
Total	\$130,888

2. The City shall reimburse Developer its actual costs of the Reimbursable Improvements after acceptance of the Reimbursable Improvements by the City and execution of this agreement. Reimbursement shall require the submission of supporting documentation to the satisfaction of the City Engineer. The total cost of the Reimbursable Improvement is expected not to exceed One Hundred Thirty Thousand Eight Hundred Eighty-Eight Dollars and 00/00 cents (\$130,888.00). The Developer agrees that amount is the reasonable value of the Reimbursable Improvements installed by Developer. The Developer further acknowledges that the total cost paid to Developer for the waterline shall not exceed Four Hundred Forty-Six Thousand Three Hundred Thirty-Three Dollars and 00/00 cents (\$446,333.00) less amount paid by the City to the Developer of "Heidrick 2&3, Subdivision Map 4986 for the reimbursements related the 12" waterline along Farmers Central Road. City is liable to pay from funds deposited previously from Standard Pacific homes only. City is not obligated to pay any cost from the City General Fund, Utility Funds, Spring Lake Interest Earnings, or other City funds. Excess costs will be allowed to be applied to the OWNER's SLIF reimbursement account.
3. This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Public Improvements, nor shall it be construed as a grant to the Developer or the owner of any of the properties shown on Exhibit "B" of any right to any exclusive use or specific capacity in or to the improvements.
4. Each and every provision of this Agreement shall be binding and insure to the benefit of the successors in interest of the parties hereto.
5. All Exhibits hereto are incorporated herein.
6. This is an integrated Agreement containing all of the considerations, understandings, promises and covenants exchanged between the parties with respect to the subject matter hereof.
7. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

By: _____
Paul Navazio, City Manager

DEVELOPER

By: _____


Its: _____
VP



EXHIBIT "A"

LIST OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5075/CAL-WEST PHASE 1 IMPROVEMENT PLANS

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with City and Caltrans or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

1320 Linear feet of 12" water main constructed along the alignment of Harry Lorenzo Avenue

EXHIBIT "B"

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

APN: 041-070-054

**SUPPLEMENTAL IMPROVEMENTS
THIRD PARTY REIMBURSEMENT AGREEMENT
SUBDIVISION 5075 CALWEST 1**

This Supplemental Improvements Third Party Reimbursement Agreement (“Agreement”) is made this _____ day of _____, 20_____, by and between the City of Woodland, California (“City”), and Lennar Homes of California, Inc. a California Corporation, with its principal office located at 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 (“Developer”). City and Developer may be referred to individually herein as “Party” or collectively as “Parties.”

RECITALS

- A. Developer is currently developing a project known as Subdivision No. 5075 Calwest 1 (the “Subdivision”); and,
- B. As a condition of developing the Subdivision or Project, the City requires the Developer to install certain public improvements in excess of the capacity necessary to serve the Subdivision (the “Public Improvements”).
- C. The Public Improvements will serve and benefit the Developer, City, and future development of other properties (“Benefiting Properties”) in the area of the Subdivision, as more specifically described in Exhibit “A” attached hereto and incorporated by reference herein.
- D. Developer is willing to pay the total costs of the Public Improvements, subject to the City’s agreement to collect reimbursement from future Benefiting Properties as they develop, in proportion to the extent that City determines that each Benefiting Property benefits from the Public Improvements, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. **Incorporation of Recitals.** The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.
- 2. **Construction of Public Improvements.** The Public Improvements subject to this Agreement, and the estimated costs therefore, are shown on the improvement plans entitled “Improvement Plans for Subdivision No.5075” and described in Exhibit “B,” attached hereto. Developer agrees to and shall fully construct, install and pay for the Public Improvements benefiting both Developer’s and others’ properties to the satisfaction of the City Public Works Director and in accordance with the Subdivision Improvement Agreement dated as of _____ and incorporated herein.

3. Allocation and Reimbursement of Costs of Public Improvements.

- 3.1 Proportionate Share. Notwithstanding Developer's agreement to advance all of the costs of the Public Improvements, the Developer and each Benefiting Property shall be responsible for its proportionate share of such costs ("Proportionate Share"). In no event shall the City contribute to any reimbursement of the costs of the Public Improvements, or any other costs associated with this Agreement.
- 3.2 Determination of Proportionate Share. The Benefiting Property's Proportionate Share for the Harry Lorenzo Avenue, Farmers Central Road, Farm Road/F St. improvements has been determined based upon the respective street frontages of the Subdivision and the Benefiting Property as shown in the Attachments as followed illustrative distribution (Exhibit C), and Engineers Cost estimate (Exhibit D). The Benefiting Property's Proportionate Share of these improvements has been calculated as shown in the following tables:

Farmers Central Road Extension		
Property (APN)		Reimbursement Amount
Michael B Beeman and Marianne G. Beeman, Co-Trustees of the M.B. Beeman Family Trust "Master Plan Remainder Area" (041-080-014) AKA Costalotta Partnership		\$19,800

F St./Farm Rd.		
Property (APN)		Reimbursement Amount
Oyang Development Corp APN 041-070-037		\$138,900

E Street		
Property (APN)		Reimbursement Amount
Calwest Phase 2 41-070-64		Non Proposed

Harry Lorenzo Avenue from Farmer's Central Road to Patriot Way		
Property (APN)		Reimbursement Amount
Woodland-Pioneer, LLC Pioneer Village (0420-580-002)		\$616,000
Oyang Development Corp APN 041-070-037		\$87,000

Remove 26 Trees From East Side of Harry Lorenzo Avenue		
Property (APN)		Reimbursement Amount
Woodland-Pioneer, LLC Pioneer Village (0420-580-002)		\$42,240

- 3.3 Collection of Benefiting Properties' Proportionate Share. As part of the conditions of approval for development, renovation, reconstruction, or significant change of use of a Benefiting Property, City shall require the developer of a Benefiting Property to pay to the City the Proportionate Share of the subject Benefiting Property as a condition of approval of any discretionary land use application submitted by a Benefiting Property developer to the City.
- 3.4 Reimbursement to Developer. Within one hundred and twenty (120) days of the receipt of each Benefiting Properties' Proportionate Share, City shall remit such Proportionate Share, minus a reasonable amount necessary to cover City's administrative costs, to Developer.
4. **Term of Reimbursement Obligation.** City's obligation to remit Proportionate Shares paid by Benefiting Properties to Developer under this Agreement for the Public Improvements shall continue for a period of twenty (20) years from the date of this Agreement, unless the obligation is sooner satisfied by payment in full of all reimbursable amounts due and owing to Developer under this Agreement or is otherwise terminated as provided in this Agreement.
5. **Reimbursement Deficiencies.** City makes no guarantees, express or implied, that the Benefiting Properties will seek approval of any discretionary land use application within the 20-year period specified in Section 4 above, and in the event that Developer does not recoup his or her full reimbursable portion within the 20-year period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its best efforts to collect reimbursement from the Benefiting Properties, City shall not be liable to Developer for any deficiency in the event City fails to collect reimbursement from one or more Benefiting Properties, regardless of fault or reason for City's failure to collect said reimbursement.
6. **Prevailing Wages.** Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Public Improvements are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the Public Improvements will cost more than \$1,000, Developer shall fully comply with such Prevailing Wage Laws. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Public Improvements available to interested parties upon request, and shall post copies at the Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
7. **Alterations to Public Improvements.** This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Public Improvements, provided the

City shall pay for any additional improvement costs in the event the City enlarges or extends the Public Improvements, nor shall it be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Public Improvements.

8. **Binding on Successors in Interest.** Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.
9. **Indemnity.** Developer shall defend, indemnify and hold City and its officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Developer or its officials, officers, employees, agents, consultants and contractors in connection with this Agreement, including without limitation the payment of attorneys fees, expert witness fees, and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or its directors, officials, officers, employees, agents or volunteers.
10. **Termination.** In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to Developer.
11. **Notice.** Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

Attn: City Manager
City of Woodland
300 First Street
Woodland, CA 95695

DEVELOPER:

Attn: Division President
Lennar Homes
1420 Rocky Ridge, Suite # 320
Roseville, CA 95661

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

12. **Contact Information for Developer.** It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Public Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.

13. **Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
14. **Attorneys Fees.** If any legal action, or any arbitration or other proceeding is initiated for the enforcement/interpretation of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

LENNAR HOMES OF CALIFORNIA INC

By: _____
Paul Navazio, City Manager

Larry Gualco, Vice President

EXHIBIT “A”

BENEFITING PROPERTIES AND CURRENT OWNERSHIP

1. Pioneer Woodland, LLC (0420-580-002)
2. Costalotta Partners LLC (041-080-014)
3. Calwest Phase 2 (41-070-64)
4. Oyang (041-070-037)

EXHIBIT "B"

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with the City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement.

Furnish, construct and install at his/her own expense the improvements required and in accordance to the conditions of approval of Amended and Restated Development Agreement dated September 3, 2013 and subsequent amendments and the "Improvements Plans for Subdivision No. 5075 dated December 17, 2015.

EXHIBIT C



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT: CAL-WEST - PHASE 1

BASED ON: Final Bid Set and Delta Rev 1

PREPARED BY: BF

REVISED: 2016-09-01 (Revised based on bid costs and quantities and Delta 1 Plan Revisions)

A. PHASE 1 INTRACTS

(74 lots; costs for utility services for 22 lots fronting Harry Lorenzo Ave are included in the HLA section of this cost opinion; incl. full street imp. along park frontage for "D" and "H" Streets)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL	OYANG ("F" STREET)	MPRA (1/2 OF FCR EXT.)	CAL-WEST INVESTORS ("E" STREET)
I.	<u>GRADING & EROSION CONTROL</u>										
1.	CLEAR & GRUB	15.16	AC	\$1,200.00	\$18,195	\$0	\$18,195	\$500	\$399	\$100	\$4,208
2.	ROUGH GRADING	34,500	CY	\$4.35	\$150,075	\$0	\$150,075	\$3,294	\$3,294	\$0	\$34,708
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	112,684	SF	\$0.40	\$45,074	\$0	\$45,074	\$4,106	\$2,954	\$1,151	\$7,604
4.	SW-FINISH GRADING, CMPT. SUB-GRADE	50,428	SF	\$0.70	\$35,300	\$0	\$35,300	\$0	\$0	\$0	\$4,664
5.	LOT GRADING	74	EA	\$390.00	\$28,860	\$0	\$28,860	\$0	\$0	\$0	\$0
6.	REGRADE DITCH AT FCR	1	LS	\$30,430.00	\$30,430	\$0	\$30,430	\$0	\$0	\$0	\$0
7.	EROSION CONTROL	15.16	AC	\$2,000.00	\$30,326	\$0	\$30,326	\$833	\$666	\$167	\$7,013
	GRADING & EROSION CONTROL SUB-TOTAL				\$338,259	\$0	\$338,259	\$8,732	\$7,313	\$1,419	\$58,197
II.	<u>STREET WORK & CONCRETE</u>										
8.	4" AC PAVEMENT	94,130	SF	\$2.20	\$207,086	\$0	\$207,086	\$19,582	\$14,219	\$5,364	\$35,893
9.	12" AGGREGATE BASE (Road/Curb/Gutter)	109,602	SF	\$1.80	\$197,284	\$0	\$197,284	\$18,470	\$13,295	\$5,175	\$33,734
10.	4" PCC SIDEWALK (incl. 4" AB)	29,956	SF	\$5.20	\$155,771	\$0	\$155,771	\$0	\$0	\$0	\$29,286
11.	SURVEY MONUMENTS	8	EA	\$365.00	\$2,920	\$0	\$2,920	\$548	\$365	\$183	\$548
12.	SIGNAGE AND STRIPING	1	LS	\$4,950.00	\$4,950	\$0	\$4,950	\$0	\$0	\$0	\$0
13.	CURB & GUTTER	5,742	LF	\$16.00	\$91,872	\$0	\$91,872	\$2,832	\$0	\$2,832	\$15,552
14.	LOW PROFILE CURB & GUTTER	1,814	LF	\$10.00	\$18,140	\$0	\$18,140	\$0	\$0	\$0	\$0
15.	DRIVEWAYS	53	EA	\$1,100.00	\$58,300	\$0	\$58,300	\$0	\$0	\$0	\$0
16.	ROAD AND SIDEWALK BARRICADES	201	EA	\$30.00	\$6,030	\$0	\$6,030	\$630	\$630	\$0	\$5,400
17.	TEMPORARY AC DIKE	67	EA	\$40.00	\$2,680	\$0	\$2,680	\$640	\$640	\$0	\$2,040
18.	STAMPED CONCRETE	2,531	SF	\$16.00	\$40,496	\$0	\$40,496	\$0	\$0	\$0	\$4,112
19.	10' REINF. CONCRETE PATH (Lots D and E)	1,838	SF	\$6.60	\$12,131	\$0	\$12,131	\$0	\$0	\$0	\$0
20.	10' REINF. CONCRETE PATH (Lot F)	2,146	SF	\$6.60	\$14,164	\$14,164	\$0	\$0	\$0	\$0	\$0
21.	LANDSCAPING (Lots D, E, and parkstrip adj. to park)	9,054	SF	\$4.50	\$40,743	\$0	\$40,743	\$0	\$0	\$0	\$0
22.	LANDSCAPING (Lot F and associated parkstrip)	9,383	SF	\$5.50	\$51,607	\$51,607	\$0	\$0	\$0	\$0	\$0
22.	10' PEDESTRIAN RAMPS (incl. detectable warnings and bollards)	4	EA	\$8,000.00	\$32,000	\$8,000	\$24,000	\$0	\$0	\$0	\$0
23.	PEDESTRIAN RAMPS (incl. detectable warnings)	27	EA	\$1,700.00	\$45,900	\$0	\$45,900	\$0	\$0	\$0	\$11,900
	STREET WORK & CONCRETE SUB-TOTAL				\$982,073	\$73,770	\$908,303	\$42,702	\$29,148	\$13,553	\$138,465
III.	<u>STORM DRAINAGE</u>										
24.	18" RCP STORM DRAIN	2,306	LF	\$58.00	\$133,748	\$0	\$133,748	\$11,368	\$11,368	\$0	\$17,690
25.	24" RCP STORM DRAIN	425	LF	\$74.00	\$31,450	\$0	\$31,450	\$0	\$0	\$0	\$9,620
26.	30" RCP STORM DRAIN	291	LF	\$110.00	\$32,010	\$0	\$32,010	\$0	\$0	\$0	\$32,010
27.	36" RCP STORM DRAIN	501	LF	\$110.00	\$55,110	\$0	\$55,110	\$0	\$0	\$0	\$28,160
28.	42" RCP STORM DRAIN (oversized for CWI)	0	LF	\$160.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29.	60" RCP STORM DRAIN	427	LF	\$250.00	\$106,750	\$106,750	\$0	\$0	\$0	\$0	\$0
30.	TYPE I SD MANHOLE (36" pipe max.)	4	EA	\$4,950.00	\$19,800	\$0	\$19,800	\$0	\$0	\$0	\$9,900
31.	TYPE II SD MANHOLE (36" pipe min.)	1	EA	\$9,500.00	\$9,500	\$0	\$9,500	\$0	\$0	\$0	\$4,750
32.	CURB INLET MANHOLE (Type I MH base)	12	EA	\$5,950.00	\$71,400	\$0	\$71,400	\$0	\$0	\$0	\$35,700
33.	CURB INLET MANHOLE (Type II MH base)	3	EA	\$6,250.00	\$18,750	\$0	\$18,750	\$0	\$0	\$0	\$3,125

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL	OYANG ("F" STREET)	MPRA (1/2 OF FCR EXT.)	CAL-WEST INVESTORS ("E" STREET)
34.	CURB INLET	14	EA	\$4,250.00	\$59,500	\$0	\$59,500	\$12,750	\$12,750	\$0	\$4,250
35.	SEDIMENTATION BASIN	4	EA	\$1,750.00	\$7,000	\$0	\$7,000	\$0	\$0	\$0	\$0
36.	CAP END	2	EA	\$500.00	\$1,000	\$0	\$1,000	\$0	\$0	\$0	\$1,000
	STORM DRAINAGE SUB-TOTAL				\$546,018	\$106,750	\$439,268	\$24,118	\$24,118	\$0	\$146,205
IV.	<u>SEWER SYSTEM</u>										
37.	8" SDR-35 PVC	3,184	LF	\$40.00	\$127,360	\$0	\$127,360	\$10,080	\$10,080	\$0	\$25,240
38.	48" SEWER MANHOLE	11	EA	\$5,250.00	\$57,750	\$0	\$57,750	\$4,375	\$4,375	\$0	\$14,875
39.	4" SEWER SERVICE (incl. clean out)	62	EA	\$1,450.00	\$89,900	\$0	\$89,900	\$0	\$0	\$0	\$13,050
40.	CAP END	4	EA	\$250.00	\$1,000	\$0	\$1,000	\$125	\$125	\$0	\$875
	SEWER SYSTEM SUB-TOTAL				\$276,010	\$0	\$276,010	\$14,580	\$14,580	\$0	\$54,040
V.	<u>DOMESTIC WATER SYSTEM</u>										
41.	8" WATER MAIN (incl. fittings)	3,452	LF	\$40.00	\$138,080	\$0	\$138,080	\$12,200	\$9,240	\$2,960	\$25,560
42.	8" VALVE	21	EA	\$1,850.00	\$38,850	\$0	\$38,850	\$3,700	\$3,700	\$0	\$12,950
43.	1.5" WATER SERVICE (incl. meter)	62	EA	\$2,500.00	\$155,000	\$0	\$155,000	\$0	\$0	\$0	\$22,500
44.	6" WATER SERVICE	1	EA	\$2,160.00	\$2,160	\$0	\$2,160	\$0	\$0	\$0	\$0
45.	FIRE HYDRANT AND ASSEMBLY	10	EA	\$7,250.00	\$72,500	\$0	\$72,500	\$7,250	\$7,250	\$0	\$7,250
46.	4" PVC SCHED. 40 IRRIGATION SLEEVES	822	LF	\$12.00	\$9,864	\$912	\$8,952	\$0	\$0	\$0	\$300
47.	6" PVC SCHED. 40 IRRIGATION SLEEVES	94	LF	\$15.00	\$1,410	\$615	\$795	\$0	\$0	\$0	\$0
48.	8" BLOW OFF VALVE	4	EA	\$1,650.00	\$6,600	\$0	\$6,600	\$825	\$825	\$0	\$5,775
	WATER SYSTEM SUB-TOTAL				\$424,464	\$1,527	\$422,937	\$23,975	\$21,015	\$2,960	\$74,335
VI.	<u>RECLAIMED WATER SYSTEM</u>										
49.	8" WATER MAIN (incl. fittings)	1,885	LF	\$50.00	\$94,250	\$94,250	\$0	\$0	\$0	\$0	\$0
50.	8" VALVE	5	EA	\$1,850.00	\$9,250	\$9,250	\$0	\$0	\$0	\$0	\$0
51.	6" VALVE	1	EA	\$1,695.00	\$1,695	\$0	\$1,695	\$0	\$0	\$0	\$0
52.	2" VALVE	1	EA	\$1,550.00	\$1,550	\$0	\$1,550	\$0	\$0	\$0	\$0
53.	8" BLOW OFF VALVE	1	EA	\$1,650.00	\$1,650	\$0	\$1,650	\$0	\$0	\$0	\$0
54.	6" BLOW OFF VALVE	1	EA	\$1,550.00	\$1,550	\$0	\$1,550	\$0	\$0	\$0	\$0
55.	2" BLOW OFF VALVE	1	EA	\$1,650.00	\$1,650	\$0	\$1,650	\$0	\$0	\$0	\$0
	RECLAIMED WATER SYSTEM SUB-TOTAL				\$111,595	\$103,500	\$8,095	\$0	\$0	\$0	\$0
VII.	<u>STREETLIGHTS</u>										
	BOLLARD LIGHTS	1	EA	\$3,250.00	\$3,250	\$0	\$3,250	\$0	\$0	\$0	\$0
56.	STREET LIGHTS (SINGLE-Including wire, poles, pedestals)	34	EA	\$5,100.00	\$173,400	\$0	\$173,400	\$10,200	\$10,200	\$0	\$30,600
	STREETLIGHT SUB-TOTAL				\$173,400	\$0	\$173,400	\$10,200	\$10,200	\$0	\$30,600
VIII.	<u>JOINT TRENCH</u>										
57.	JOINT TRENCH	3,359	LF	\$90.00	\$302,310	\$0	\$302,310	\$19,890	\$19,890	\$0	\$55,710
58.	PARALLEL 4" FIBER OPTIC	623	LF	\$90.00	\$56,070	\$56,070	\$0	\$0	\$0	\$0	\$0
	JOINT TRENCH SUB-TOTAL				\$358,380	\$56,070	\$302,310	\$19,890	\$19,890	\$0	\$55,710
	SUMMARY										
I.	GRADING & EROSION CONTROL				\$338,259	\$0	\$338,259	\$8,732	\$7,313	\$1,419	\$58,197
II.	STREET WORK & CONCRETE				\$982,073	\$73,770	\$908,303	\$42,702	\$29,148	\$13,553	\$138,465
III.	STORM DRAINAGE				\$546,018	\$106,750	\$439,268	\$24,118	\$24,118	\$0	\$146,205
IV.	SEWER SYSTEM				\$276,010	\$0	\$276,010	\$14,580	\$14,580	\$0	\$54,040
V.	WATER SYSTEM				\$424,464	\$1,527	\$422,937	\$23,975	\$21,015	\$2,960	\$74,335
VI.	RECLAIMED WATER SYSTEM				\$111,595	\$103,500	\$8,095	\$0	\$0	\$0	\$0
VII.	STREETLIGHTS				\$173,400	\$0	\$173,400	\$10,200	\$10,200	\$0	\$30,600
VIII.	JOINT TRENCH				\$358,380	\$56,070	\$302,310	\$19,890	\$19,890	\$0	\$55,710
	SUB-TOTAL:				\$3,210,199	\$341,617	\$2,868,582	\$144,197	\$126,264	\$17,932	\$557,552
	10% CONSTRUCTION CONTINGENCY:				\$321,020	\$34,162	\$286,858	\$14,420	\$12,626	\$1,793	\$55,755

								ADJ. DEV. REIMB. TOTAL	OYANG ("F" STREET)	MPRA (1/2 OF FCR EXT.)	CAL-WEST INVESTORS ("E" STREET)
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST				
TOTAL INTRACTS (74 LOTS) COST :					\$3,531,300	\$375,800	\$3,155,500	\$158,700	\$138,900	\$19,800	\$613,400



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: CAL-WEST - PHASE 1
BASED ON: Final Bid Set and Delta Rev 1
PREPARED BY: BF
REVISED: 2016-09-01 (Revised based on bid costs and quantities and Delta 1 Plan Revisions)

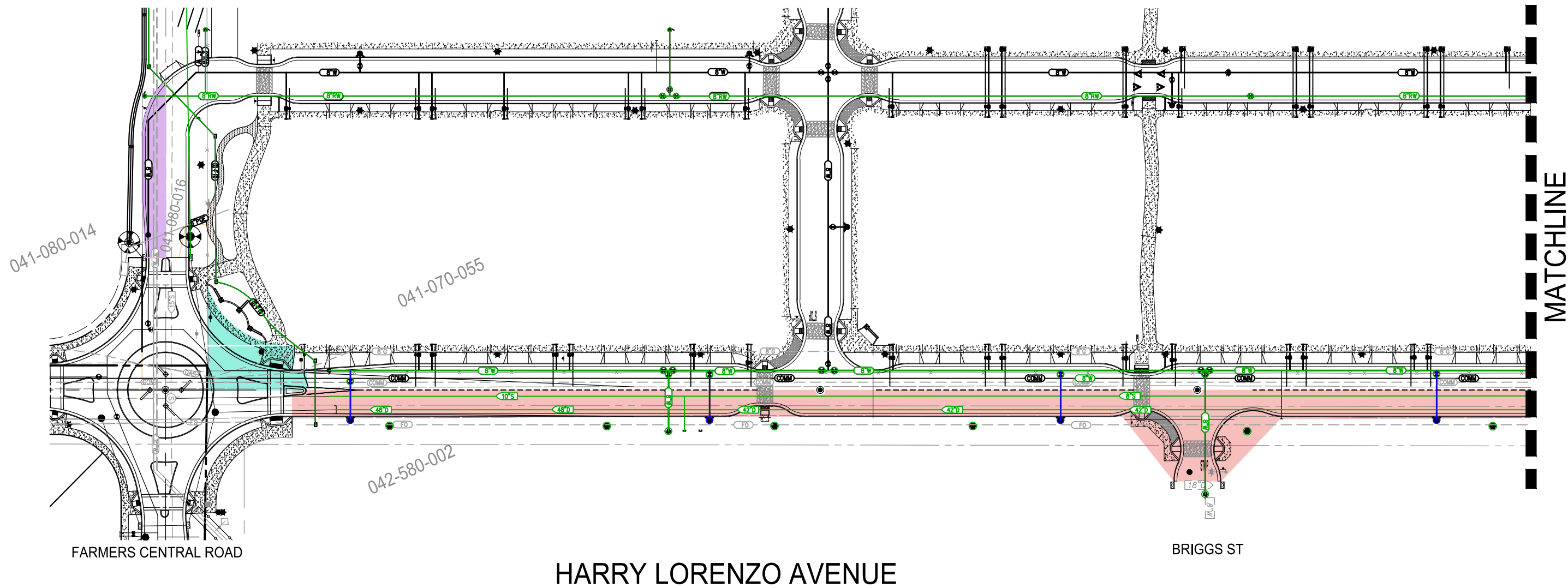
B. HARRY LORENZO AVENUE (Patriot Way to Farmers Central Road)

(excludes improvements east of east curb/gutter; assumes traffic circle @ FCR has been constructed by Lennar, but includes reimb. costs to Lennar for portion of traffic circle construction)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	STD. PAC.	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL	PIONEER VILLAGE	OYANG
I.	<u>GRADING & EROSION CONTROL</u>										
1.	CLEAR & GRUB	2.99	AC	\$3,500.00	\$10,478	\$0	\$0	\$10,478	\$6,913	\$5,822	\$1,091
2.	EXCAVATION TO SUBGRADE	4,500	CY	\$3.95	\$17,775	\$0	\$0	\$17,775	\$11,727	\$9,876	\$1,851
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	73,212	SF	\$0.60	\$43,927	\$0	\$0	\$43,927	\$27,731	\$22,265	\$5,467
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	22,137	SF	\$0.70	\$15,496	\$0	\$0	\$15,496	\$3,421	\$2,568	\$853
5.	REMOVE TREES	1	LS	\$72,276.00	\$72,276	\$0	\$0	\$72,276	\$72,276	\$72,276	\$0
6.	REMOVE ABANDONED GAS MAIN	1	LS	\$87,318.00	\$87,318	\$0	\$0	\$87,318	\$0	\$0	\$0
7.	EROSION CONTROL	2.99	AC	\$2,000.00	\$5,987	\$0	\$0	\$5,987	\$3,950	\$3,327	\$623
	GRADING & EROSION CONTROL SUB-TOTAL				\$253,257	\$0	\$0	\$253,257	\$126,018	\$116,133	\$9,885
II.	<u>STREET WORK & CONCRETE</u>										
8.	5" AC PAVEMENT	42,680	SF	\$3.00	\$128,040	\$0	\$0	\$128,040	\$67,095	\$61,143	\$5,952
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	50,881	SF	\$2.85	\$145,011	\$0	\$0	\$145,011	\$79,415	\$70,951	\$8,465
10.	4" AC PAVEMENT (temp. transition and Briggs St. stub)	3,062	SF	\$2.05	\$6,277	\$0	\$0	\$6,277	\$6,277	\$5,780	\$497
11.	12" AGGREGATE BASE (temp. transition and Briggs))	1,531	SF	\$1.95	\$2,985	\$0	\$0	\$2,985	\$2,985	\$1,532	\$1,454
12.	18" AGGREGATE BASE (temp. transition and Briggs))	6,896	SF	\$1.95	\$13,447	\$0	\$0	\$13,447	\$13,447	\$6,763	\$6,685
13.	23" AGGREGATE BASE (temp. transition shoulder)	924	SF	\$3.55	\$3,280	\$0	\$0	\$3,280	\$3,280	\$1,640	\$1,640
14.	4" PCC SIDEWALK (incl. 4" AB)	10,776	SF	\$5.20	\$56,035	\$0	\$0	\$56,035	\$17,155	\$13,083	\$4,072
15.	SURVEY MONUMENTS	3	EA	\$365.00	\$1,095	\$0	\$0	\$1,095	\$608	\$487	\$122
16.	SIGNAGE AND STRIPING	1	LS	\$23,500.00	\$23,500	\$0	\$0	\$23,500	\$11,750	\$11,750	\$0
17.	ROAD AND SIDEWALK BARRICADES	218	LF	\$30.00	\$6,540	\$0	\$0	\$6,540	\$6,540	\$5,700	\$840
18.	CURB & GUTTER	2,877	LF	\$16.00	\$46,032	\$0	\$0	\$46,032	\$25,952	\$23,648	\$2,304
19.	TEMPORARY AC DIKE	41	LF	\$40.00	\$1,640	\$0	\$0	\$1,640	\$1,640	\$1,640	\$0
20.	DRIVEWAYS	21	EA	\$1,100.00	\$23,100	\$0	\$0	\$23,100	\$0	\$0	\$0
21.	MEDIAN CURB (in traffic circle)	664	SF	\$21.00	\$13,944	\$13,944	\$0	\$0	\$0	\$0	\$0
22.	STAMPED CONCRETE	825	SF	\$23.50	\$19,388	\$0	\$0	\$19,388	\$12,573	\$12,573	\$0
23.	STAMPED CONCRETE (in traffic circle)	4,454	SF	\$19.50	\$86,853	\$86,853	\$0	\$0	\$0	\$0	\$0
24.	PEDESTRIAN RAMPS (incl. detectable warnings)	14	EA	\$1,700.00	\$23,800	\$0	\$0	\$23,800	\$17,000	\$13,600	\$3,400
25.	REMOVE EXISTING AC	38,098	SF	\$0.60	\$22,859	\$0	\$0	\$22,859	\$13,909	\$11,429	\$2,479
26.	FCR/HLA TRAFFIC CIRCLE REIMB. TO LENNAR	1	LS	\$21,909.00	\$21,909	\$0	\$0	\$21,909	\$0	\$0	\$0
27.	SAWCUT EXISTING (AC & Curb & Gutter)	44	LF	\$6.00	\$264	\$0	\$0	\$264	\$198	\$132	\$66
	STREET WORK & CONCRETE SUB-TOTAL				\$645,999	\$100,797	\$0	\$545,202	\$279,824	\$241,850	\$37,975
III.	<u>STORM DRAINAGE</u>										
28.	18" RCP STORM DRAIN	414	LF	\$58.00	\$24,012	\$0	\$0	\$24,012	\$12,006	\$12,006	\$0
29.	24" RCP STORM DRAIN	16	LF	\$74.00	\$1,184	\$0	\$0	\$1,184	\$1,184	\$1,184	\$0
30.	42" RCP STORM DRAIN	1,095	LF	\$160.00	\$175,200	\$175,200	\$0	\$0	\$0	\$0	\$0

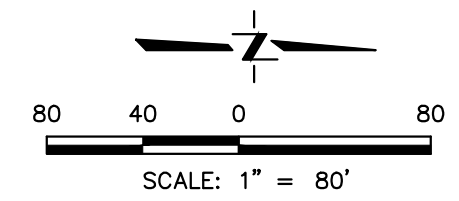
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	STD. PAC.	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL	PIONEER VILLAGE	OYANG
31.	48" RCP STORM DRAIN	351	LF	\$175.00	\$61,425	\$61,425	\$0	\$0	\$0	\$0	\$0
32.	TYPE II SD MANHOLE (36" pipe min.)	10	EA	\$9,500.00	\$95,000	\$95,000	\$0	\$0	\$0	\$0	\$0
33.	CURB INLET MANHOLE (Type I MH base)	0	EA	\$5,950.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34.	CURB INLET MANHOLE (Type II MH base)	2	EA	\$6,250.00	\$12,500	\$12,500	\$0	\$0	\$0	\$0	\$0
35.	CURB INLET	16	EA	\$4,250.00	\$68,000	\$0	\$0	\$68,000	\$34,000	\$29,750	\$4,250
36.	CAP END	2	EA	\$500.00	\$1,000	\$500	\$0	\$500	\$500	\$500	\$0
STORM DRAINAGE SUB-TOTAL					\$438,321	\$344,625	\$0	\$93,696	\$47,690	\$43,440	\$4,250
IV. SEWER SYSTEM											
37.	8" SDR-35 PVC	1,052	LF	\$54.00	\$56,808	\$0	\$0	\$56,808	\$9,774	\$1,458	\$8,316
38.	8" SDR-35 PVC (LATERAL TIE-IN)	1,065	LF	\$52.00	\$55,380	\$55,380	\$0	\$0	\$0	\$0	\$0
39.	10" SDR-35 PVC	369	LF	\$84.00	\$30,996	\$30,996	\$0	\$0	\$0	\$0	\$0
40.	4" SEWER SERVICE (incl. clean out)	21	EA	\$1,350.00	\$28,350	\$0	\$0	\$28,350	\$0	\$0	\$0
41.	48" SANITARY SEWER MANHOLE STRUCTURE	6	EA	\$5,950.00	\$35,700	\$0	\$0	\$35,700	\$11,900	\$5,950	\$5,950
42.	48" SANITARY SEWER MANHOLE (LATERAL TIE-IN)	5	EA	\$5,250.00	\$26,250	\$26,250	\$0	\$0	\$0	\$0	\$0
43.	48" SANITARY SEWER DROP MANHOLE	5	EA	\$10,200.00	\$51,000	\$51,000	\$0	\$0	\$0	\$0	\$0
44.	CAP ENDS	2	EA	\$250.00	\$500	\$250	\$0	\$250	\$250	\$250	\$0
SEWER SYSTEM SUB-TOTAL					\$284,984	\$163,876	\$0	\$121,108	\$21,924	\$7,658	\$14,266
V. WATER SYSTEM											
45.	12" WATER MAIN (Including Fittings)	1,340	LF	\$68.00	\$91,120	\$0	\$91,120	\$0	\$0	\$0	\$0
46.	12" VALVE	7	EA	\$2,850.00	\$19,950	\$0	\$19,950	\$0	\$0	\$0	\$0
47.	8" WATER MAIN (Including Fittings)	1,513	LF	\$44.00	\$66,572	\$52,360	\$0	\$14,212	\$11,440	\$9,504	\$1,936
48.	8" VALVE	14	EA	\$1,850.00	\$25,900	\$14,800	\$0	\$11,100	\$8,325	\$7,400	\$925
49.	FIRE HYDRANT AND ASSEMBLY	5	EA	\$7,250.00	\$36,250	\$0	\$0	\$36,250	\$18,125	\$18,125	\$0
50.	1.5" WATER SERVICE (incl. meter)	21	EA	\$2,500.00	\$52,500	\$0	\$0	\$52,500	\$0	\$0	\$0
51.	4" PVC SCHED. 40 IRRIGATION SLEEVES (traff. circ.)	306	LF	\$12.00	\$3,672	\$3,672	\$0	\$0	\$0	\$0	\$0
52.	4" PVC SCHED. 40 IRRIGATION SLEEVES	549	LF	\$12.00	\$6,588	\$0	\$0	\$6,588	\$1,584	\$1,584	\$0
53.	6" PVC SCHED. 40 IRRIGATION SLEEVES	184	LF	\$15.00	\$2,760	\$0	\$0	\$2,760	\$1,815	\$1,815	\$0
54.	6" PVC SCHED. 40 IRRIGATION SLEEVES (traff. circ.)	104	LF	\$15.00	\$1,560	\$1,560	\$0	\$0	\$0	\$0	\$0
54.	8" BLOW OFF VALVE	3	EA	\$1,650.00	\$4,950	\$0	\$0	\$4,950	\$4,950	\$4,950	\$0
WATER SYSTEM SUB-TOTAL					\$311,822	\$72,392	\$111,070	\$128,360	\$46,239	\$43,378	\$2,861
VI. RECLAIMED WATER SYSTEM											
55.	8" WATER MAIN (Including Fittings)	189	LF	\$54.00	\$10,206	\$10,206	\$0	\$0	\$0	\$0	\$0
56.	8" BLOW OFF VALVE	1	EA	\$1,850.00	\$1,850	\$1,850	\$0	\$0	\$0	\$0	\$0
RECLAIMED WATER SYSTEM SUB-TOTAL					\$12,056	\$12,056	\$0	\$0	\$0	\$0	\$0
VII. STREETLIGHTS											
57.	STREET LIGHTS (SINGLE-Including wire, poles, pedestals)	18	EA	\$5,100.00	\$91,800	\$0	\$0	\$91,800	\$51,000	\$45,900	\$5,100
STREETLIGHT SUB-TOTAL					\$91,800	\$0	\$0	\$91,800	\$51,000	\$45,900	\$5,100
VIII. DRY UTILITIES											
58.	JOINT TRENCH (incl. undergrounding overhead elec. lines)	1,350	LF	\$90.00	\$121,500	\$0	\$0	\$121,500	\$65,250	\$60,750	\$4,500
59.	RELOCATE AT&T COPPER LINES	1	LS	\$40,000.00	\$40,000	\$0	\$0	\$40,000	\$0	\$0	\$0
JOINT TRENCH SUB-TOTAL					\$161,500	\$0	\$0	\$161,500	\$65,250	\$60,750	\$4,500
IX. DEWATERING											
60.	DEWATERING	1	LS	\$20,000.00	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0
JOINT TRENCH SUB-TOTAL					\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0
X. LANDSCAPING											
61.	LANDSCAPE - PLANTING AND IRRIGATION	652	SF	\$4.50	\$2,934	\$0	\$0	\$2,934	\$828	\$828	\$0

EXHIBIT D



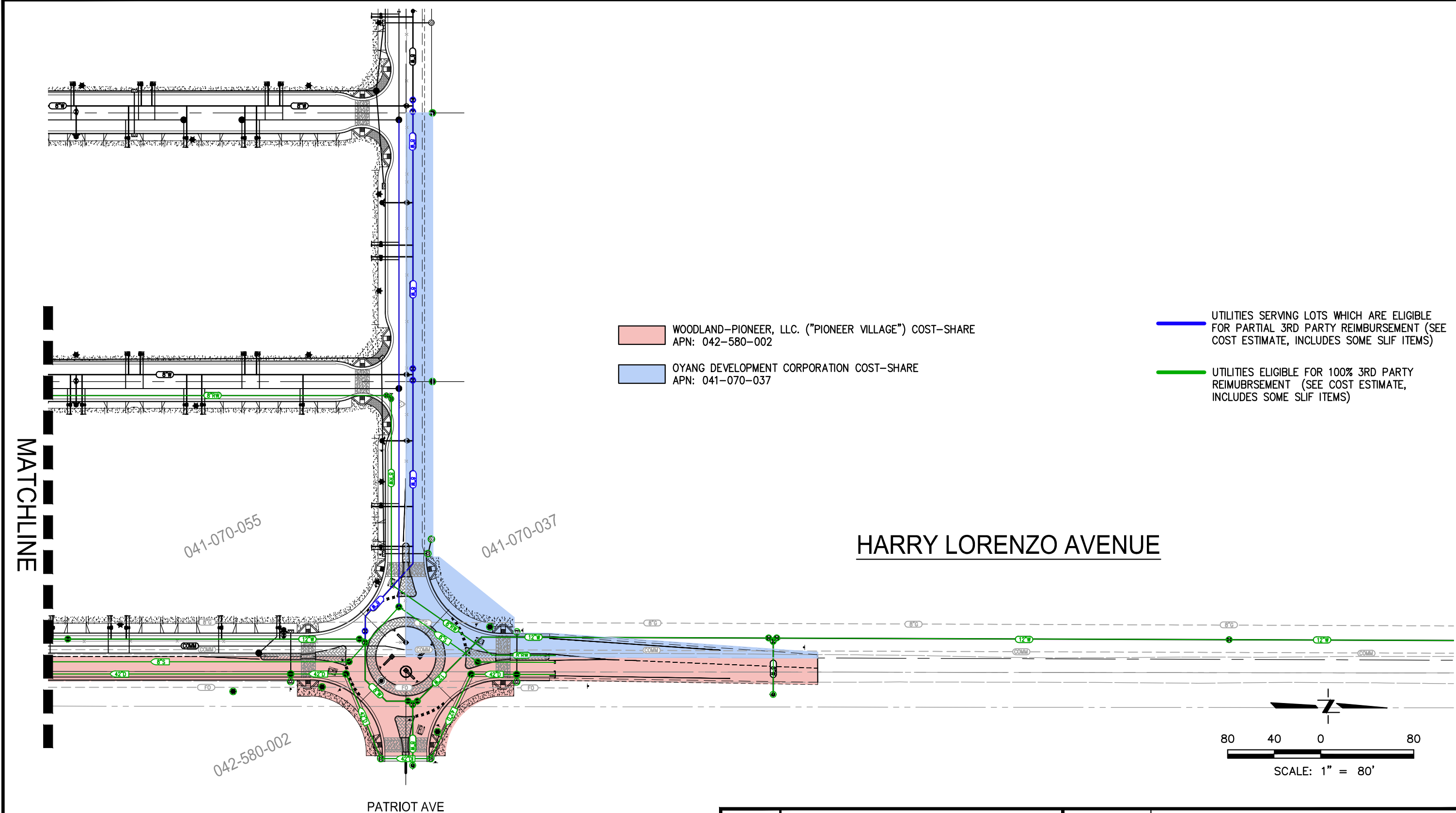
- MASTER PLAN REMAINDER AREA ("BEEMAN") COST-SHARE
APN: 041-080-014
- WOODLAND-PIONEER, LLC. ("PIONEER VILLAGE") COST-SHARE
APN: 042-580-002
- OPTIMISTIC PARTNERS ("CAL-WEST") COST-SHARE AS NOTED IN HEIDRICK RANCH
APN: 041-070-055

- UTILITIES SERVING LOTS WHICH ARE ELIGIBLE FOR PARTIAL 3RD PARTY REIMBURSEMENT (SEE COST ESTIMATE, INCLUDES SOME SLIF ITEMS)
- UTILITIES ELIGIBLE FOR 100% 3RD PARTY REIMBURSEMENT (SEE COST ESTIMATE, INCLUDES SOME SLIF ITEMS)



NOTE: SLIF ITEMS ARE NOT SEPARATELY IDENTIFIED ON THIS EXHIBIT

 CUNNINGHAM ENGINEERING CECWEST.COM	Project Planning ■ Civil Engineering ■ Landscape Architecture		PROJECT: CALWEST PHASE 1	
	■ Sacramento Office 2120 20th Street, Suite Three Sacramento, CA 95818 (916) 455-2026		■ Davis Office 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026	
	DESCRIPTION: 3RD PARTY REIMB. COST SHARE EXHIBIT		SHEET 1 OF 2 NORTH	
	DATE: 04/07/16			
	BY: KD			
JOB NO: 1472.00				
SCALE: 1" = 80'				



NOTE: SLIF ITEMS ARE NOT SEPARATELY IDENTIFIED ON THIS EXHIBIT



CECWEST.COM

Project Planning ■ Civil Engineering ■ Landscape Architecture

■ Sacramento Office ■ Davis Office

2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

PROJECT:	CALWEST PHASE 1		
DESCRIPTION:	3RD PARTY REIMB. COST SHARE EXHIBIT		
DATE:	04/07/2016	SHEET 2 OF 2	 NORTH
BY:	KD		
JOB NO:	1472.00		
SCALE:	1" = 80'		

Main Street

East Main Street



College Street

East Street

Bourne Dr.

To Sacramento

I-5

Gibson Road



East Gibson Road

Farmers Central Road

Cal West Phase 1
Subdivision 5075

Heritage Parkway

HWY 113

To Davis

Harry Lorenzo Ave

102

Legislation Text

4.

File #: 16-792, Version: 2

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Yolo County Commission on Aging & Adult Services Appointment of Heidi Wheeler

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Commission on Aging Commissioner Heidi Wheeler as the City's representative on the Yolo County Commission on Aging & Adult Services.

Staff Contact

Dallas Tringali, Community Services Program Manager - 530-661-2005, Dallas.tringali@cityofwoodland.org

Background

Yolo County's Commission on Aging & Adult Services is comprised of 14 members, including: one from each of the five supervisorial districts, four members-at-large appointed by the Yolo County Board of Supervisors, one representing the County Administrator's office, one representing the Public Guardian's office, and one from each of the three City Commissions on Aging (Davis, West Sacramento, and Woodland).

The Yolo County Commission reviews and makes recommendations on specific issues and policy questions, as well as state and federal legislation and regulations relating to the aged, disabled, or other adults needing the protection of authority and state; serves as the County's policy liaison to the Area 4 Agency on Aging; reviews, considers, develops and advances plans for Board of Supervisors' consideration for better coordination of County resources devoted to the aged, disabled and other adults needing the protection of authority and state.

The City of Woodland's representative, M. Therese Brown, recently resigned from the City's Commission on Aging. The City's seat on the Yolo County Commission has been vacant since August.

Discussion

On October 20, 2016, the Woodland Commission on Aging approved a recommendation to the City Council to have Commissioner Heidi Wheeler represent the City's Commission on Aging on the County's Commission on Aging & Adult Services.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Commission on Aging Commissioner Heidi Wheeler as the City's representative on the Yolo County Commission on Aging & Adult Services.

Prepared by: Dallas Tringali, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

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

Paul Navazio, City Manager

Attachment: Commission on Aging & Adult Services summary, Appointment Resolution

Commission on Aging & Adult Services

Purpose: Upon request of the Board of Supervisors, this commission reviews and makes recommendations on specific issues and policy questions, as well as state and federal legislation and regulations relating to the aged, disabled, or other adults needing the protection of authority and state; serves as the County's policy liaison to the Area 4 Agency on Aging; reviews, considers, develops and advances plans for Board of Supervisors' consideration for better coordination of County resources devoted to the aged, disabled and other adults needing the protection of authority and state.

Authority: Resolution No. 04-90 (5/4/04) based on 42 USC Sec. 3026...45 CFR – 1321.57

Staff Liaison: Sheila Allen

Telephone: 530-757-5583

Email: sheila.allen@yolocounty.org

Board of Supervisors Representative: Supervisor Jim Provenza
Supervisor Oscar Villegas (Alternate)

Telephone: 530-666-8624
916-375-6441

Email: jim.provenza@yolocounty.org
oscar.villegas@yolocounty.org

Makeup of membership: 14 members appointed by the Board of Supervisors:

One - appointed from each supervisorial district

Four - at large members. (Board appointed)

Three - members from the Commission On Aging from Woodland, Davis, and West Sacramento (Parks, Recreation & Intergenerational Services Commission) – No fixed or limited term.

One - each representing the County Administrator's office and Public Guardian's office – No fixed or limited term.

Membership terms: Two year terms commencing Jan 31

Frequency and time of meetings: 4th Wednesday every other month from 9:00 to 10:00 A.M. at the Davis 600 A Street Building. (Please call staff liaison for meeting dates)

Current Committee membership and terms:

Member	Category/District	Date Appointed	Expiration of Term
Jeri Wingfield	1	4/28/2015	1/30/2017
VACANT	2		1/30/2017
Georgianne Hulbert	3	1/27/2015	1/30/2017
Elaine Roberts Musser	4	3/10/2015	1/30/2017
Mardi Bagan	5	2/10/2015	1/30/2017
Siv Winberg	At-large (Board Appt'd)	3/8/2016	1/30/2017
Dawn Myers Purkey	At-large (Board Appt'd)	3/10/2015	1/30/2017
Ryenn Austin-Brown	At-large (Board Appt'd)	2/24/2015	1/30/2017
Louise Bettner	At-large (Board Appt'd)	3/10/15	1/30/2017
Jesse Salinas	CAO or designee	7/12/2011	No limit
Cass Sylvia	Public Guardian	1/26/2010	No limit
Therese Brown	Wldd Comm. on Aging	4/7/2015	No limit
Evelyn Mendez	Davis Commission on Aging	10/10/2013	No limit
Daniel Clayton	W. Sac Parks, Recreation & Intergenrational Services Comm.	4/13/2016	No limit

How to apply to be a member of this committee:

Individuals interested in serving on this advisory body may submit an application to the Yolo County Board of Supervisors' Office, 625 Court Street, Room 204, Woodland, CA 95695 or by completing an application on our website at www.yolocounty.org > Residents > Advisory Bodies. For more information please call the Clerk of the Board at (530) 666-8195.

CITY OF WOODLAND

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPOINTING A REPRESENTATIVE TO SERVE ON THE YOLO COUNTY
COMMISSION ON AGING & ADULT SERVICES

WHEREAS, the City of Woodland City Code Section 2-7-81 establishes a Commission on Aging; and

WHEREAS, the County of Yolo adopted Resolution No. 04-90 to create a Commission on Aging & Adult Services; and

WHEREAS, said Yolo County Commission on Aging & Adult Services includes a representative of the City of Woodland Commission on Aging who is appointed by the City Council, which is currently a vacant position; and

WHEREAS, the City of Woodland Commission on Aging approved Commissioner Heidi Wheeler to represent the Commission on Aging on Yolo County's Commission on Aging & Adult Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland appoints Heidi Wheeler to serve as the City's representative to said Commission on Aging & Adult Services.

PASSED AND ADOPTED this 1st day of November, 2016, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members

Jim Hilliard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

Legislation Text

5.

File #: 16-764, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Introduction and First Reading of an Ordinance adopting Changes to the California Building, Plumbing, Mechanical and Electrical Codes

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2016 Edition of the California Building Standards (California Code of Regulations, Title 24), consisting of the 2016 California Building Code; the 2016 California Electrical Code; the 2016 California Mechanical; the 2016 California Plumbing; the 2016 California Green Building Code; the 2016 California Residential Code, along with the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings; the 1997 Edition of the Uniform Housing Code, and the 1997 Edition of the Uniform Security Code, together with certain additions, insertions, deletions and changes thereto.

Staff Contact

Paul Siegel, Chief Building Official - (530) 661-5819; paul.siegel@cityofwoodland.org

Fiscal Impact

There is no net new fiscal impact to the City associated with this amendment. Costs for purchasing 4 sets of the 2016 California Codes at an approximate cost of \$2,000 and staff training will be covered within the FY 2016/17 department budget.

Report in Brief

This adoption of the 2016 California Building Standards Code, along with other Uniform Codes, will comprise the new Building, Plumbing, Mechanical, Electrical, and Green Codes for the City of Woodland. Code adoption is a two-step process: first at this meeting the Council introduces the new codes, approves a public notice, and at a following Council meeting, after all required public notice has been completed, the formal adoption action takes place.

Staff recommends that the City Council waive reading, read by title only, and introduction the Ordinance to adopt by reference the 2016 California Building Standards Code that includes the Building, Plumbing, Mechanical, Electric, Residential, and Green Codes, along with the Uniform Housing Code, 1997 Edition, the Uniform Security Code, 1997 Edition, the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition with various additions, insertions, deletions, and changes relating to said codes.

Background

Every three years, the various State and National Building Codes are revised to reflect the latest in building and

fire safety standards. In 2016, the State's Building Standards Commission approved for adoption the following codes: 2015 International Building Code, 2014 National Electrical Code, 2015 Uniform Mechanical Code, and the 2015 Uniform Plumbing Code. Other codes being adopted by the City are the Uniform Housing Code, the Uniform Security Code, and the Uniform Code for the Abatement of Dangerous Buildings with amendments.

According to California law, the 2016 California Building Standards Code applies to a building permit application submitted on or after the effective date to all occupancies throughout the state. The revised code will go into effect on January 1, 2017; the full text of all code material is available for public inspection in the Building Officials office.

Discussion

While the City of Woodland and other communities are required by state law to utilize the newest State adopted version of the codes, adoption of the codes (by reference) by local jurisdictions provides greater consistency among jurisdictions. This adoption process also allows for minor modifications (amendments) to the codes to reflect local conditions.

State Building Standards Law does not limit the authority of a City to establish more restrictive building standards than those contained in the code that are reasonably necessary because of local climatic, geological, or topographical conditions. The Council could add amendments, as it sees fit, if the findings for the amendments comply with modifications based on the local climatic, geological, or topographical conditions.

Each separate amendment is composed of two parts: the findings and the text of the amendment. The findings are local justification for needing the amendment. These findings are sent to the Building Standards Commission and kept on file. The findings must be based upon local topography, climate, or geology. Administrative amendments do not require findings. See Exhibit "A" to the Ordinance for findings to support amendments to the Standards.

All current City amendments have been reviewed for applicability with the new codes. With this adoption all former amendments have been rewritten, deleted, or revised to reflect the most current needs of the City of Woodland. Some of the most substantive amendments are:

Concrete Slabs: Minimum thickness is 4 inches, with a 5 sack mix, and reinforced with re-bar 18 inches on center each way. Soils having a Plasticity Index (PI) of 15 or greater shall be considered expansive requiring floor slabs to be designed for expansive soils.

Concrete Driveways: Minimum thickness is 4 inches, with a 5 sack mix, reinforced with #3 bar 18 inches on center each way, with a 3-inch grave base.

Asphalt Paving: 3 inches of asphalt over 8 inches Class II aggregate base.

Water piping in or under Concrete Slabs: Not permitted unless specific conditions are met.

Every effort is being made to keep the amendments to a minimum; this makes for consistency among jurisdictions and helps streamline the building plan checking process.

The government mandated triennial code adoption can put a tremendous strain on local governments for staff training. Staff will be attending the annual training classes. All Building Division staff will be trained in the

critical changes in the new code.

Public Contact

The formal adoption action takes place at a following Council meeting after a public hearing is held. Prior to that meeting there will be two public notices: October 29, 2016 and November 8, 2016. One copy of the 2016 California Building Standards Code, uniform codes, and proposed ordinance will be available for public inspection in the Office of the Building Official. Information on the new codes will be posted on the City's web site. Many classes and seminars are being taught around the State on the new codes and are available to architects, contractors, and the general public. Links to classes and seminars on the new codes will be posted on the city website.

Alternative Courses of Action

State Building Standards Law does not limit the authority of a City to establish more restrictive building standards than those contained in the code that are reasonably necessary because of local climatic, geological, or topographical conditions. The Council could add amendments, as it sees fit, if the findings for the amendments comply with modifications based on the local topography, climate, or vegetation. Staff recommends adoption of the ordinance as written.

Conclusion

Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2016 Edition of the California Building Standards (California Code of Regulations, Title 24), consisting of the 2016 California Building Code; the 2016 California Electrical Code; the 2016 California Mechanical; the 2016 California Plumbing; the 2016 California Green Building Code; the 2016 California Residential Code, along with the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings; the 1997 Edition of the Uniform Housing Code, and the 1997 Edition of the Uniform Security Code, together with certain additions, insertions, deletions and changes thereto.

Prepared by: Paul Siegel
Chief Building Official

Reviewed by: Ken Hiatt
Community Development Director



Paul Navazio, City Manager

ATTACHMENTS: Ordinance adopting the 2016 California Building Standards Code with Exhibit A, Findings to Support Amendments to 2016 Edition of the California Building Standards Code.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 6-1, 6-1-1, 6-1-2, 6-1-3, 6-1-4, 6-1-5, 6-1-6, 6-1-7, 6-1-8, 6-1-9 AND 6-1-10 TO ARTICLE I OF CHAPTER 6 OF THE WOODLAND MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING IN PART OF THE 2016 CALIFORNIA BUILDING CODE, THE 2016 CALIFORNIA RESIDENTIAL CODE, THE 2016 CALIFORNIA ELECTRICAL CODE, THE 2016 CALIFORNIA MECHANICAL CODE, THE 2016 CALIFORNIA PLUMBING CODE AND THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 1997 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; THE 1997 EDITION OF THE UNIFORM HOUSING CODE; AND THE 1997 EDITION OF THE UNIFORM SECURITY CODE, TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Woodland (“City”) may adopt by reference the California Building Standards Code, 2016 Edition as provided in Title 24 and 25 of the California Code of Regulations and other codes, including, without limitation, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Housing Code, and the Uniform Security Code; and

WHEREAS, the California Building Standards Commission (“Commission”) recently adopted the 2016 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Section 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City desires to adopt the California Building Standards Code with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

WHEREAS, the City held a public hearing on October 15, 2016 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on _____, _____ and _____, _____ 2016; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

The City Council of the City of Woodland does hereby ordain as follows:

- 1. Purpose.** The purpose of this Ordinance is to amend Sections 6-1, 6-1-1, 6-1-2, 6-1-3, 6-1-4, 6-1-5, 6-1-6, 6-1-7, 6-1-8, 6-1-9 and 6-1-10 to the City of Woodland Municipal Code,

adopting by reference the 2016 Edition of the California Building Standards Code as provided in Title 24 of the California Code of Regulations (“California Building Standards Code”), including the California Building Code, 2016 Edition (California Code of Regulations, Title 24, Part 2), which incorporates and amends the International Building Code, 2015 Edition; the California Residential Code, 2016 Edition (California Code of Regulations, Title 24, Part 2.5), which incorporates and amends the International Residential Code, 2015 Edition; the California Electrical Code, 2016 Edition (California Code of Regulations, Title 24, Part 3), which incorporates and amends the National Electrical Code, 2014 Edition; the California Mechanical Code, 2016 Edition (California Code of Regulations, Title 24, Part 4), which incorporates and amends the Uniform Mechanical Code, 2015 Edition; the California Plumbing Code, 2016 Edition (California Code of Regulations, Title 24, Part 5), which incorporates and amends the Uniform Plumbing Code, 2015 Edition; the California Green Building Standards Code, 2016 Edition (California Code of Regulations, Title 24, Part 11); together with Appendix V not included in the 2016 California Residential Code and Appendix I not included in the 2016 California Plumbing Code, and with certain additions, insertions, deletions and changes thereto; adopting by reference the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, the Uniform Housing Code, 1997 Edition, and the Uniform Security Code, 1997 Edition, together with certain additions, insertions, deletions and changes thereto, to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical, plumbing, mechanical, and maintenance of all buildings or structures in the City of Woodland; provide for the issuance of permits and collection of fees set forth in the City of Woodland Comprehensive Fee Schedule; and provide for penalties for the violation of the codes adopted herein.

2. **Authority.** The City Council enacts this Ordinance under the authority granted to the City as follows:

(a) California Government Code Section 50022 et seq. authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference;

(b) California Health & Safety Code Section 17958.7 and 18941.5 authorize the City to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions

3. **Findings.** The City Council hereby finds that the proposed amendments to the 2016 California Building Standards Code are more restrictive than the standards adopted by the California Building Standards Commission, and are reasonably necessary because of local climatic, geologic or topographic conditions, based on the express findings and determinations, marked in relation to the respective amendments provided in this ordinance, described in “Exhibit A” attached hereto, and hereby adopted by the City Council as the findings to support the modifications to the California Building Standards Code.

4. **Amendment.** Article I to Chapter 6 of the City of Woodland Municipal Code is hereby amended in its entirety by amending Sections 6-1, 6-1-1, 6-1-2, 6-1-3, 6-1-4, 6-1-5, 6-1-6, 6-1-7, 6-1-8, 6-1-9 and 6-1-10 to read as follows:

CHAPTER 6

BUILDING CODES

Sections:

Article I. General Provisions

- 6-1 Adoptions of the Codes and Related Appendices**
- 6-1-1 Violation of Codes – Penalties**
- 6-1-2 Amendments to the California Building Code**
- 6-1-3 Amendments to the California Electrical Code**
- 6-1-4 Amendments to the California Mechanical Code**
- 6-1-5 Amendments to the California Plumbing Code**
- 6-1-6 Amendments to the Uniform Code Abatement of Dangerous Buildings**
- 6-1-7 Amendments to the Uniform Housing Code**
- 6-1-8 Amendments to the Uniform Security Code**
- 6-1-9 Amendments to the California Residential Code**
- 6-1-10 Amendments to the California Green Building Standards Code**

Sec. 6-1 Adoption of Codes

- (a) The 2016 Edition of the California Building Code contained in Part 2 of Title 24 of the California Code of Regulations, which incorporates and amends the 2015 Edition of the International Building Code published by the International Code Council, together with Chapter 1, is hereby adopted by reference as the Building Code of the City of Woodland;
- (b) The 2016 Edition of the California Residential Code contained in Part 2.5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2015 Edition of the International Residential Code published by the International Code Council, together with Appendix G, not included in the 2015 California Residential Code, is hereby adopted by reference as the Residential Code of the City of Woodland;
- (c) The 2016 Edition of the California Electrical Code contained in Part 3 of Title 24 of the California Code of Regulations, which incorporates and amends the 2014 Edition of the National Electrical Code published by the National Fire Protection Association, is hereby adopted by reference as the Electrical Code of the City of Woodland;
- (d) The 2016 Edition of the California Mechanical Code contained in Part 4 of Title 24 of the California Code of Regulations, which incorporates and amends the 2015 Edition of the Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the Mechanical Code of the City of Woodland;
- (e) The 2016 Edition of the California Plumbing Code contained in Part 5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2015 Edition of the Uniform Plumbing Code published by the International Association of Plumbing and

Mechanical Officials, together with and Appendix I, not included in the 2015 California Plumbing Code, is hereby adopted as the Plumbing Code of the City of Woodland;

- (f) The 2016 Edition of the California Green Building Standards contained in Part 11 of Title 24 of the California Code of Regulations is hereby adopted as the Green Building Standards Code of the City of Woodland;
- (g) The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials, is hereby adopted by reference as the Dangerous Buildings Code of the City;
- (h) The Uniform Housing Code, 1997 Edition published by the International Conference of Building Officials, as referenced and adopted by the California Department of Housing and Community Development in Title 25 of the California Code of Regulations pursuant to Sections 17958, 17958.5, 17958.7, 17958.9 and 17959 of the California Health and Safety Code is hereby adopted by reference as the Housing Code of the City;
- (i) The Uniform Security Code, 1997 Edition published by the International Conference of Building Officials, is hereby adopted by reference as the Security Building Code of the City;
- (j) The above-identified codes in this Section 6-1 (hereinafter collectively referred to as the "Codes") are adopted for the purpose of prescribing regulations for the erection, construction, modification, repair, maintenance, demolition, use and occupancy of buildings and structures. One copy of each of the Codes shall be maintained for use and examination of the public in the Office of the Building Official.

Sec. 6-1-1 Violation of Codes - Penalties

Violation of any provision of the Codes shall subject the violator to any or all of the following: suit for civil remedy or criminal penalty, or the administrative penalties provided in Article VII of Chapter 14A of the Woodland Municipal Code.

The criminal penalty for the first or second offense shall be punishable as an infraction as defined by the California Penal Code, as amended from time to time. The criminal penalty for a third offense or more, shall be punishable as a misdemeanor as defined by the California Penal Code, as amended from time to time. Nothing in this paragraph shall be construed as precluding the application of the administrative penalties provided in Article VII of Chapter 14A of the Woodland Municipal Code.

Sec. 6-1-2 Amendments to California Building Code

The provisions of this Section 6-1-2 shall constitute local amendments to the cross-referenced provisions of the 2016 Edition of the California Building Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 6-1-2.

- (a) Section 105.3 is amended by adding Item 8 at the end of the text of that section to read as follows:

“8. The permittee or his authorized agent shall provide a list of the subcontractors whose services are required and will be part of the prime contract. The permittee, who shall be the owner of the improvements for which the permit is to be issued or the general contractor who has assumed the prime contract shall be responsible for the fees for all permits required for the completion of improvements for which the building permit applied for is to be issued. None of the forgoing shall be construed to prevent subcontractors from applying for and receiving permits upon payment of fees in accordance with other applicable ordinances.”

- (b) Section 105.5 is deleted and replaced with the following:

“**105.5 Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days. A permit will be considered abandoned if the department has no record of inspections for a period of 180 days. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void two years from the date of issuance, with the exception of plumbing, electrical, and mechanical repair or alterations, and building maintenance repairs which shall expire and become null and void one year from the date of issuance. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.”

- (c) Section 109.2 is amended by adding at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.

In addition, Capital Improvement Facilities Fees shall be as set forth below.

(1) Facilities Fees.

- (i) Capital improvement facilities fees are hereby established as a condition of the issuance of building permits in the city. In addition to the citywide capital improvement facilities fee (the major projects financing plan fee or “MPFP”), the Spring Lake infrastructure fee (“SLIF”) is hereby established as a condition of the issuance of building permits in the Spring Lake specific plan area. The City Council shall, by separate resolutions, set forth the specific amounts of the MPFP and the SLIF, identify the specific public improvements to be financed thereby, describe the estimated costs of these facilities, describe the reasonable relationship between such facilities and the various types of new developments,

and describe the relationship between the need for the public facility and the various types of new developments.

- (ii) Facilities fees shall be paid by each applicant concurrent with the issuance of a building permit.
- (2) Limited Use of Facilities Fees. The revenues raised by payment of these facilities fees shall be placed in separate and special accounts, and such revenues, along with any interest earnings on each account, shall be used solely to:
 - (i) Pay for the City's future construction of each category of facilities described in the resolution enacted pursuant to Section 108.2(1)(i) above, or to reimburse the city for those facilities identified in the resolution which have been constructed by the city with funds advanced from other sources;
 - (ii) Reimburse developers who have installed such identified facilities which are oversized with supplemental size, length, or capacity; or
 - (iii) Allow temporary borrowing between categories of facilities fee accounts, consistent with Government Code Section 66006(a).
- (3) Supplemental Fees. An applicant may propose a project, the impact upon public facilities of which, in the judgment of the director of public works, is significantly greater than that used to calculate the standard fees. The director of public works may make such a determination on a case-by-case basis and may impose a supplemental fee on such project.

The determination shall be made based upon the application for a development permit, or upon the application for a building permit if no development permit is required, and any additional information requested by the director of public works. The director of public works may require the developer to submit engineering data, calculations, or other project information which is necessary to make a determination pursuant to this paragraph.
- (4) Administrative Guidelines. The City Council shall, by resolution, adopt Administrative Guidelines to provide procedures for the calculation, adjustment, reimbursement, credit, deferral, or waiver of the Capital Improvement Facilities Fees. However, in no event shall facilities fees be waived unless an alternative source of funding to replace the fees has been secured."
- (d) Section 114 is amended to read as follows:

"Section 114 Violations

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Section 6-1-1 of the Woodland Municipal Code.”

- (e) Section 406.3.1 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“All concrete driveways designed to access Group U occupancies associated with private garages or carports shall be constructed with the following requirements:

- (i) The minimum thickness of concrete driveway slabs supported directly on the ground shall not be less than 4 inches.
- (ii) The minimum concrete mix shall be 5 sacks per cubic yard of concrete.
- (iii) The concrete driveway shall be reinforced with not less than No.3 bar at 18 inches on center in both directions placed at mid height of the slab or an approved alternate.
- (iv) The concrete driveway shall be underlain by a minimum of 3 inches of gravel base material.”

- (f) Section 1907.1 is amended by deleting and replacing the first paragraph with a new paragraph to read as follows:

“1907.1 General. The thickness of concrete floor slabs supported directly on the ground shall not be less than 4 inches (101.6 mm). A 10-mil (0.010 inch; 0.25 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab. The minimum concrete mix shall be 5 sacks per cubic yard of concrete. The floor slab

shall be reinforced with a minimum No. 4 bar 18 inches on center in both directions. All soils having a Plasticity Index (PI) of 15 or greater, determined in accordance with ASTM D 4318, shall be considered expansive requiring floor slabs designed complying with CBC 1808.6.2.”

- (g) The following local regulation related to asphalt paving (not involving regulations contained in the California Building Standards Code) is hereby adopted to include the following requirements for asphalt paving:
 - “(i) The minimum structural section of on-site asphalt paving shall be 3 inches of asphalt concrete over 8 inches of Class II aggregate base.
 - (ii) The Class II aggregate base shall be compacted to a minimum 95% over subgrade compacted to 92 %.
 - (iii) The shipping areas, or other areas paved in anticipation of regular truck traffic, the minimum structural section shall be based upon the recommendations of the certified soils engineering report according to an appropriate traffic index for the anticipated use.”

Sec. 6-1-3 Amendments to California Electrical Code

The provisions of this Section 6-1-3 shall constitute local amendments to the cross-referenced provisions of the 2016 Edition of the California Electrical Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 6-1-3.

- (a) Section 89.108.4.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

Sec. 6-1-4 Amendments to California Mechanical Code

The provisions of this Section 6-1-4 shall constitute local amendments to the cross-referenced provisions of the 2016 Edition of the California Mechanical Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 6-1-4.

- (a) Section 1.8.4.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on

buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

Sec. 6-1-5 Amendments to California Plumbing Code

The provisions of this Section 6-1-5 shall constitute local amendments to the cross-referenced provisions of the 2016 Edition of the California Plumbing Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 6-1-5.

- (a) Section 104.3.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each application shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

- (b) Section 609.3 is amended by adding, at the beginning of the text of that section, a new paragraph to read as follows:

“Water piping within a building shall not be installed in or under a concrete slab resting on the ground without prior approval of the Building Official.”

Sec. 6-1-6 Amendments to the Uniform Code for the Abatement of Dangerous Buildings

The provisions of this Section 6-1-6 shall constitute local amendments to the cross-referenced provisions of the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 6-1-6.

- (a) Section 201 is amended, by adding at the end of the text of that section, the following new subsections:

“201.4 Authority to Disconnect Utilities. The Building Official or the Building Official's authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building equipment therein regulated by this Code, or the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

201.5 Authority to Condemn Building Service Equipment. When the Building Official ascertains that building service equipment regulated in the City of Woodland's

Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code has become hazardous to life, health, or property, or has become unsanitary, the Building Official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit of compliance with such order. Defective building service equipment shall not be maintained after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, and in violation of a notice issued pursuant to the provisions of this section, the Building Official shall institute appropriate action to prevent, restrain, correct, or abate the violation.

201.6 Connection after Order to Disconnect. Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.”

- (b) Section 302 is hereby deleted and replaced to read as follows:

“Section 302 Dangerous Buildings.

For the purpose of this code, the words set out in this section shall have the following meaning:

- A. “Abandoned building or structure” means any building or structure which has not been actively utilized for a lawful purpose, which has not been maintained, and which has not been rendered inaccessible to members of the public by boarding or similar means, for a continuous period of not less than six months.
- B. A “dangerous building or structure” means that the condition or defect hereinafter described exists to the extent that life, health, property or safety of the public or its occupants are endangered:
- (1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size, or is not so arranged as to provide safe and adequate means of exit in case of fire or panic;
 - (2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of a fire or panic;

- (3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the city building code for new buildings of similar structure, purpose or location;
- (4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the city building code for new buildings of similar structure, purpose or location;
- (5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;
- (6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the city building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the city building code for such buildings;
- (7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction;
- (8) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement or instability of any portion to the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse;
- (9) Whenever for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used;
- (10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb-line passing through the center of gravity does not fall inside the middle of one-third of the base;
- (11) Whenever the building or structure, exclusive of the foundation, shows thirty-three percent or more damage or deterioration of its supporting member or members, fifty percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings;
- (12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated through lack of maintenance, as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;

- (13) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion, less than fifty percent, or in any supporting part, member or portion less than sixty-six percent of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location;
- (14) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise is determined by the code enforcement officer, to be unsanitary, unfit for human habitation or in such condition that is likely to cause sickness or disease;
- (15) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, faulty gas connections or heating apparatus, faulty construction, or other cause, is determined by the code enforcement officer to be a fire, health, or safety hazard;
- (16) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure;
- (17) Wherever any building or structure is abandoned.”

Sec. 6-1-7 Amendments to Uniform Housing Code

The provisions of this Section shall constitute local amendments to the cross-referenced provisions of the 1997 Edition of the Uniform Housing Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this chapter.

Chapter 10 is hereby deleted and replaced to read as follows:

“Section 1001 Definitions

1001.1 General. Any building or portion thereof that is determined to be an unsafe building in accordance with Section 1.1.2 of the California Building Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section and the definition of “substandard building” as set forth in the state of California, Health and Safety Code 17920.3, as amended, to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard a building.

1001.2 Inadequate Sanitation shall, include but not limited to, the following:

1. Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.

2. Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
3. Lack of, or improper kitchen sink.
4. Lack of hot and cold running water to plumbing fixtures in a hotel.
5. Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
6. Lack of adequate heating.
7. Lack of, or improper operation of required ventilating equipment.
8. Lack of minimum amounts of natural light and ventilation required by this code.
9. Room and space dimensions less than required by this code.
10. Lack of required electrical lighting.
11. Dampness of habitable rooms.
12. Infestation of insects, vermin or rodents as determined by the code enforcement officer.
13. Visible mold growth, as determined by a code enforcement officer, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.
14. General dilapidation or improper maintenance.
15. Lack of connection to a functional sewage disposal system.
16. Lack of adequate garbage and rubbish storage and removal facilities as determined by the code enforcement officer.
17. Lack of an adequate and safe water supply.

1001.3 Structural Hazards shall include, but not limited to, the following:

1. Deteriorated or inadequate foundations.
2. Defective or deteriorated flooring or floor supports.
3. Flooring or floor supports of insufficient size to carry imposed loads with safety.
4. Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
5. Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.

6. Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
7. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
8. Fireplaces or chimneys which list, bulge or have settled, due to defective materials or deterioration.
9. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
10. Cesspools and septic tanks which are structurally unsound.

1001.4 Any nuisance. Any condition constituting a nuisance in Chapter 14A.

1001.5 Hazardous Electrical wiring. Electrical wiring that was installed in violation of code requirements in effect at the time of installation or electrical wiring not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not being used in a safe manner.

1001.6 Hazardous Plumbing. Plumbing that was installed in violation of code requirements in effect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not free of cross-connections or siphonage between fixtures or that is not being used in a safe manner.

1001.7 Hazardous Mechanical Equipment. Mechanical equipment, including vents, that was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good and safe condition.

1001.8 Faulty Weather Protection shall include, but not limited to, the following:

1. Deteriorated, crumbling, or loose plaster.
2. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken window or doors.
3. Defective or lack of weather protection for exterior wall coverings, including lack of paint or weathering due to lack of paint or other approved protective covering.
4. Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

1001.9 Fire Hazard. Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

1001.10 Faulty Materials of Construction. All materials of construction, except those which are specifically allowed or approved by this code and the Building Code, and which have been adequately maintained in good and safe condition.

1001.11 Hazardous or unsanitary premises. Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

1001.12 Inadequate Maintenance. Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance in accordance with the attest edition of the Building Code.

1001.13 Inadequate Exits. All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy. When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

1001.14 Inadequate Fire-protection or Firefighting Equipment. All buildings or portions thereof not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

1001.15 Improper Occupancy. All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

1001.16 Inadequate Structural Resistance. Any building or portion thereof that is determined to be an unsafe building due to inadequate structural resistance to horizontal forces in accordance with the Building Code.”

“Substandard building: includes a building not in compliance with Health and Safety Code Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered or converted in violation of those requirements in effect at the time of construction, alterations, or conversion.”

Sec. 6-1-8 Amendments to Uniform Security Code

The provisions of this Section shall constitute local amendments to the 1997 Edition of the Uniform Security Code.

- (a) Section 1020 is hereby added to read as follows:

“Section 1020 Residential Buildings.

C. Street numbers and other identifying data shall be displayed as follows:

- (1) All residential dwellings shall display a lighted street number in a prominent location on the street side of the residence entrance in such a position that the number is easily visible to approaching emergency vehicles. The numerals shall be no less than four inches in height. If the house number is located on the garage wall it shall be on the wall closest to the front entrance.
- (2) There shall be positioned at each entrance of a multiple-family dwelling complex an illuminated diagrammatic representation of the complex which shows the location of the viewer and the unit designations within the complex. In addition, each individual unit within the complex shall display a prominent identification number, not less than four inches in height and illuminated which is easily visible to approaching vehicular and/or pedestrian traffic.
- (3) The above two sections may be modified by the Fire Marshal.

D. Lighting in multiple-family dwellings shall be as follows:

- (1) Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least twenty-five one hundredth foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.
- (2) Open parking lots and carports shall be provided with a maintained minimum of one foot-candle of light on the parking surface during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.”

- (b) Section 1021 is hereby added to read as follows:

“Section 1021 Commercial Buildings.

- (a) Windows shall be deemed accessible if less than twelve feet above ground. Accessible windows having a pane exceeding ninety-six square inches in an area with the smallest dimension exceeding six inches and not visible from a public or private thoroughfare shall be protected in the following manner:
 - (1) Fully tempered glass or burglary resistant glazing (Fire Department approval required); or
 - (2) The following window barriers may be used but shall be secured with non-removable bolts:

- (b) Inside or outside iron bars of at least one-half-inch round or one by one-quarter-inch flat steel material spaced not more than five inches apart and securely fastened; or
- (c) Inside or outside iron or steel grills of at least one-eighth inch material with not more than a two-inch mesh and securely fastened.
 - (1) If a side or rear window is of the type that can be opened, it shall, where applicable, be secured on the inside with either a slide bar, bolt, crossbar, auxiliary locking device, and/or padlock with hardened steel shackle, a minimum four pin tumbler operation.
 - (2) The protective bars or grills shall not interfere with the operation of opening windows if such windows are required to be openable by the Building Code or by the Fire Code for required access openings for firefighting purposes. (Fire Department approval required).
- (d) All exterior transoms exceeding ninety-six square inches on the side and rear of any building or premises used for business purposes shall be protected by one of the following:
 - (1) Fully tempered glass or rated burglary resistant glazing (Fire Department approval may be required); or
 - (2) The following barriers may be used but shall be secured with non-removable bolts:
 - i. Outside iron bars of at least one-half inch round or one by one-quarter-inch flat steel material, spaced no more than five inches apart and securely fastened, or
 - ii. Outside iron or steel grills of at least one-eighth inch with not more than a two-inch mesh and securely fastened;
 - iii. The protective bars or grills shall not interfere with the operation of opening the transoms if such transoms are required to be openable by the Building Code.
- (e) Roof openings shall be equipped as follows:
 - (1) All skylights on the roof of any building or premises used for business purposes shall be provided with:
 - i. Rated burglary resistant glazing; or
 - ii. Iron bars of at least one-half-inch round or one by one-fourth-inch flat steel material under the skylight and securely fastened.

- iii. Steel grill of at least one-eighth-inch material with a maximum two-inch mesh under the skylight and securely fastened.
- (2) All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows:
 - i. If the hatchway is of wooden material, it shall be covered on the inside with at least sixteen U.S. gauge sheet metal, or its equivalent, attached with screws.
 - ii. The hatchway shall be secured from the inside with a slide bar or slide bolts. (Fire Department approval required.)
 - iii. Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.
- (3) All air duct or air vent openings exceeding ninety-six square inches on the roof or exterior walls of any building or premises used for business purposes shall be secured by covering the same with either of the following:
 - i. Iron bars on at least one-half inch round or one by one-fourth inch flat steel material spaced no more than five inches apart and securely fastened; or
 - ii. Iron or steel grills of at least one-eighth-inch material with a maximum two-inch mesh and securely fastened.
- (4) If the barrier is on the outside, it shall be secured with bolts which are non-removable from the exterior.
- (5) The above (3) and (4) must not interfere with venting requirements creating a potentially hazardous condition to health and safety or conflict with the provisions of the Building Code or Mechanical Code.
- (f) Permanently affixed ladders leading to roofs shall be fully enclosed with sheet metal to a height of eight feet. This covering shall be locked against the ladder with a case hardened hasp, secured with non-removable screws or bolts. Hinges on the cover shall be provided with non-removable pins when using pin-type hinges. If a padlock is used, it shall have a hardened steel shackle, locking at both heel and toe, and a minimum five pin tumbler operation with non-removable key when in an unlocked position.
- (g) A building located within eight feet of utility poles or similar structures which can be used to gain access to the building's roof, windows, or other openings shall have such access area barricaded or fenced with materials to deter human climbing.

(h) The following standards shall apply to lighting, address identification and parking areas:

- (1) The address number of every commercial building shall be internally illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height. This standard may be modified by the Fire Marshal.
- (2) All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one foot-candle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).
- (3) Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one foot-candle of light on the parking surface from dusk until the termination of business every operating day.”

Sec. 6-1-9 Amendments to the California Residential Code

The provisions of this Section 6-1-9 shall constitute local amendments to the cross-referenced provisions of the 2016 Edition of the California Residential Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 6-1-9.

- (a) Section R105.3 is amended by adding Item 8 at the end of the text of that section to read as follows:

“8. The permittee or his authorized agent shall provide a list of the subcontractors whose services are required and will be part of the prime contract. The permittee, who shall be the owner of the improvements for which the permit is to be issued or the general contractor who has assumed the prime contract shall be responsible for the fees for all permits required for the completion of improvements for which the building permit applied for is to be issued. None of the forgoing shall be construed to prevent subcontractors from applying for and receiving permits upon payment of fees in accordance with other applicable ordinances.”

- (b) Section R105.5 is deleted and replaced with the following:

“Section R105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days. A permit will be considered abandoned if the department has no record of inspections for a period of 180 days. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void two years from the date of issuance, with the exception of plumbing, electrical, and mechanical repair or alterations, and building maintenance repairs which shall expire and become null and void one year from the date of issuance. The building official is authorized to grant, in

writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.”

- (c) Section R108.2 is amended to read as follows:

“R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, the fee for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

- (d) Section R113 is amended to read as follows:

“Section R113 Violations.

R113.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

R113.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a detail statement or a plan approved thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

R113.3 Prosecution of violation. If the notice of violation is not complied with in the time prescribed by such notice, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

R113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or, repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Section 6-1-1 of the Woodland Municipal Code.”

- (e) Section R403.1.8 is amended by deleting the “Exception” and replacing with:

“Note: Refer to Section R506 for alterations, additions, and accessory buildings.”

- (f) Section R506 is amended by adding after the section heading:

“Note: This section is limited to alterations, additions, and accessory buildings.”

- (g) Section R506.1 is amended to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be a minimum 4 inches (101.6mm) thick (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

- (h) Section R506.2.3 is deleted and replaced with the following:

“R506.2.3 Vapor retarder. A 10 mil (0.010 inch; 0.25 mm) polyethylene or approved vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where no base course exists.

Exception: The vapor retarder may be omitted:

1. From detached garages, utility buildings and other unheated accessory structures.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports.
3. From driveways, walks, patios and other flatwork not likely to be enclosed and heated at a later date.
4. Where approved by the building official, based on local site conditions.”

- (i) Section R506.2.4 of the California Residential Code is **deleted and replaced with the following:**

“R506.2.4 Reinforcement support. Where provided in slabs on ground, reinforcement shall be supported to remain in place from the center to upper one third of the slab for the duration of the concrete placement. Reinforcement shall be a minimum of #4-bar at 18 inches on center in both directions.”

Sec. 6-1-10 Amendments to California Green Building Standards Code

The provisions of this Section 6-1-10 shall constitute local amendments to the cross-referenced provisions of the 2016 Edition of the California Green Building Standards Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 6-1-10.

- (a) None.

5. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The

City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

6. **Publication.** The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933.

7. **Effective Date.** This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on January 1, 2011 which is to be no less than thirty (30) days from and after the date of its final passage and adoption.

8. **CEQA.** The City Council finds that the changes made to the Codes are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire. Therefore, it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Findings to Support Amendments to the 2016 Edition of the California Building Standards Code

This Exhibit A provides the express findings and determinations (where necessary pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5) justifying the City of Woodland's amendments to the 2016 Edition of the California Building Code, the 2016 Edition of the California Electrical Code, the 2016 Edition of the California Mechanical Code, the 2016 Edition of the California Plumbing Code and the 2016 Edition of the California Residential Code (codified in Title 24 of the California Building Standards Code) as reasonably necessary because of local climatic, geologic or topographic conditions.

Sec 6-1-2 Amendments to California Building Code

Amendment Section, pursuant to Ord. No. ____	Building Code Section Impacted	Amendment	Justification (see below key to justifications)
Sec. 6-1-2(a)	Section 105.3	Adds text regarding subcontractors and permits	A
Sec. 6-1-2(b)	Section 105.5	Deletes and replaces the text regarding expiration of permits	A
Sec. 6-1-2(c)	Section 109.2	Adds text authorizing permit fees, as established by separate City Council resolutions	A
Sec. 6-1-2(d)	Section 114	Amends text regarding violations and penalties	A
Sec. 6-1-2(e)	Section 406.3.1	Adds text regarding concrete driveways	B
Sec. 6-1-2(f)	Section 1907.1	Deletes and replaces the first paragraph regarding concrete floor slabs	B
Sec. 6-1-2(g)	N/A	Adds local language related to asphalt paving	B

Sec 6-1-3 Amendments to California Electrical Code

Amendment Section, pursuant to Ord. No. ____	Electrical Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 6-1-3(a)	Section 89.108.4.2	Adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A

Sec 6-1-4 Amendments to California Mechanical Code

Amendment Section, pursuant to Ord. No. ____	Mechanical Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 6-1-4(a)	Section 1.8.4.2	Adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A

Sec 6-1-5 Amendments to California Plumbing Code

Amendment Section, pursuant to Ord. No. ____	Plumbing Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 6-1-5(a)	Section 1.8.4.2	Deletes text and adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A
Sec. 6-1-5(b)	Section 106.3	Adds text regarding installation of water piping	C

Sec 6-1-9 Amendments to California Residential Code

Amendment Section, pursuant to Ord. No. ____	Plumbing Code Section Impacted	Amendment	Justification (see below for justifications)

Sec. 6-1-9(a)	Section R105.3	Adds text regarding subcontractors and permits	A
Sec. 6-1-9(b)	Section R105.5	Deletes and replaces the text regarding expiration of permits	A
Sec. 6-1-9(c)	Section R108.2	Deletes text and adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A
Sec. 6-1-9(d)	Section R113	Amends text regarding violations and penalties	A
Sec. 6-1-9(e)	Section R403.1.8	Deletes text and adds text regarding foundations and floor slabs	B
Sec. 6-1-9(f)	Section R506	Adds text regarding a note that this section refers to alterations, additions and accessory buildings	B
Sec. 6-1-9(g)	Section R506.1	Deletes and replaces text regarding concrete floor slabs	B
Sec. 6-1-9(h)	Section R506.2.3	Deletes and replaces text regarding vapor retarders	B
Sec. 6-1-9(i)	Section R506.2.4	Deletes and replaces text regarding reinforcement for ground slabs	B

Justifications KEY: Findings to Support Amendments to California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code and California Residential Code

A – This amendment is necessary for administrative clarification, and does not modify a building standard pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5. This amendment establishes administrative standards for the effective enforcement of the building standards in the City of Woodland.

B – This amendment is reasonably necessary because of the following local climatic, geological, or topographical conditions:

- (i) Local soil conditions (clay soils) tend to be highly expansive, thereby subject to shrinking and swelling during seasonal drying and wetting conditions, and can cause damage to the foundation and other parts of a structure;

- (ii) The minimum requirements set forth in the amendment is a more restrictive standard, which will better avoid damage due to the pumping action caused by local expansive soils;
- (iii) The type and thickness of the materials set forth in the amendment are more restrictive and will better prevent damage, which can occur from the local condition of highly expansive soils in the City of Woodland.

C – This amendment is reasonably necessary because of the following local climatic, geological, or topographical conditions:

- (i) City of Woodland is within an active seismic area;
- (ii) Local soil conditions (clay soils) tend to be highly expansive (i.e. shrink—swell behavior);
- (iii) The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of the soil;
- (iv) City of Woodland has hard water, which is corrosive to ferrous and non-ferrous metals;
- (v) The ground water table is unusually high in many places;
- (vi) Therefore, restrictions on the installation of water piping in or under a concrete slab floor as set forth in the amendment is a more restrictive standard which will better prevent damage which can result from these local conditions described here in items (i) through (v).

Legislation Text

6.

File #: 16-788, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Introduction and First Reading of an Ordinance Adopting Changes to the 2016 California Fire Code

Recommendation for Action: Staff recommends that the City Council waive first reading and introduce by title only an Ordinance adopting by reference the 2016 California Fire Code (California Code of Regulations, Title 24, Part 9) and amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement.

Staff Contact

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

Fiscal Impact

None

Background

Every three years, the various State and National Fire Codes are revised to reflect the latest in building and fire safety standards. The proposed Ordinance before the Council adopts the 2016 California Fire Code (California Code of Regulations, Title 24, Part 9), based on the International Fire Code, 2015 Edition, with errata, published by the International Code Council, including Chapter 1, Sections 307, 308.1.6.3, 311.1 through 311.4, 503, Appendix D, and Appendix E, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. It also amends provisions of the 2013 California Building Code and 2016 Residential Code related to fire protection systems.

The Fire Code provides regulations necessary for the maintenance of fire prevention and life safety provisions for buildings and premises. The Building Code regulates the fire, life, and structural safety aspects of all buildings and related structures. The Residential Code provides for requirements in one and two family dwellings and townhomes.

The formal adoption of the proposed Ordinance will occur at the November 15, 2016 Council meeting following the public hearing. The City will publish notice of the public hearing twice in a locally circulated newspaper, with the first notice published at least 14 days prior to the hearing. One copy of the 2016 California Fire Code, the 2016 California Building Code, and the 2016 California Residential Code will be available for

public inspection in the Office of the Woodland City Clerk.

Discussion

While the City of Woodland and other communities are required by state law to utilize the newest State adopted version of the codes for building permit reviews and inspections, adoption of the codes (by reference) by local jurisdictions provides greater consistency among jurisdictions and allows for minor modifications (amendments) to the codes to reflect local conditions.

There are no significant changes regarding local amendments to the 2016 California Fire Code. Changes involved formatting, aligning specific code sections and deleting language or requirements that are located within the model codes.

All current City amendments to the prior versions of the codes have been reviewed for applicability to the new codes. Many of the City's current amendments are no longer needed because their conditions are now reflected within the State's adopted codes or within the other uniform codes being adopted. With this adoption, all former amendments have been rewritten, deleted, or revised to reflect the most current needs of the City of Woodland. Woodland Municipal Code sections not specifically included within this Ordinance remain unchanged.

Conclusion

Staff recommends that the City Council waive first reading and introduce by title only an Ordinance adopting by reference the 2016 California Fire Code (California Code of Regulations, Title 24, Part 9) and amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement.

Prepared by: Dan Bellini
Public Safety Chief



Paul Navazio, City Manager

Attachments: Proposed Ordinance adopting the California Fire Code

ORDINANCE NO. #####

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CERTAIN SECTIONS OF CHAPTER 9 OF THE WOODLAND MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2016 CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9), BASED ON THE INTERNATIONAL FIRE CODE, 2015 EDITION, WITH ERRATA, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INCLUDING CHAPTER 1, SECTION 307, SECTION 308.1.6.3, SECTION 311.1 THROUGH 311.4, SECTION 503, APPENDIX D, and APPENDIX E, FOR THE PURPOSE OF PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO; AMENDING SECTIONS 6-1-2 AND 6-1-9 OF THE WOODLAND MUNICIPAL CODE AMENDING CERTAIN SECTIONS OF THE 2016 CALIFORNIA BUILDING CODE AND THE 2016 CALIFORNIA RESIDENTIAL CODE, RELATED TO FIRE PROTECTION SYSTEMS; AND AMENDING SECTION 14A-1-3 OF THE WOODLAND MUNICIPAL CODE RELATED TO NUISANCE ABATEMENT.

WHEREAS, pursuant to California Government Code Section 50022.1 et seq. the City of Woodland ("City") may adopt by reference the 2016 California Fire Code, based on the International Fire Code, 2015 Edition, with errata, published by International Code Council (ICC), as adopted by the State of California pursuant to Title 24, Part 9 of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 and 18941.5 authorize cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, pursuant to Section 50022.1 and California Health & Safety Code Section 17958.5 and 18941.5, the City is considering the adoption of an ordinance on Month Day, Year, which proposes the adoption by reference of the 2016 California Building Code and 2016 Residential Code with the proposed amendments as provided therein; and

WHEREAS, the City desires to adopt the 2016 California Fire Code, based on the International Fire Code, 2015 Edition, with errata, published by the International Code Council (ICC), as adopted by Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Fire Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, the City further desires to make additional necessary amendments to the 2016 California Building Code to assure that the maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, the City further desires to make additional necessary amendments to the 2016 California Residential Code to assure that the maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, the City wishes to correct a cross-reference in Woodland Municipal Code section 14A-1-3 related to the location of the City's fire prevention regulations, including the Fire Code; and

WHEREAS, the City held a public hearing on Month Date, Year at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Fire Code as amended herein and adopting and amending the California Building Code, California Residential Code, California Plumbing Code, California Electrical Code and California Mechanical Code as provided herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on _____Date_____ 2016 and _____Date_____2016; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred;

The City Council of the City of Woodland does hereby ordain as follows:

1. Purpose. The purpose of this Ordinance is to amend Sections 6-1-2, 6-1-9, 14A-1-3 and certain sections in Chapter 9 of the City of Woodland Municipal Code, adopting by reference the 2016 California Building Standards Code, Title 24, California Code of Regulations, Part 9, (California Fire Code), based on the International Fire Code, 2015 Edition, with errata, published by the International Code Council, including Chapter 1, Section 307, Section 308.1.6.3, Section 311.1 through 311.4, Section 503, Appendix D, and Appendix E, together with certain additions, insertions, deletions and changes thereto, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion; adopting and amending certain sections of the 2016 California Building Code and the 2016 California Residential Code, related to fire protection systems; and correcting a cross-reference.

2. Authority. The City Council enacts this Ordinance under the authority granted to the City as follows:

(a) California Government Code Section 50022.1 et seq. authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference; and

(b) California Health & Safety Code Section 17958.7 and 18941.5 authorize the City to adopt the 2016 California Fire Code, the 2016 California Building Code, and

the 2016 California Residential Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions.

3. Findings. The City Council hereby finds that the proposed amendments to the 2016 California Fire Code, the 2016 California Building Code, and the 2016 California Residential Code are more restrictive than the standards adopted by the California Building Standards Commission, and are reasonably necessary because of local climatic, geologic or topographic conditions, based on the express findings and determinations, marked in relation to the respective amendments provided in this ordinance, described in “Exhibit A” attached hereto, and hereby adopted by the City Council as the findings to support the modifications to the 2016 California Fire Code, the 2016 California Building Code, and the 2016 California Residential Code.

4. Amendment. Section 9-1 through Section 9-9-28 of the Woodland Municipal Code are hereby amended to read in full as follows:

Sec. 9-1 California Fire Code – Adopted.

There is hereby adopted by the City for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosion, or hazardous materials, those certain Codes and known as the 2016 California Building Standards Code, Title 24, California Code of Regulations, Part 9, (California Fire Code), based on the International Fire Code, 2015 Edition, with errata, published by the International Code Council including Chapter 1, Section 307 , Section 308.1.6.3, Section 311.1 through 311.4, Section 503, Appendix D, and Appendix E, save and except such portions as are deleted, modified or amended by Section 9-9 of this Chapter, of which Codes one (1) copy has been and is now filed in the office of the City Clerk of the City of Woodland and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this chapter shall take effect, the provision thereof shall be controlling within the limits of the City.

Sec. 9-2 Establishment and duties of the bureau of fire prevention.

A. The California Fire Code as adopted and amended herein shall be enforced by the Bureau of Fire Prevention of the Fire Department of the City which is hereby established and which shall be operated under the supervision of the Fire Marshal.

B. The Fire Marshal in charge of the Bureau of Fire Prevention shall be appointed by the Chief of the City on the basis of examination to determine his or her qualifications for the position.

C. The Chief of the City shall recommend to the City Manager the employment of technical staff members, who, when such authorization is made, shall be selected on the basis of examination to determine their qualifications for the position.

D. The Fire Marshal, members of the Fire Prevention Division, and personnel assigned as Fire Arson Investigators shall be peace officers and have the powers as such as established in Section 830.37(a) of the California Penal Code. Other members of the Fire Department shall be peace officers and have the powers as such as established in Section 830.37(b) of the California Penal Code.

Sec. 9-3. (Reserved)

Sec. 9-4. Establishment of limits of districts in which the storage of compressed natural gas is to be prohibited.

The limits referred to in Section 2308.3.2 and 5301.1.1 of the California Fire Code as added by the City of Woodland in which the storage of compressed natural gas storage is prohibited, are hereby established as follows: The storage of compressed natural gas is restricted in all zones except highway commercial, service commercial and industrial zones in the city as defined in the zoning ordinance of the city.

Sec 9-5. Establishment of limits of districts in which the storage of stationary tanks of flammable cryogenic fluids are to be prohibited.

The limits referred to in Section 5806.2 of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established as follows: Restricted in all zones except that a use permit may be granted by the chief for storage in those zones defined in the zoning ordinance of the city as general commercial, service commercial, highway commercial and industrial zones.

Sec. 9-6. Establishment of limits in which storage of liquefied petroleum gases is to be restricted.

The limits referred to in Section 6104.2 of the California Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established as follows: The storage of liquefied petroleum gas is restricted to the highway commercial, service commercial and industrial zones in the city as defined in the zoning ordinance of the city. The aggregate capacity of any one installation shall not exceed two thousand gallons water capacity; except that at the discretion of the chief after consideration of special features such as topographical conditions, nature of occupancy and proximity to buildings, capacity of proposed tanks, degree of private fire protection to be provided and facilities of the fire department, a permit may be granted for such use.

Sec. 9-7. Establishment of limits of districts in which storage of explosives and blasting agents to be prohibited.

The limits referred to in Section 5601.9 of the California Fire Code as added by the City of Woodland, in which storage of explosives and blasting agents is prohibited, are hereby established as follows: Prohibited in all zones defined in

the zoning ordinance of the city except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

Sec. 9-8. Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks; bulk plants or terminals; and bulk transfer operations is to be limited.

A. The limits referred to in Section 5704.2.9.6.1 of the California Fire Code in which storage of Class I and II liquids in outside aboveground tanks is limited, are hereby established as follows: Limited to two (2) tanks, not to exceed 2,000 gallons each, in all zones defined in the zoning ordinance of the city except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

B. The limits referred to in Section 5706.4.5.1 of the California Fire Code as added by the City of Woodland in which bulk plants or terminals for flammable or combustible liquids are limited, are hereby established as follows: Limited to two (2) tanks, not to exceed 2,000 gallons each, in all zones defined in the zoning ordinance of the city except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

C. The limits referred to in Section 5706.5.1.1.1 of the California Fire Code as added by the City of Woodland in which bulk transfer and process transfer operations of flammable or combustible liquids are limited, are hereby established as follows: Limited to two (2) tanks, not to exceed 2,000 gallons each, in all zones defined in the zoning ordinance of the city except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

Sec. 9-9 Amendments.

The California Fire Code, as described above and adopted by reference in Section 9-1, is hereby amended, modified and revised as set forth in this chapter.

Sec. 9-9-1. Section 202 – General Definitions.

Section 202 is amended by adding the following definitions as follows:

Fire Marshal. Shall mean the Chief of the Bureau of Fire Prevention.

Sec. 9-9-2. Section 307.1.1 – Prohibited Open Burning.

Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited open burning. Open burning is prohibited in the City of Woodland. Any burning, open or otherwise that constitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or

objectionable because of smoke emissions or when atmospheric conditions or local circumstance make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, other responsible person or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

Sec. 9-9-3. Section 103.2 – Appointment.

Section 103.2 is deleted in its entirety.

Sec. 9-9-4. (Reserved)

Sec. 9-9-5. (Reserved)

Sec. 9-9-6. (Reserved)

Sec. 9-9-7. (Reserved)

Sec. 9-9-8. (Reserved)

Sec. 9-9-9. (Reserved)

Sec. 9-9-10. (Reserved)

Sec. 9-9-11. Section 901.6.3 – Resale inspection-residential sprinkler systems.

Section 901.6.3 is added to read as follows:

901.6.3 Resale inspection-residential sprinkler systems. All residential occupancies up for resale and equipped with a NFPA 13D sprinkler system or sprinkler system meeting the requirements of the California Residential Code, are required to be inspected by a representative from the Woodland Fire Department, State of California Contractor State License Board Licensed Fire Protection Contractor (C-16) or California State Fire Marshal Licensed A (Type 1) Concern. All necessary repairs shall be completed and verified prior to the closing of escrow.

Sec. 9-9-12. Section 903.1 – Automatic Sprinkler Systems – General.

Section 903.1 is amended to read as follows:

903.1 General. Automatic sprinkler systems shall comply with this section and the following:

An automatic sprinkler system shall be installed in the occupancies and locations set forth in this Chapter 9 and in the locations and according to the conditions described below:

- (1) In all buildings other than Group R, Division 2,3 and 4 in which the total floor area of all floors is five thousand square feet or more, or any building which are three or more stories regardless of height.

Exceptions:

1. Group U occupancies, not including private garages attached to R-3 Occupancies.
 2. In storage and bulk handling facilities for grain, including grain elevators and flat storage buildings, automatic fire sprinklers shall not be required in areas where the grain is stored, provided:
 - a. An automatic fire extinguishing sprinkler system is not otherwise required for code compliance,
 - b. The floor area of the building or structure does not exceed the maximum basic allowable floor area permitted for specific types of construction as specified in Table 503 and including the allowable increases for clear yard spaces as specified in the California Building Code, and
 - c. The construction of the building or structure complies with all other code provisions for the properly assigned group occupancy classification and type of construction.
- (2) Notwithstanding other provisions of this section, the requirement described in this Section 903.1 shall be applied to alterations, repairs, additions and changes of occupancy of existing buildings as follows:
- a. Where there is no change of occupancy, alterations or repairs not increasing fire area, total height, or number of stories of an existing building may be made without making the entire building comply with this section.
 - b. No change shall be made in the character of the occupancy or use of any existing building or structure unless the entire building or structure is made to comply with this section.

Exceptions:

1. The character of the occupancy of existing buildings may be changed subject to the approval of the building official and the approval of the fire chief, and the building may be occupied for purposes in other occupancy groups without conforming to all the requirements of this section or the California Building Code for those groups,

provided the new or proposed use is not more hazardous, based on life and fire risk, than the existing use.

2. No change in the character of occupancy of a building shall be made without a certificate of occupancy, as required by California Building Code. The building official may issue a certificate of occupancy pursuant to the intent of the above exception without certifying that the building complies with all provisions of this section and provisions of the California Building Code.

- (5) In other areas and occupancies as required in Section 903 of the California Building Code.

Sec. 9-9-13. (Reserved)

Sec. 9-9-14. Section 907.6.2.1 – Fire alarm circuits.

Section 907.6.2.1 is added to read as follows

907.6.2.1 Fire alarm circuits. When providing a fire alarm circuit in a multiple occupancy type building (multiple metering), the circuit shall be energized from the main meter panel board.

Sec. 9-9-15. (Reserved)

Sec. 9-9-16. (Reserved)

Sec. 9-9-17. Section 2306.2.3 – Above-ground tanks located outside, above grade.

Section 2306.2.3 is amended to read as follows:

2306.2.3 Above-ground tanks located outside, above grade.

Above-ground tanks used for automotive fuel dispensing stations open to the public for retail sales of Class I, II or IIIA liquid motor fuels shall not exceed 2 tanks totaling 2,000 gallons each.

Sec. 9-9-18. Section 2308.3.2 – Established limits and maximum capacity.

Section 2308.3.2 is added to read as follows:

2308.3.2 Established limits and maximum capacity. The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Sec. 9-9-19. (Reserved)

Sec. 9-9-20. (Reserved)

Sec. 9-9-21. (Reserved)

Sec. 9-9-22. Section 5301.1.1 – Established limits and maximum capacity.

Section 5301.1.1 is added to read as follows:

5301.1.1 Established limits and maximum capacity. The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Sec. 9-9-23. Section 5601.9 – Prohibited and Limited Acts.

Section 5601.9 is added to read as follows:

5601.9 Prohibited and Limited Acts. Storage of explosive materials is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Sec. 9-9-24. Section 5706.4.5.1 – Established limits.

Section 5706.4.5.1 is added to read as follows:

5706.4.5.1 Established limits. Bulk plants or terminals for receiving or storage of flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such storage is limited.

Sec. 9-9-25. Section 5706.5.1.1.1 – Established limits.

Section 5706.5.1.1.1 is added to read as follows:

5706.5.1.1.1 Established limits. Bulk transfer and process transfer operations for receiving or transferring flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such operations is limited.

Sec. 9-9-26. Division II – Administration.

Chapter 1, Division II - Administration is hereby amended as follows:

A. Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Woodland, hereinafter referred to as “this code.”

B. Section 109.3 is amended to read as follows:

Sec. 9-9-27 (Reserved)

Sec. 9-9-28 (Reserved)

5. **Amendment.** Section 9-9-29 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 9-9-29 (Reserved)

6. **Amendment.** Section 9-11 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 9-11. Citation Program - Issuance of Citations.

The Fire Marshal and designated members of the Fire Prevention Bureau of the Woodland Fire Department have the discretionary duty to enforce a statute or ordinance made pursuant to Sections 853.5 and 853.6 of the State Penal Code and subject to the provisions hereof.

A person may be arrested without a warrant whenever the fire marshal or designated members of the fire prevention bureau have reasonable cause to believe that the person to be arrested has committed, in the their presence, a violation of a statute or ordinance, which he or she has the discretionary duty to enforce. The fire marshal or designated members of the fire prevention bureau may issue a notice to appear and to release such a person on his or her written promise to appear in court pursuant to Sections 853.5 or 853.6 of the State Penal Code, as applicable.

The Fire Marshal and designated members of the Fire Prevention Bureau will be the designated officers of the Woodland Fire Department to exercise such arrest and citation authority as to specified violation.

The Chief of the Woodland Fire Department shall establish and cause to be administered a special enforcement training program designed to instruct those members of the fire department who will exercise such arrest and citation authority, regarding the provisions of the statutes and ordinances to be enforced, the evidentiary prerequisites to proper prosecution for violation thereof, the appropriate procedures for making arrests or otherwise prudently exercising such arrest and citation authority and the legal and practical ramifications and limitation attendant thereto.

The fire marshal and fire prevention designated members of the bureau shall be appropriately instructed to deposit executed citations or notices within the appropriate agency for filing with the court after review for legal sufficiency.

7. **Amendment.** Subsection (h) is hereby added to Section 6-1-2 of the Woodland Municipal Code to read as follows:

(h) Chapter 9 of the California Building Code is amended to read as follows:

(1) Section 903.1 is amended to read as follows:

903.1 General. Automatic sprinkler systems shall comply with this section and the following:

An automatic sprinkler system shall be installed in the occupancies and locations set forth in this Chapter 9 and in the locations and according to the conditions described below:

(1) In all buildings other than Group R, Division 2, 3 and 4 in which the total floor area of all floors is five thousand square feet or more, or any building which are three or more stories regardless of height.

Exceptions:

1. Group U occupancies, not including private garages attached to R-3 Occupancies.

2. In storage and bulk handling facilities for grain, including grain elevators and flat storage buildings, automatic fire sprinklers shall not be required in areas where the grain is stored, provided:

a. An automatic fire extinguishing sprinkler system is not otherwise required for code compliance,

b. The floor area of the building or structure does not exceed the maximum basic allowable floor area permitted for specific types of construction as specified in Table 503 and including the allowable increases for clear yard spaces as specified in the California Building Code, and

c. The construction of the building or structure complies with all other code provisions for the properly assigned group occupancy classification and type of construction.

(2) Notwithstanding other provisions of this section, the requirement described in this Section 903.1 shall be applied to alterations, repairs, additions and changes of occupancy of existing buildings as follows:

a. Where there is no change of occupancy, alterations or repairs not increasing fire area, total height, or number of stories of an existing building may be made without making the entire building comply with this section.

- b. No change shall be made in the character of the occupancy or use of any existing building or structure unless the entire building or structure is made to comply with this section.

Exceptions:

1. The character of the occupancy of existing buildings may be changed subject to the approval of the building official and the approval of the fire chief, and the building may be occupied for purposes in other occupancy groups without conforming to all the requirements of this section or the California Building Code for those groups, provided the new or proposed use is not more hazardous, based on life and fire risk, than the existing use.

2. No change in the character of occupancy of a building shall be made without a certificate of occupancy, as required by California Building Code. The building official may issue a certificate of occupancy pursuant to the intent of the above exception without certifying that the building complies with all provisions of this section and provisions of the California Building Code.

(3) In other areas and occupancies as required in Section 903 of the California Building Code.

(2) Section 907.6.2.1 is added to read as follows

907.6.2.1 Fire alarm circuits. When providing a fire alarm circuit in a multiple occupancy type building (multiple metering), the circuit shall be energized from the main meter panel board.

8. **Amendment.** Subsection (k) of Section 6-1-9 of the Woodland Municipal Code is hereby amended to read as follows:

(k) In addition to meeting the minimum requirements as set forth in the 2016 California Residential Code as adopted, automatic fire sprinklers shall be required, extended, modified and meet the provisions as set forth in Section 6-1-2 of Article I, Chapter 6, and Chapter 9 of the City of Woodland Municipal Code amending sections of the 2016 California Building Code, 2016 California Fire Code and 2016 NFPA 13D pertaining to residential sprinklers in Group R occupancies.

9. **Amendment.** Subdivision (b)(7) of Section 14A-1-3 of the Woodland Municipal Code is hereby amended by to read as follows:

(7) Any act, omission or condition in violation of Chapters 6, 7, 9, 20, 33, 24, 25 and 34 of this code;

10. Repeal of Conflicting Ordinances. All former ordinances or portions of ordinances conflicting or inconsistent with the provisions of this ordinance or of the California Fire Code, including applicable portions of Ordinance No. 1556, and any other ordinance in conflict herewith are hereby repealed to the extent of such conflict.

11. Superseding Ordinances. No ordinance adopted after the adoption of this ordinance shall implicitly supersede or repeal any provision of this ordinance unless that ordinance expressly indicates an intention to do so. Specifically, Sections 7 and 8 of this Ordinance shall not be implicitly superseded or repealed by any later adopted ordinance unless that ordinance expressly so provides.

12. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

13. Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933.

14. CEQA. The City Council finds that the changes made to the Fire Code and Building Code are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire. Therefore, it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. Staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

15. Effective Date. This ordinance shall take effect upon the later of thirty days after its adoption or January 1, 2017.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2016, by the following vote:

AYES: Council Members Denny, Hilliard, Marble, Stallard and Davies
NOES: None
ABSENT: None
ABSTAIN: None

Marlin H. Davies, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Exhibit A

Findings to Support Amendments to the 2016 Editions of the California Fire Code, California Building Code and California Residential Code

This Exhibit A provides the express findings and determinations (where necessary pursuant to California Health & Safety Code Sections 17958, 17985.7 and/or 18941.5) justifying the City of Woodland's amendments to the 2016 Edition of the California Fire Code, the 2016 Edition of the California Building Code and the 2016 Edition of the California Residential Code (codified in Title 24 of the California Building Standards Code) as reasonably necessary because of local climatic, geologic or topographic conditions.

CITY OF WOODLAND – PROFILE

The City of Woodland, incorporated in 1871, lies near the heart of the Great Central Valley of California. It is situated 18 miles to the West of the State Capitol in Sacramento and 81 miles Northeast of San Francisco. Woodland is the County Seat of Yolo County.

The City of Woodland encompasses an area of approximately 10.5 square miles with a population in excess of 58,567 based upon 2015 U.S. Census Bureau figures. The City of Woodland Fire Department, through a Contractual Agreement with the Springlake Fire Protection District, also provides fire protection for approximately 55.5 square miles of rural area surrounding the City, devoted principally to winter grain and summer row crop farming.

The City is the largest industrial area in Yolo County and has experienced a steady, well-planned growth. Woodland is also a key area for the many processing and service activities demanded by the extensive agricultural industries in the region.

Woodland is transcended by several major roadways including Interstate 5 and State Route 113. California Northern Railway maintains a major North-South rail link through Woodland while Yolo Shortline Railway also maintains a local spur line in town from Sacramento. Both rails and highways have created barriers within the town which have significantly affected emergency response routes.

Sec 9-9 Amendments to California Fire Code

Amendment Section, pursuant to Ord. No. _____	Fire Code Section Impacted	Subject of Amendment	Justification (see below key to justifications)
9-9-1	202	Adds definitions	D

9-9-2	307.1.1	Prohibits burning	D
9-9-11	Add 901.6.3	Resale inspection of residential occupancies with NFPA 13D or California Residential Code sprinkler systems	D
9-9-12	903.1	Regulations regarding installation of automatic sprinkler systems	A, B, C
9-9-14	Add 907.6.2.1	Fire alarm circuits	A, B, C
9-9-17	2306.2.3	Use of above-ground tanks	D
9-9-18	Add 2308.3.2	Establish location limits for storage of compressed natural gases	D
9-9-22	Add 5301.1.1	Establish location limits for storage of compressed natural gases	D
9-9-23	Add 5601.9	Establish limits regarding location and quantity of explosive materials stored	D
9-9-24	Add 5706.4.5.1	Establish location limits for receiving and storing of flammable or combustible liquids	D
9-9-25	Add 5706.5.1.1.1	Establish location limits for bulk and process transfer operations of flammable or combustible liquids	D
9-9-26.A. – H.	101.1, 105.1.1, 108.1, 108.4, 109.3	Administration	D

Sec 6-1-2 Amendments to California Building Code

Amendment Section, pursuant to Ord. No. _____	Building Code Section Impacted	Amendment	Justification (see below key to justifications)
6-1-2(h)(1)	903.1	Regulations regarding installation of automatic sprinkler systems	A, B, C
6-1-2(h)(3)	Add 907.6.2.1	Fire alarm circuits	A, B, C

Sec 6-1-9 Amendments to California Residential Code

Amendment Section, pursuant to Ord. No. _____	Residential Code Section Impacted	Amendment	Justification (see below key to justifications)
6-1-9(k)	Chapter R313	Additional minimum requirements	A, B, C

Justifications KEY: Findings to Support Amendments to California Fire Code and California Building Code

A. CLIMATIC CONDITIONS

The climate within the City of Woodland is similar to other areas in California’s Central Valley. The normal rainfall for Woodland is 17.28 inches. Winter storms are responsible for the heaviest intensity of precipitation, with 89 percent of total annual precipitation falling between November and April.

Winds play a major role in Woodland’s climatological make-up. Winter storms bring occasional strong South winds with speeds up to 45 mph. There are also intermittent Summer periods of dry North winds when the humidity will drop well below 10 percent, greatly adding to the potential of a fire conflagration hazard where non-rated wood shake and shingle roof construction currently exists.

Summer sunshine is in abundance in Woodland, averaging 95 percent of the possible hours of daylight. The winter months produce 40 percent of possible sunshine affected somewhat by occasional periods of winter fog, which may persist for several days or weeks at a time.

The average annual temperature for Woodland is 61.5 F with higher temperatures in the mid- to upper 90’s during the summer months and lows down to the mid- 30’s during the winter months.

The record high of 114 F was recorded in June of 1961 while the record low of 19 F was established in December of 1990 in accordance with The Weather Channel.

Due in part to the winter and spring rains, we generally experience an extensive growth of vegetation during the spring which dries out each summer creating hazardous fuel conditions. Because the City is surrounded by farm land, an exposure problem exists during early summer grain harvest season. Many of the grain fields in the farm land surrounding the City are planted up to the City limits (in some instances, residential neighborhoods). The proximity of burning fields to neighborhoods creates a rural interface problem which greatly increases the chance of a major conflagration if the right conditions exist (low humidity, wind, etc.). Thus, the growth of vegetation, coupled with dry land grain farming, equates to an explosive fire potential prior to and during the grain harvest period.

Woodland's water comes from the Woodland / Davis Drinking Water Treatment Plant 19 wells which are distributed throughout the City and interconnected with a gridded main system. The drought years of 1977 and 1978 resulted in record low water depths which required the lowering of all City pumps from 50 to 75 feet to maintain an adequate water supply. Drought conditions occurring from 1988 through 1990, 1994, and once again in 2006-2007 placed the subsurface water supply in jeopardy. Additionally, scarce water supplies during this period caused normal fire hydrant flushing and water main maintenance to be severely restricted causing potential silting of the existing grid system.

Due to the dependency on subsurface water supplies recharged with winter and spring rains, the system capacity is a concern, especially as the City expands, putting additional demands on the entire distribution system. This fact is paramount in the adoption of amendments to the Fire Code and Building Code related to fire sprinkler systems within the City, in that early detection and extinguishment through automatic sprinklers is unsurpassed in major fire operations, and consequently, the application of tens of thousand of gallons of water to control and extinguish a major conflagration.

B. GEOLOGICAL CONDITIONS

Woodland lies in the heart of the great Central Valley of California, 18 miles west of the State Capitol in Sacramento. This Greater Sacramento Area is one of the fastest growing regions in the State. Woodland comprises an area of 10.5 square miles. Through a contractual Agreement with the Springlake Fire Protection District, an additional 55.5 square miles is now the responsibility of the Woodland Fire Department. Since the Agreement provides for equal fire protection in the District and the City, staffing and resources are severely stressed if concurrent incidents occur.

The City of Woodland is within an active seismic area. The City is thus subject to moderate to strong to severe shaking and surface ruptures resulting from earthquake faults located within or near the City. These local earthquake faults have the potential to cause severe personal and property damage and fire hazards. Moreover, there is also a potential for damage to roadways, water supplies and the impairment of access allowing fire equipment to respond to emergencies in the event of a severe earthquake. Much of Woodland's downtown area is comprised of construction dating back to the late 1800's and early 1900's. Balloon construction, lack of accessibility, and buildings built too close together greatly add to the fire extension problem inherent to this area, especially exacerbated in the event of seismic activity.

The City has also experienced a tremendous growth in the industrial area. Several major distribution centers have been completed, many exceeding 500,000 square feet, the sheer size of these buildings and the different commodities they house can quickly overwhelm the Department's ability to mitigate an incident of fire caused by any seismic activity.

C. TOPOGRAPHICAL CONDITONS

1. Road conditions. Traffic congestion is a growing problem for the City. Its close proximity to the Sacramento and San Francisco Bay Area metropolitan areas is changing Woodland from an agricultural to a bedroom community. The impact of current and planned developments and associated traffic flow will continue to have an effect on response times and delivery of fire service.

The City is transcended by a major California highway running North-South – Interstate 5. In addition, California Northern Railroad has a line running North-South, while Yolo Shortline Railroad has a branch line running East-West. Flammable liquids and hazardous materials are transported through the City limits by the above-mentioned routes.

The roadway system throughout the City is comprised of surface roads with alley ways running parallel to the surface roads, but to the rear of the addresses. The alley ways are narrow, extremely overgrown with vegetation and not provided with protection by fire hydrants. Accessibility and availability of water are of major concern.

The City derives its water from the Woodland / Davis Drinking Water Treatment Plant and 19 wells located throughout the City. Due to increased demand by new development, water conservation is of great importance.

2. Road conditions due to flooding. Woodland is essentially flat with Cache Creek forming the Northern Boundary of the Springlake Fire Protection District. Cache Creek flooded during the heavy storms of 1995 closing County Road 98, which is a major artery into town. Fortunately for Woodland, a majority of the flood waters diverted into a borrow pit along I-5 sparing the Northwest corner of Woodland from a one to two foot projected flooding level and which would have created significant response problems to this area. However, during major storms or prolonged rains, some of the streets in the City are actually designed and used for flood control purposes, thus making fire and emergency access difficult during flood conditions. As a consequence, many of the streets within the City are impaired during such flood conditions and such flooding causes physical damage to the streets and the accumulation of debris, all of which hinder access to fire equipment for the purpose of responding to fire and other emergencies.

D. Administrative/Procedural/Public Safety Amendments.

1. This amendment is necessary for administrative or procedural clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Woodland and does not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5.

2. This amendment does not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5 and is reasonably necessary to safeguard life and property within the City of Woodland.

Legislation Text

7.

File #: 16-783, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Introduction and First Reading of an Ordinance amending Article 14, Chapter 14 of the Woodland Municipal Code related to Towing Services

Recommendation for Action: Staff recommends that the City Council introduce an ordinance amending various sections of Article 14, Chapter 14, of the Woodland Municipal Code related to Towing Services.

Staff Contact

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

Background

Currently, Article 14 of Chapter 14 of the City of Woodland Municipal Code authorizes the City of Woodland to enter into agreements with towing operators to provide police-initiated tow services expeditiously to remove illegally parked vehicles; remove vehicles that are apparently abandoned, wrecked, dismantled, or inoperative that constitute a public nuisance; remove vehicles needed for safekeeping or evidentiary purposes; remove vehicles involved in an accident, or that constitute an obstruction to traffic because of mechanical failure. These services are currently provided on a rotating basis from qualified towing operators.

Discussion

The proposed amendments to the ordinance include additions to the standards for tow truck equipment, standard rules of operation for the tow companies, additional grounds for the removal of a tow company from the rotational tow list, as well as the authority to suspend a tow company from the rotational list for up to 30 days for violations of the ordinance. The revised ordinance also removes the provision requiring tow companies placed onto the rotational list to provide towing of all city police vehicles at no cost to the city. Lastly, the amended ordinance will include the requirement for tow companies on the rotational tow list to possess a valid City business license.

Conclusion

Staff recommends that the City Council introduce an ordinance amending various sections of Article 14, Chapter 14, of the Woodland Municipal Code related to Towing Services.

Prepared by: Heath Parsons, Lieutenant

Reviewed by: Dan Bellini, Public Safety Chief

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

Paul Navazio, City Manager

Attachment: Tow Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND DELETING AND REPLACING, IN ITS ENTIRETY,
ARTICLE 14 OF CHAPTER 14 OF THE WOODLAND MUNICIPAL
CODE RELATED TO TOWING SERVICES**

WHEREAS, the City of Woodland (“City”) previously adopted Article 14 of Chapter 14 requiring Towing Operators to comply with the Woodland Municipal Code, federal and state laws, and such rules and regulations as the Police Chief may, from time to time, promulgate (“Rules and Specifications”); and

WHEREAS, collectively, the Woodland Municipal Code, federal and state laws, and the Rules and Specifications to be adopted by this Ordinance are referred to herein as the “Tow Laws;” and

WHEREAS, the Tow Laws authorize non-exclusive franchises, permitting Towing Operators to provide police-initiated tow services expeditiously to remove illegally parked vehicles; remove vehicles that are apparently abandoned, wrecked, dismantled, or inoperative that constitute a public nuisance; remove vehicles needed for safekeeping or evidentiary purposes; remove vehicles involved in an accident, or that constitute an obstruction to traffic because of mechanical failure; and

WHEREAS, these towing services shall be provided on a rotating basis with other similarly qualified operators who have been granted a non-exclusive franchise in accordance with the Tow Laws.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Article 14 of Chapter 14 of the Woodland Municipal Code is hereby deleted and replaced in its entirety to read as follows:

Article XIV. Police Department Initiated Towing Services.

Sections:

- 14-14-1 Purpose.**
- 14-14-2 Definitions.**
- 14-14-3 Rules and Specifications.**
- 14-14-4 Number of Official Towing Operators.**
- 14-14-5 Eligibility List.**
- 14-14-6 Referral to the Police Chief.**
- 14-14-7 Towing Rotation List.**
- 14-14-8 Service Agreements.**
- 14-14-9 Business License Required.**
- 14-14-10 Standards for Tow Truck Equipment.**
- 14-14-11 Standard Rules of Operation.**
- 14-14-12 Liability Insurance.**

- 14-14-13 Grounds for Revocation.**
- 14-14-14 Suspension.**
- 14-14-15 Appeal.**
- 14-14-16 City towing operations and towing storage yard.**
- 14-14-17 Violation-Penalty.**
- 14-14-18 Severability.**

14-14-1 Purpose.

It is the intent of this Article to prescribe the basic regulations for the operation of police initiated “towing services” to remove illegally parked vehicles, remove vehicles that are apparently abandoned, wrecked, dismantled, or inoperative that constitute a public nuisance, remove vehicles needed for safekeeping or evidentiary purposes, and to remove vehicles involved in an accident or that constitute an obstruction to traffic because of mechanical failure. It is the purpose of the City Council to provide a fair and impartial means of distributing requests for towing services among qualified firms and to ensure that such service is prompt and reasonably priced, and in the best interest of the public as well as the best interest of efficient police operations. Nothing in this Article shall prohibit or otherwise restrict owners or operators of a vehicle from selecting and calling a towing vehicle of their own choice.

14-14-2 Definitions.

- (a) “Chief” means the Woodland Police Chief or designee.
- (b) “Department” means the City Police Department.
- (c) “Eligibility list” means the City's list of Towing Operators who have filed an application to participate in the rotation list and who the Chief has determined to be qualified to participate in the rotation list.
- (d) “Rotation list” means the City's list of Towing Operators who have been selected from the eligibility list to be used by the Department for the purpose of providing tow truck service in accordance with the provisions of this Article.
- (e) “Rules and specifications” means the City's Rules and Specifications for towing services, drivers, and vehicle storage facilities, which shall be promulgated by the Chief pursuant to Section 14-14-3.
- (f) “Tow” or “towing” means the act of moving damaged or disabled vehicles, illegally parked vehicles, vehicles that be moved for safekeeping and evidentiary purposes, and abandoned, wrecked, dismantled, or inoperative vehicles constituting a nuisance.
- (g) “Tow truck” means a motor vehicle that has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line, dolly, or rollback carrier or is otherwise used to render emergency assistance to disabled and other vehicles.

(h) "Towing Driver" means a trained and/or qualified individual responsible for the operation of a tow car or tow truck.

(i) "Towing Operator" means a towing company with a valid City business license selected by the Police Chief and to be used by the Police Department on call, on a rotation basis, and engaged in the business of towing and storing vehicles in the City at the direction of the Chief.

14-14-3 Rules and Specifications.

(a) The Chief shall promulgate written Rules and Specifications governing the provision of towing services, the qualifications and conduct of drivers, and the requirements for vehicle storage facilities. The Rules and Specifications may be modified from time to time as deemed appropriate by the Chief. All towing services provided pursuant to the rotation list shall be subject to the requirements set forth in the Rules and Specifications.

(b) The Rules and Specifications shall include, but not be limited to, provisions requiring that all Towing Operators participating in the rotation list do the following:

(1) Obtain a City business license;

(2) Enter into a towing services agreement with the City;

(3) Abide by the provisions of this Article and the Rules and Specifications promulgated by the Chief;

(4) Protect, indemnify, defend (with counsel reasonably satisfactory to the City Attorney) and hold harmless the City, its elected officials, officers, and employees from all claims, demands or liabilities arising out of or encountered in connection with their agreement with the City or the performance of work or purchase of supplies, equipment and materials in preparation for the towing operations or claims, demands and liabilities arising out of events occurring during the towing and subsequent storage and maintenance of vehicles on behalf of the City, whether or not such claims, demands, or liabilities are caused by the Towing Operator, its employees, or agents;

(5) Provide proof and maintain general liability, automobile liability and workers' compensation insurance in an amount and at an insurance industry rating that meets the requirements of the City's finance department and which is acceptable to the City Attorney; and

(6) Have all of their Tow trucks used in the performance of towing services on behalf of the City inspected at least once per year. Proof of inspection by the California Highway Patrol shall satisfy this requirement.

14-14-4 Number of Official Towing Services.

(a) The Chief shall determine the number of Towing Operators needed to provide Towing Services to the Department. On or before December 1st of each calendar year, the Chief shall make a determination as to the appropriate number of Towing Operators to be placed on the

rotation list for the following year. The Chief's determination shall be based upon the number of Towing Operators that may be required by the public convenience and necessity and for the efficient operation of the Department. In determining the required number of Towing Operators, the Chief shall consider the following factors:

- (1) The operational needs of the Department;
 - (2) The population growth in the City;
 - (3) Any additional land area annexed or anticipated to be annexed into the City;
 - (4) The number of currently authorized Towing Operators and their average response times;
 - (5) The administrative burdens imposed by the number of Towing Operators to be included on the rotation list; and
 - (6) Other relevant, objective factors to be determined by the Chief.
- (b) The Chief's determination shall be made in writing and shall include the number of Towing Operators to be included on the rotation list.

14-14-5 Eligibility List.

(a) An application for placement on the Department's eligibility list for the rotation list shall be submitted in writing, executed under penalty of perjury, and filed with the Chief. In addition to other requirements set forth in the Rules and Specifications, the application shall contain all the following:

- (1) The full name and identification of the applicant and all persons who are financially interested, whether directly or indirectly, in the towing business;
- (2) The business addresses of the applicant and all financially interested parties;
- (3) The name under which the business will be operated;
- (4) Whether the applicant or any person financially interested in the application has been removed from a rotation list or had a permit to tow motor vehicles suspended or revoked in any other jurisdiction and, if so, the circumstances of that removal, suspension, or revocation;
- (5) A complete description of the vehicles to be operated by the applicant, including the vehicle make, model, year, license number, vehicle identification number, engine horsepower, and a description of hoist equipment and towing weight capacity;
- (6) Current certificates from a state-approved testing station certifying all safety equipment on all towing vehicles. Certification from the California Highway Patrol will satisfy this requirement;

(7) The names, driver's license numbers, and positions of all employees who will be involved in towing, storing, and releasing vehicles;

(8) The level and quality of service that would be made available to the public by the provider; such as, the location, the accessibility and adequacy of the provider's proposed storage facilities, whether there is an attendant on duty as opposed to being on call to release vehicles on a twenty-four-hour basis, and the availability of extra pieces of equipment over the minimum required;

(9) Evidence in writing to show the applicant's ability to comply with all requirements of this article and the terms and conditions of the City's tow service agreement;

(10) Evidence in writing that the applicant has Tow trucks capable of providing light duty and medium duty towing and their standard tow and storage rates;

(11) The reasonableness of fees to be charged for service and the willingness to release a vehicle without charge if impounded or stored in the course of carrying out an official police investigation, upon direction of the Chief.

(12) Whether the facilities, personnel, and equipment that the applicant proposes to use meet applicable municipal and state requirements of law.

(b) Applications pursuant to this Article shall only be accepted during the annual enrollment period, which shall begin on October 1st and end on October 31st of each calendar year.

14-14-6 Referral to the Police Chief.

Upon receiving an application, the Chief shall cause an investigation to be conducted to determine the applicant's qualifications to comply with the provisions of this Article. Within thirty days after the filing of the application, the Chief shall determine whether the Towing Operator is eligible for the rotation list. The Chief shall determine eligibility pursuant to guidelines set forth in this Article and the Rules and Specifications. If the Chief determines that a Towing Operator is qualified, the Towing Operator's name shall be placed on the eligibility list. Qualified Towing Operators shall be placed on the eligibility list in the order in which their applications were received. If the Chief determines that a Towing Operator is not qualified, the Towing Operator shall receive a written statement of the reasons for the Chief's decision.

14-14-7 Towing Rotation List.

(a) Towing Operators selected to provide towing services to the City and to participate in the rotation list shall abide by this Article and the Rules and Specifications.

(b) Based on the number of Towing Operators needed, as determined by the Chief pursuant to Section 14-14-4, the Chief shall select from the eligibility list the appropriate number of Towing Operators to be placed on the rotation list and participate in the towing rotation program for the following year. The Chief shall select Towing Operators from the eligibility list in the order in which their applications were received.

(c) The Towing Operator at the top of the list shall be on call to provide towing services to the City in accordance with the rotation system. Once a Towing Operator completes its designated on-call service, the Towing Operator's name shall be moved to the bottom of the list, and the Towing Operator then at the top of the list shall be the next Towing Operator contacted to provide towing services to the City.

(d) When the City Manager or the Chief determines that an emergency exists, the City may request services from a Towing Operator who is not at the top of the list.

(e) The rotation list may be amended from time to time as part of the Chief's promulgation or modification of the Rules and Specifications.

(f) To continue to participate in the rotation program, each Towing Operator on the rotation list shall file with the Chief a renewal application for the following year. The renewal application must be filed during the annual enrollment period in the year prior to the year for which the renewal is sought. The applicant must describe any changes regarding the information in the original application. If there are no material changes and if the Chief determines that the Towing Operator has performed well during the preceding year, the Chief may place the Towing Operator on the rotation list for the following year. If there are material changes or if the Chief determines that the Towing Operator has not performed well, the renewal application will be treated as if it were an original application and will be subject to the procedures for reviewing new applications, as set forth in this Article and in the Rules and Specifications.

14-14-8 Service Agreements.

Towing Operators selected by the Police Chief to provide tow services shall enter into an agreement with the City that shall contain eligibility requirements and operating regulations. Every selected Towing Operator shall post in a conspicuous place in the interior of each tow truck its rates.

14-14-9 Business License Required

(a) A Towing Operator is required to have a valid City business license.

(b) No Towing Operator shall operate on the streets, alleys, or any public way or place of the City unless the driver is holding a valid permit as required by law as an attendant or operator.

14-14-10 Standards for Tow Truck Equipment.

1. Tow trucks shall also pass the annual California Highway Patrol inspection, or its equivalent. All new Tow trucks shall be inspected by the City before being placed in service.

2. All Tow trucks shall have adequate equipment for the towing of vehicles. Basic equipment shall include but not be limited to: fire extinguisher(s); broom; shovel; reflective triangles; flares; two (2) trash can(s).

3. Towing Operators shall have at least one (1) vehicle designed to carry motorcycles, by a flatbed truck, trailer or other means, which will not cause additional damage to the motorcycle.

4. Towing Operators shall have equipment for and have personnel proficient in unlocking locked vehicles.

5. Company name. Company name, address, and phone number shall be displayed on both sides of the Tow truck.

14-14-11 Standard Rules of Operation.

(a) All requests for towing service and the removal of traffic hazards shall be made through the Police Department.

(b) When it becomes evident that there will be a delay in responding to a request for towing service, the towing company concerned shall promptly advise the Police Department of this delay.

(c) An attendant capable of responding to police requests for tow service as well as responsible for the arranging the release of vehicles to the public shall be on call twenty-four (24) hours a day, seven days a week. Official police tow service operators shall also maintain regular business hours of eight (8) a.m. to six (6) p.m., Monday through Friday, during which time an attendant shall be present in person to respond to police requests and to assist the public in obtaining their vehicles. Vehicles stored twenty-four (24) hours or less shall be charged a maximum of one-day storage. Each day thereafter shall be calculated by calendar day.

Signs listing the phone number where persons can call to retrieve their vehicles shall be posted in plain view at the front of the storage facility.

(d) Removing Hazards. After being dispatched by the Police Department to the scene, the tow truck operator shall cooperate with the police officers in removing hazards and illegally parked vehicles as requested. It is the duty of the police officers to determine when such vehicle should be impounded or moved, and the tow truck operator shall abide by their decisions.

(e) Each towing company shall comply with the California Vehicle Code regarding signs on tow trucks. Only tow trucks bearing the name of the company shall be dispatched to the scene without approval of Police Communications.

(f) Vehicles impounded by the police for special investigation, i.e., fingerprints, etc., shall be held under maximum security until cleared by investigating officers. Contents of vehicles subject to a "police hold" shall not be removed.

(g) The owners of towing companies participating in towing assignments by the Police Department shall be responsible for the acts of their employees while on duty. The towing company shall be responsible for all damage to vehicles while in its possession.

(h) All towing company records, equipment, and storage facilities shall be subject to periodic inspection by Police Department investigators.

(i) All vehicles stored or impounded as a result of a tow ordered by the Police Department shall be made available to the owner of the vehicle or his/her representative, any insurance agent,

insurance adjuster, or any body shop or car dealer, for the purpose of estimating or appraising damages, except vehicles subject to a “police hold.”

(j) The official police towing service shall record the time in and the time out on every tow truck assignment. Such records shall be available and open for City examination. An electric time clock shall be maintained for this purpose.

(k) Upon request, official police towing services shall submit a report to the Chief of Police and the Finance Director, which may include any of the following:

1. Total police impounds;
2. Number of times dispatched by Woodland Police Department;
3. Number of these calls resulting in impounds;
4. Number of vehicles sold on lien sale under authority of the Civil Code, and reporting such lien sales as per authority of the Vehicle Code;
5. Number of vehicles sold under authority of Section 3073, Civil Code;
6. Names and addresses of buyers and description of vehicles when sold;
7. Number of calls answered which took more than one hour to handle.

(l) All tow trucks shall be radio-equipped.

(m) Storage lots shall be properly fenced (at least six-feet high) to maintain a maximum of security for stored and impounded vehicles. Such lots shall be accessible for vehicle storage and vehicle releases twenty-four (24) hours a day, seven days a week.

(n) Storage lots shall be located within the City or within three miles of the Woodland City limits.

(o) An official garage shall not proceed with any repair work on a vehicle or place any charges against a vehicle other than those required for removal from the street and storage unless authorized by the owner or his designated agent.

(p) When disposing of unclaimed vehicles, official police tow service operators shall abide by all Civil Code sections pertaining thereto.

(q) All vehicles stored or impounded as a result of a tow ordered by the Police Department shall be towed directly to an official storage lot unless the Police Department or other person legally in charge of the vehicle requests that it be taken to some other location. Vehicle release fees shall be as established by resolution of the City Council.

(r) A towing company may charge a lien sale fee and may begin lien sale proceedings as provided in the California Vehicle and Civil Codes.

(s) Towing Operators shall be available 24 hours a day, 7 days a week and be able to respond to the designated area of responsibility within 20 minutes both during daytime and night-time hours. Towing Operators will advise the City, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.

(t) Towing Operators shall maintain records of tow services furnished, including a description of vehicles, nature of service, and time and location of calls. Such records may be inspected by Police Department personnel at any time.

(u) Any damage to, or theft from, a towed vehicle while under the control of Towing Operators shall be reported to the City's Police Services.

(v) All Towing Operators shall be required to provide a current phone number for afterhours contacts. Towing Operators shall incur all costs associated with the phone number, and the City will not be responsible for any such costs. Towing Operators shall immediately notify the Police Department of any changes to their reported phone number.

(w) Towing Operators shall provide a means for persons to pick up vehicles during non-business hours. An additional fee may be charged for non-business hour vehicle releases as long as such fee is posted at the business and provided to the Police Department in advance. If Towing Operators do not respond to release a vehicle during non-business hours, all storage fees associated with that vehicle will stop as of the date/time of no response to the release request. A pattern of non-response to afterhours release requests may result in removal from the rotation list. A first violation of the above will result in a 30 day suspension, and a second violation will result in a removal from the tow rotation list for the remainder of the current year.

(x) Towing Operators shall comply with California Vehicle Code section 10652 concerning the reporting of the storage of vehicles in excess of thirty (30) days and California Vehicle Code section 10652.5 concerning vehicle storage fees.

(y) Towing Operators may not perform any functions pursuant to this Article if criminal charges are pending against the Towing Operators or one of its owners or principals. The Towing Operator's inability to perform these functions constitutes a material breach of its towing services agreement and shall provide the basis for either suspension or revocation of its towing services agreement.

14-14-12 Liability Insurance.

(a) Official police tow service providers shall obtain and maintain at all times, at their own cost and expense, proper and adequate insurance as required by the City's Risk Manager and as set forth in the towing services agreement.

(b) All insurance policies shall be submitted to the Risk Manager for approval prior to the provider's designation as one of the City's official police tow service providers. Satisfactory evidence that such insurance is at all times in force and effect shall be furnished to the Risk Manager and the Finance Director.

14-14-13 Grounds for Revocation.

(a) The Chief may remove a Towing Operator from the rotation list for any of the following reasons:

- (1) A finding that a Towing Operator falsified any portion of its application or failed to include required or important information on the application;
- (2) A finding that the Towing Operator has failed to comply with or violated any of the terms or conditions of either this Woodland Municipal Code, the towing services agreement, or the Rules and Specifications;
- (3) A finding that the Towing Operator has engaged in misconduct or a pattern of behavior, by or through its agents or otherwise, that is either inconsistent with the goals of providing quality service to the community or not in the best interests of the City or its residents.
- (4) Nonpayment of any City business license fees or other fees provided in the Agreement or by the Woodland Municipal Code;
- (5) Violation of any of the laws of the State of California or of the City with respect to the operation of the business by the contract holder, or repeated violations by operators, attendants, or vehicles covered by the contract;
- (6) Failure to keep any vehicle used for official police tow services in a safe condition and in good repair;
- (7) Failure to use distinctive coloring, monogram, or insignia;
- (8) For any deviation from the schedule of rates set forth in the agreement; or
- (9) For any cause the City Council finds makes it contrary to the public interest, convenience, necessity, or general welfare for the contract to continue.

(b) If the Towing Operator does not agree with the Chief's decision to remove the Towing Operator from the rotation list, it may file an appeal with the City Manager, following the procedures set forth in Section 14-14-15 of this article.

14-14-14 Suspension.

Any authority to operate as a Towing Operator in the City granted under the provisions of this chapter may be suspended by the Chief of Police for a period of up to thirty (30) days for any violation of this Chapter.

14-14-15 Appeal.

Any applicant deemed ineligible by the Chief shall have the right to appeal the Chief's decision to the city manager. Appeals shall be made by filing a notice of appeal with the city manager within ten days of receipt of a notice of the Chief's decision. The city manager shall hear the appeal within thirty days after the appeal is filed. The city manager shall notify the applicant of

the decision within ten days after the decision is made. The city manager may affirm or overrule the Chief's decision. The city manager's decision shall be final.

14-14-16 City Towing Operations and Towing Storage Yard.

Nothing in this Article shall be construed to restrict or prohibit the City from conducting its own towing operations or maintaining its own towing storage yard, either in lieu of or in addition to the towing services provided by and the towing storage yards maintained by any towing operators participating in the rotation list.

14-14-17 Violation—Penalty.

Any Towing Operator or officer, official, employee, or agent thereof who violates any provision of this Article shall be guilty of a misdemeanor. In addition to any other penalties, any Towing Operator violating any provision of this Article shall be subject to removal from the rotation list.

14-14-18 Severability.

If any section, subsection, sentence, clause, or phrase of this Article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Article. The City Council declares that it would have adopted this Article, including every section, subsection, sentence, clause and phrase, irrespective of whether one or more sections, subsections, sentences, clauses or phrases is held invalid.

Section 2. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 3. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED this _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim Hilliard
Mayor

ATTEST:

Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

Kara K. Ueda
City Attorney

Legislation Text

8.

File #: 16-782, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Review of the Draft 2035 Climate Action Plan

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive a staff report summarizing the Draft 2035 Climate Action Plan (CAP); and
- 2) Confirm that the CAP, as drafted, appropriately implements State legislative mandates concerning climate change and GHG emissions; and
- 3) Provide comments and direction regarding the Draft 2035 CAP based on review of materials including comments received to date.

Staff ContactCindy A. Norris, Principal Planner - (530) 661-5911, cindy.norris@cityofwoodland.org**Fiscal Impact**

The update to the 2035 Climate Action Plan is included in the overall Scope of Work and budget allocation for the General Plan 2035 update project (CIP# 07-06) which has a budget authorization of \$1,922,000.

Report in Brief

The purpose of this meeting is to provide an overview to the City Council of the City of Woodland's Draft 2035 Climate Action Plan (CAP). The CAP presents a set of community-generated strategies to guide the City of Woodland (City), its residents and local businesses in reducing greenhouse gas (GHG) emissions consistent with state goals for addressing California's contributions to climate change.

Background

The City began the General Plan update process in early 2013. Here is a brief summary of recent activity:

Jul 8 Release of Public Review Draft 2035 General Plan (excluding Housing Element)

Jul 25 General Plan Steering Committee

Jul 29 Release of Revised Draft Housing Element

Aug 8 Community Open House

Aug 15 General Plan Steering Committee

Aug 24 Joint City Council and Planning Commission Workshop

Sep 15 Release of Draft Climate Action Plan (CAP)

Sep 15 Release of Draft Environmental Impact Report

Sep 21 Sustainability Committee Meeting #1

Oct 11 Sustainability Committee Meeting #2

Oct 20 Public Comment Meeting at the Planning Commission on the DEIR and CAP

Public and Agency Comments

The Draft CAP is available for review and comment. The comment deadline was identified as October 19, 2016 and public comments were accepted on October 20, 2016 at a publicly noticed comment hearing before the Planning Commission. Copies of comments received have been included with this report.

Regulatory Context

In 2006, California enacted Assembly Bill (AB) 32, the Global Warming Solutions Act, which requires that GHG emissions be reduced to 1990 levels statewide by 2020. This is considered equivalent to reducing GHG emissions to 20% below the 2005 GHG emission level. Executive Order S-3-05 established a long-term target to reduce emissions 80% below 1990 levels by 2050. More recently, Executive Order B-30-15 established an interim target to achieve reductions 40% below 1990 levels by 2030. The State's 2008 *Scoping Plan* provides guidance to local governments regarding the 2020 emissions target. State guidance to local governments in the *Scoping Plan* is to aim to reduce GHG emissions 15% below the 2005 level by 2020. The City's Draft 2035 CAP includes a 2020 target to reduce GHG emissions **15% below 2005 levels**. In addition, the City must address longer term climate change effects associated with implementing the 2035 General Plan update, including the effects of individual future projects.

Legislation or Executive Order	Target Year	Reduce Statewide GHG emissions...
AB 32	2020	...to the 1990 level - considered equal to 20% below the 2005 level
E.O. B-30-15	2030	...40% below the 1990 level
E.O. S-3-05	2050	...80% below the 1990 level

In the absence of specific State plans for GHG emissions reduction beyond 2020, the City is challenged with determining an appropriate local GHG reduction target for 2035 and establishing assumptions regarding the contributions of future state regulations and other statewide measures to meet the local reduction target (as an example, government fuel standards and renewable energy requirements for the major utilities are providing about two-thirds of the reductions needed to meet the local 2020 target). The selected approach considers the potential range of contributions to GHG emission reductions that may result from future statewide measures and establishes a 2035 target that is based on annual emissions per local service population (service population = population + jobs) rather than a percentage reduction from a baseline: 2.25 metric tons of CO₂ equivalent per service population per year (MTCO₂e/SP/yr). This approach is described further below.

The CAP strategies presented in the Draft 2035 CAP provide tools for addressing GHG emissions of both existing and future development and are designed to reduce Woodland's GHG emissions by 2020 and 2035 consistent with the State's targets.

Relationship to the 2035 General Plan Update

The Draft 2035 CAP was developed simultaneously with the City's Draft 2035 General Plan Update. The

Draft 2035 General Plan Update includes policy direction to implement the CAP in Policy 7.F.9 and Implementation Program 7.6. It also includes many goals and policies supporting the 2035 CAP that were considered during the CAP development.

In addition, the Draft EIR for the 2035 General Plan Update and the 2035 CAP identifies additional implementation actions in Mitigation Measure 4.5-1a.

Relationship to the California Environmental Quality Act (CEQA)

Many local governments have prepared Climate Action Plans (CAPs) to address the reduction of GHG emissions consistent with AB 32 goals. Pursuant to CEQA Guidelines Section 15183.5, the development of such a plan can also allow for CEQA streamlining. As allowed under this section, development plans and projects that are consistent with an adopted CAP that satisfies the requirements of Section 15183.5 are presumed to have no cumulatively considerable climate change impacts unless substantial evidence demonstrates otherwise.

A project-specific environmental document that relies on the 2035 CAP for its cumulative GHG impacts analysis must identify those requirements specified in the CAP that apply to the project and how the project incorporates the measures. If the measures are not otherwise binding or enforceable they must be incorporated as mitigation measures, project conditions of approval, or some other mechanism to ensure implementation.

For each CAP strategy that is related to development projects, the city will determine: a) the project is consistent, b) the project with conditions is consistent, c) the strategy is not relevant to the particular development project, or d) the project includes one or more replacement strategies that would be equally effective in reducing GHG emissions.

Discussion

CAP Approach and Organization

The Draft 2035 CAP is an expanded version of the City's Preliminary 2020 CAP, which was adopted by the City Council on July 15, 2014. At that time, it was acknowledged that some of the Preliminary 2020 CAP content may require revisions as a result of the City's 2035 General Plan Update process and corresponding CEQA analysis.

The foundation for the Preliminary 2020 CAP is the City of Woodland Climate Action Plan Technical Report, prepared by the Sustainable Design Academy of the University of California, Davis, under Dr. Deb Niemeier's direction. The report includes detailed GHG emissions calculations for the 2005 base year, 2020 emissions forecasts, and quantified 2020 reduction strategy estimates.

As part of the 2035 General Plan update process the City engaged AECOM to provide additional GHG emissions analysis. AECOM analyzed future community-wide emissions consistent with the General Plan's 2035 horizon year and demographic and land use assumptions associated with the proposed General Plan land uses.

The CAP strategies for GHG emissions reductions were developed using input from community workshops and stakeholder meetings held during 2012. The approach is organized into six focus areas:

- Energy
- Transportation and Land Use
- Urban Forest and Open Space
- Water and Solid Waste
- Public Involvement
- Municipal Operations

Each of the six focus areas includes overarching objectives, strategies to achieve each objective, and implementation actions for each strategy.

The CAP is organized into five chapters and four appendices:

Chapter 1 is an Executive Summary.

Chapter 2 is an Introduction and Overview

Chapter 3 is an Emissions Inventory and Targets

Chapter 4 is the Greenhouse Gas Reduction Strategies

Chapter 5 is Implementation and Monitoring

Appendix A, Community Input

Appendix B, 2020 Climate Action Plan Technical Report (digital copy)

Appendix C, 2035 Forecasts and Target Methodology

Appendix D, 2035 CAP Strategy Metrics

Chapter 3 presents the 2005 base year emissions inventory and forecast for 2020 and 2035. This chapter also explains the City's 2020 and 2035 GHG targets.

Chapter 4 contains eight subsections, the first six of which (Chapters 4A through 4F) address the six focus areas listed above. Chapter 4G (Additional Actions) presents a menu of longer-term strategies to consider, if upon review of progress in 2017 it is found that additional actions are required to ensure that the City will meet the 2020 target, or in subsequent progress reviews it is determined that sufficient progress is not being made toward the 2035 target. One overarching goal will be to allow the City to review the progress to date and to align the future comprehensive Zoning Code update, scheduled to follow the 2035 General Plan update, to determine whether any measures should be adopted as mandatory requirements in zoning. At this 2017 mid-point review, the City may choose to incorporate any or all of the additional actions shown in 4G as new CAP reduction strategies.

For example, in 2007 the California Energy Commission (CEC) adopted a goal to achieve zero net energy (ZNE) buildings in new residential construction by 2020 and non-residential construction by 2030. ZNE buildings consume only as much energy on an annual basis as can be generated with an on-site renewable energy system (e.g. solar, wind, geothermal). The Draft 2035 General Plan includes a recommendation "achieve zero net energy building" for SP-2 (GP Policy 2.L.5) with the underlying assumption that new (i.e., not currently entitled) residential development is unlikely to occur before 2025. The City could consider mandating such requirements for all new residential construction by 2025, if (1) ZNE has not already been incorporated in the State's building code, and (2) mid-point CAP review indicates a need for additional emissions reductions.

Chapter 4H (2020 and 2035 Target progress) compares the estimated strategy reductions against the City's

emissions forecasts and targets to demonstrate how the 2020 and 2035 targets will be achieved. Where 2035 target estimates are provided they are shown separately for the General Plan South and East alternatives.

Chapter 5 describes the City's progress for monitoring, evaluating, and revising the CAP to ensure that the estimated strategy reductions do occur to support target achievement.

Appendix A (Community Input) provides a listing of all community suggestions provided during the preliminary CAP public development process through August 2012.

Appendix B includes the technical report prepared in December 2012 by the UC Davis Sustainable Design Academy used to prepare the Preliminary 2020 CAP. Appendix C provides the 2035 forecasts and target methodology and Appendix D presents each of the implementation goals developed to meet the 2035 GHG reduction targets. Where applicable, separate 2035 reduction estimates are shown for the South and East Alternatives.

Targets and GHG Reduction

The GHG emissions forecasts that have been developed for the CAP are for planning purposes and are subject to change due to the complexity of the emissions calculations and the sensitivity of the emissions estimates to specific development factors. Therefore, as the CAP's horizon year approaches, the city will reevaluate its emissions projections. A mid-point (2017) check on the 2020 CAP implementation progress will be conducted. Regular community-wide emissions inventory updates will also help to assess progress toward the reduction targets at periodic check points. At each check point, it will be important to consider the City's current emissions inventory, ongoing City actions, new State regulations, and emerging technologies and, based on these, to refine the pathway for achieving the 2035 reduction target.

Typical starting points for determining GHG emission reduction goals are baseline GHG emissions forecasts. These are provided for business-as-usual (BAU) and adjusted-business-as-usual (ABAU) conditions. BAU forecasts assumes that historical trends continue and no statewide or local actions will be taken to curtail emissions growth. ABAU forecasts then incorporate the expected likely emissions reductions that will be accomplished through statewide efforts such as improved fuel standards and energy efficiency requirements for buildings. The difference between the ABAU forecast of GHG emissions and the GHG emissions target is the amount remaining to be addressed through local GHG reduction measures. For the 2035 CAP, two assumptions were used to bracket the range of potential reductions that would result from State measures. One, referred to as the CAP Planning Scenario, assumes that State measures will represent two-thirds (66.6%) of future reductions needed to meet the local GHG reduction target for 2035. The other, referred to as the Conservative Scenario, assumes that State measures will not be enhanced beyond their current level. This latter assumption is highly unlikely given the State's aggressive targets for future statewide GHG reductions. Therefore, the CAP goals for 2035 are based on calculations that incorporate the CAP Planning Scenario, with the recognition that the expectation regarding State contributions to local GHG emission reductions must be periodically reassessed as part of the progress checks referenced above. As noted, local actions and measures must address the balance of the forecasted emissions. (See Attachment A for a Summary Table of forecasts and targets).

The 2020 CAP assumes a single city-wide target; however, the 2035 estimates have been calculated for both the South and East General Plan Alternatives. The City's 2035 GHG target is to achieve community-wide emissions efficiency of 2.25 MT CO₂e/SP/yr. Based on population and employment assumptions for each alternative, which are very similar for the two alternatives, this efficiency target is equal to emissions levels of

268,200 MT CO₂e/yr for the South Alternative and 270,743 MT CO₂e/yr for the East Alternative. The CAP reduction strategies must provide the balance of the GHG reductions after the reductions attributable to statewide actions are factored in:

2035 Emissions Target - South Alternative

- BAU emissions are projected to reach 602,467 MT CO₂e/yr
- The 2035 emissions target corresponding to 2.25 MT CO₂e/SP/yr is 268,200 MT CO₂e/yr
- Reductions of 334,267 MT CO₂e are required to achieve the target of 268,200 MT CO₂e/yr
- Statewide actions are assumed to provide reductions of 222,622 MT CO₂e/yr
- Local strategies needed to provide the remaining reductions of 111,645 MT CO₂e/yr

2035 Emissions Target - East Alternative

- BAU emissions are projected to reach 606,867 MT CO₂e/yr
- The 2035 emissions target corresponding to 2.25 MT CO₂e/SP/yr is 270,743 MT CO₂e/yr
- Reductions of 336,124 MT CO₂e are required to achieve the target of 270,743 MT CO₂e/yr
- Statewide actions are assumed to provide reductions of 223,859 MT CO₂e/yr
- Local strategies needed to provide the remaining reductions of 112,265 MT CO₂e/yr

Most progress in reducing GHG is expected to come from lowering energy use, using renewable energy, and reducing gas and diesel vehicle use. However, efforts in all areas are important to the CAP implementation success. For example, land use planning strategies are essential in influencing lifestyles and travel modes and support transportation related GHG reductions. Neither AB32 or the Scoping Plan recommends strategies that would limit future population or employment growth to reduce emissions. Rather, *it is the State's goal to achieve reductions while population and employment continue to increase, which means that new growth will need to become more efficient from an emissions standpoint.*

CAP and Project Review.

Chapter 5, *Implementation and Monitoring*, describes how the City will implement the CAP and monitor performance. In particular, the CAP suggests that a CAP Manager be assigned and that clear guidance be provided on the collection of necessary data to ensure mandatory on-going monitoring. Chapter 5 also includes the section *Project-Level Compliance with the CAP*. This section provides the steps to be taken as part of a project review in evaluating each project's consistency with the 2035 General Plan and consistency with the CAP. In order to be determined consistent with the CAP, a project must demonstrate that it is included in the growth projections upon which the CAP modeling was based and that it incorporates applicable strategies and measures from the CAP as binding and enforceable components of the project. It is likely that a check list submission form will be developed upon approval of the General Plan and CAP to assist with this process.

Public Comment Meeting

On October 20, 2016 a public comment meeting was held before the Planning Commission to provide the public the opportunity to offer comments on two documents; 1) the Draft Environmental Impact Report for the 2035 General Plan and Climate Action Plan, and 2) the Draft 2035 Climate Action Plan. Comments received are included as Attachment B.

Recommendation

Staff recommends that the City Council:

- 1) Receive a staff report summarizing the Draft 2035 Climate Action Plan (CAP);
- 2) Confirm that the CAP, as drafted, appropriately implements State legislative mandates concerning climate change and GHG emissions; and
- 3) Provide comments and direction regarding the Draft 2035 CAP based on review of materials including comments received to date.

Prepared by: Cindy A. Norris, Principal Planner
Roberta Childers, Environmental Services Manager
Heidi Tschudin, General Plan Project Manager

Reviewed by: Ken Hiatt, Assistant City Manager, Community and Economic Development



Paul Navazio, City Manager

Attachments

Attachment A - CAP 2020 and 2035 Summary Table

Attachment B - Draft 2035 Climate Action Plan - available at the following link:

[<http://web.cityofwoodland.org/gov/depts/cd/divisions/planning/generalplan/2035/documents.asp>](http://web.cityofwoodland.org/gov/depts/cd/divisions/planning/generalplan/2035/documents.asp)

	2020 Components of the Draft 2035 CAP	2035 Components of the Draft 2035 CAP
Target Basis	State Guidance in the 2008 <i>Scoping Plan</i>	No set target provided by the State. Community decision to develop reasonable target for the 2035 General Plan horizon year.
Emission Reduction Target	15% below 2005 GHG emissions.	2.25 MT CO ₂ e per service population (population + local jobs) per year
Assumptions utilized in Setting the Local Target	Assumes implementation of State measures (low-carbon emissions, 33% renewables in PG&E power supply), which provide 2/3 (66.6%) of reductions needed locally	<u>CAP Planning Scenario</u> : Assumes State enhances State measures so that they continue to provide approximately 2/3 (66.6%) of reductions needed locally.
Business-As-Usual Forecast (Assumes historical trends with no modification)	661,639 MT CO ₂ e	South Alt – 602,467 MT CO ₂ e East Alt – 606,897 MT CO ₂ e
Adjusted Business-As-Usual Forecast (Assumes that statewide programs and actions are fully implemented, but locally, historical trends continue with no modification)	541,657 MT CO ₂ e	<u>CAP Planning Scenario (State enhances State measures)</u> : South Alt – 379,845 MT CO ₂ e East Alt – 383,008 MT CO ₂ e
Community Emissions Reduction Target	481,431 MT CO ₂ e	<u>CAP Planning Scenario</u> : South Alt – 268,200 MT CO ₂ e East Alt – 270,743 MT CO ₂ e
Additional Local Reductions required	60,226 MT CO ₂ e	<u>CAP Planning Scenario</u> *: South Alt - 111,645 MT CO ₂ e East Alt - 112,265 MT CO ₂ e *Used as the basis of 2035 CAP strategies.
Monitoring	Includes requirement for a mid-point check in 2017 to assess progress toward the local goals established in the CAP. City may consider the menu of several additional quantified measures which are described in the Additional Actions section (Chapter 4G)	Includes requirement for several progress checks over time to incorporate State adoption of new emission reduction measures as they occur, as well as progress toward the local goals established in the CAP. City may consider the menu of several additional quantified measures which are described in the Additional Actions section (Chapter 4G)

South Alt = General Plan Update South Alternative

East Alt = General Plan Update East Alternative

Legislation Text

9.

File #: 16-793, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Community Choice Energy Advisory Committee

Recommendation for Action: Staff recommends that the City Council (1) approve the formation of an ad hoc community advisory committee to assist the City in evaluating the benefits and risks of Woodland joining a community choice energy (CCE) program, and (2) direct staff to proceed with committee formation and organization.

Staff Contact

Roberta Childers, Environmental Sustainability Manager
(530) 661-2060, roberta.childers@cityofwoodland.org

Council Goal

This recommendation is consistent with the City's goals for fiscal responsibility and environmental sustainability.

Fiscal Impact

There is no fiscal impact associated with the decision to form an advisory committee. If the City Council ultimately decides to participate in a CCE program, the City would need to commit funds toward program administrative costs and energy contracts with the expectation of recouping those expenses over time through the CCE customers' payments for electricity. Participation in a CCE program could provide substantial economic benefits through the provision of favorable electricity rates for Woodland residences and businesses.

Background

Community Choice Energy (CCE)-also called Community Choice Aggregation-enables local governments to procure and/or develop power on behalf of their public facilities, residents, and businesses. The aims are to increase local choice in energy supply and provide electricity with high renewable energy content (50% or more) at electric rates that are competitive with those of the incumbent investor-owned utility, such as PG&E. While a CCE program determines the sources of its power supply, sets customer rates, and develops programs and incentives, the IOU continues to deliver the energy, maintain infrastructure, read meters, and bill the customers.

Several CCE programs are already established in California: MCE (formerly Marin Clean Energy), which includes Marin County jurisdictions, Napa County, and parts of Contra Costa and Solano Counties; Sonoma Clean Power; Lancaster Choice Energy; Clean Power San Francisco; and Peninsula Clean Energy (San Mateo

County).

The City of Davis and Yolo County have agreed to jointly develop a CCE program, with the proposed name Valley Clean Energy Alliance, and have approved the formation of a Joint Powers Agency (JPA) for its administration. Eighteen other counties and the City of San Jose are currently exploring or are in the process of forming CCE programs.

The City of Davis and Yolo County have encouraged Woodland's participation in the Valley Clean Energy Alliance, and Woodland staff members have followed the planning group's discussions over the past six months. At its September 20, 2016 meeting, the City Council designated Council Members Barajas and Davies to represent Woodland in ongoing discussions of the program with the Davis-Yolo County CCE planning group. The September 20 staff report provides background information summarizing statutory and regulatory requirements of CCEs, the studies and process leading to the formation of the Valley Clean Energy Alliance, and CCE benefits and risks.

Staff believes that the effort of evaluating advantages and disadvantages associated with joining the Davis-Yolo County JPA or another CCE can be accelerated and greatly enhanced with the assistance of an advisory committee composed of knowledgeable community members.

Discussion

The purpose of an Ad Hoc Community Choice Energy Advisory Committee will be to assist City staff and Council Members Barajas and Davies in analyzing the advantages and disadvantages of participating in a CCE. The committee will work on defined objectives with a specified timeline to provide recommendations by early 2017 that will assist the City Council in making policy decisions about CCE participation.

Staff recommends that the committee consist of a maximum of 8 community members and that a focus be on recruiting members with a mix of expertise or special interest in electrical power systems, markets, distribution, and policies; expertise or special interest in local economic and environmental issues; and broad community knowledge. Representation will be sought from local professionals in the energy field, the Chamber of Commerce, the Sustainability Committee, service groups, and the community at large. Four Woodland community members with the appropriate levels of experience, knowledge, expertise, and community interests have already expressed a desire to participate on the committee. These four could be enough to start the committee with up to four more to be added as Council Members Barajas and Davies deem necessary.

Substantial background research into CCE operations has already been conducted by Davis and Yolo County, and various materials prepared as part of their efforts are available for use by the CCE Advisory Committee. These include the March 2016 *City of Davis and Yolo County Technical Study - Draft Final Report* prepared by TEA, The Energy Authority; updated rate comparisons provided by TEA in September 2016; Davis Council and Board of Supervisors members' questions and responses; and presentations given at Council and Board of Supervisors meetings. The committee may interview or consult directly with persons with experience in CCE functioning and conduct additional research to identify and resolve pertinent issues.

The committee will assist staff in planning and conducting at least one public workshop and developing other forms of public education and outreach to provide information to the broader community and solicit public input into the CCE evaluation process.

Some committee members may also serve as liaisons to the advisory committee to the Davis-Yolo County

planning group and/or the Valley Clean Energy Alliance JPA once formed.

The committee will be organized and supported by the Environmental Sustainability Manager and a Conservation Coordinator in coordination with Council members Barajas and Davies.

Conclusion

Staff recommends that the City Council (1) approve the formation of an ad hoc community advisory committee to assist the City in evaluating the benefits and risks of Woodland joining a CCE program, and (2) direct staff to proceed with committee formation and organization.

Prepared by: Roberta Childers, Environmental Sustainability Manager

Reviewed by: Gregor G. Meyer, Public Works Director

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

Paul Navazio, City Manager

Legislation Text

10.

File #: 16-802, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 1, 2016

SUBJECT: Proposition 64 (Adult Use of Marijuana Act)

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive information about Proposition 64;
- 2) Provide direction and refer consideration of local regulatory issues - if Proposition 64 passes on November 8th - to the ad hoc sub-committees of the Planning Commission and City Council;
- 3) Consider adoption of an urgency ordinance prohibiting outdoor cultivation of marijuana within the City.

Staff Contact

Paul Navazio, City Manager, 661-5802, paul.navazio@cityofwoodland.org

BackgroundApplicable Law

Federal law (the Federal Controlled Substances Act (21 USC §§ 801 *et seq.*)) classifies marijuana as a Schedule I drug, meaning that it is a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. Under federal law, it is illegal to cultivate, manufacture, distribute, dispense, transport, or possess marijuana.

In 1996, California voters approved Proposition 215 (“The Compassionate Use Act of 1996,” codified at Health and Safety Code §§ 11362.5 *et seq.*). Proposition 215 was intended to allow persons in need of marijuana for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances. The State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420.

Since the passage of Proposition 215, cities and counties have been permitted to regulate to ensure that medical marijuana uses are not public nuisances, and they have maintained their traditional land use authority (including the ability to exclude facilities that distribute medical marijuana). Last year, the California Legislature adopted

three bills collectively entitled the “Medical Marijuana Regulation and Safety Act” (“MMRSA”), which was subsequently amended slightly and retitled the “Medical Cannabis Regulation and Safety Act.” MMRSA, among other things, authorizes local governments to regulate the licensing of marijuana cultivation within their jurisdiction and also requires a person or entity wishing to cultivate medical marijuana to obtain a state license. The licensing requirement does not extend to qualified medical marijuana patients who cultivate medical marijuana in less than 100 square feet, and the cultivation is for the qualified patient’s personal medical use. It also does not apply to primary caregivers who cultivate provided that the area does not exceed 500 square feet, and the cultivation is exclusively for the personal medical use of no more than five specified qualified patients for whom the person is the primary caregiver. Thus, the state licensing scheme applies to individuals who cultivate marijuana on a larger scale and engage in other “commercial” activity. Other “commercial” activities authorized under the MMRSA, and requiring a state license, include manufacturing, testing, distribution, delivery, and sale of medical marijuana.

Existing City Zoning Code Provisions

The City’s existing Zoning Code regulates the cultivation of medical marijuana in accordance with existing law. It does not provide legal authority to grow marijuana but imposes zoning restrictions on marijuana cultivation when it is authorized by state law for medical or other purposes. The existing provisions are consistent with the MMRSA. The current Zoning Code does the following:

- Prohibits cultivation of cannabis that is not medical marijuana at any location in the City
- Prohibits all commercial cultivation of medical marijuana in the City
- Prohibits all outdoor cultivation of medical marijuana within (1) a 600-foot radius of any child care center, park, school or residential use; or (2) any residential zone
- Requires a qualified patient or primary caregiver who wants to grow medical marijuana indoors to register with the City’s Community Development Director prior to cultivation
- Permits a qualified patient or primary caregiver who registers with the City to cultivate medical marijuana indoors within any residential zone if the cultivation is within a detached, fully-enclosed and secure secondary structure or primary residential structure that meets specified requirements concerning (among other things) lighting, use of gas products, ventilation, and size requirements (fifty square feet total)
- Provides that a violation of the ordinance is a public nuisance but that someone who violates the ordinance will not be subject to criminal liability if their actions are immune from criminal liability pursuant to state law.

Thus, the existing Zoning Code allows for limited indoor and outdoor cultivation of medical marijuana (not recreational marijuana) for non-commercial use, prohibits cultivation of medical marijuana for commercial purposes, and prohibits cultivation of cannabis that is not medical marijuana throughout the City. The City’s Zoning Code does not regulate non-medical or recreational use of marijuana because recreational use thus far has been illegal under both federal and state law. It does, however, currently prohibit all cultivation that is not medical marijuana at any location in the City.

Proposition 64

Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) is on the November 8, 2016 ballot. If a majority of the state’s voters voting on it vote yes, some of its provisions will take effect the next day, on November 9, 2016. If passed, the AUMA would, among other things:

- Immediately legalize possession, transport, purchase, use, and transfer (not sale) of recreational marijuana for individuals 21 years of age or older
- Permit individuals 21 years or older to have up to 28.5 grams of marijuana, up to 8 grams in the form of concentrated cannabis (including in edibles), and up to six living marijuana plants (and any marijuana produced by those plants) at their private residences
- Legalize the cultivation of recreational marijuana, commercial marijuana delivery services, and commercial marijuana retail services
- Do little to change existing law that governs medical marijuana but sets up a regulatory scheme that runs parallel to medical marijuana for recreational marijuana
- Provide that the Bureau of Marijuana Control would have jurisdiction over a comprehensive state licensing system and enforcement of all non-medical marijuana businesses, with licensing to begin by January 1, 2018. A state license may not be issued to an applicant whose operations would violate a local ordinance.
- Prohibit smoking or ingesting marijuana in any public place or location where smoking tobacco is prohibited (with some exceptions)
- Prohibit smoking marijuana or ingesting marijuana within 1,000 feet of a school, day care center, or youth center while children are present (with some limited exceptions, such as in a private residence where the smoking is not detectable by others on the grounds of the school, day care center, or youth center while children are present)
- Prohibit smoking and ingesting while driving, operating, or riding in vehicles (with some exceptions)
- Provides for various criminal penalties for the prohibited activities except that for some crimes, persons under 18 shall instead be required to complete a drug education program or counseling and community service
- Impose state taxes on the purchase and cultivation of non-medical marijuana

The AUMA, if passed, would allow for local control of most marijuana uses. Local agencies would be permitted to:

- Ban or regulate all commercial marijuana-related uses, including marijuana dispensaries, delivery services, and any recreational marijuana retail service except that a city or county may not prohibit the use of public roads for deliveries to another jurisdiction

- Ban or regulate all outdoor cultivation of marijuana, unless the California Attorney General determines that marijuana is no longer illegal under federal law, in which case a ban would no longer be permitted
- Ban all indoor cultivation of marijuana except for indoor cultivation in private residences and accessory structures, which must be allowed on a limited basis (up to six marijuana plants in the residence and to possess the marijuana the plants produce). A “private residence” is defined as a house, an apartment unit, a mobile home, or “other similar dwelling.”
- Impose reasonable regulations on personal indoor cultivation of six plants (or more), such as requiring a permit for cultivation, regulating electrical power usage, providing for nuisance standards, and other activities to ensure that the cultivation is not creating a nuisance or using excessive water
- Impose a tax on non-medical marijuana (an additional business license tax based on gross receipts of commercial non-medical marijuana that would require voter approval)
- Continue to have and enforce drug-free workplace policies

DISCUSSION

Urgency Ordinance

The City Council may adopt an urgency ordinance, which would go into effect immediately and remain in effect for 45 days unless extended within those 45 days. An interim urgency ordinance requires a 4/5 vote for adoption and requires the City Council to make findings that the interim ordinance is being adopted for the immediate protection of the public health, safety, and welfare. The intent of such an urgency ordinance would be for it to remain in effect only until the City Council adopts an ordinance establishing regulations consistent with Proposition 64 regarding recreational marijuana.

The City Council could adopt an ordinance (a) banning outdoor cultivation of marijuana, (b) prohibiting all commercial marijuana uses (including dispensaries, deliveries, cultivation, and manufacturing), (c) imposing the same requirements on indoor cultivators of non-medical marijuana as are currently in place for medical marijuana, or (d) some combination of all of the above. However, because the AUMA tasks the State with creating and implementing a regulatory and licensing system for the commercial cultivation of nonmedical marijuana, any commercial operation that would begin operating prior to obtaining a state license (anticipated to begin on or around January 1, 2018) would be doing so in violation of the law. Therefore, the most immediate urgency would be to enact an urgency ordinance banning outdoor cultivation and also providing that indoor cultivation of non-medical marijuana is subject to the City’s existing regulation of indoor cultivation for medical marijuana.

If the City Council wishes to adopt an urgency ordinance, staff has prepared such an ordinance, which the City Council could adopt. That ordinance would go into effect immediately and be in effect if Proposition 64 passes next week. If Proposition 64 does not pass, the ordinance would not go into effect.

If, however, the City Council wishes to adopt a different urgency ordinance, staff would return with that urgency ordinance on November 15, 2016, assuming that Proposition 64 is approved by the voters. Based on recent polling, it appears that Proposition 64 will pass. This would mean that there would be a short amount of time (approximately a week) where all activities permitted under Proposition 64 would be permitted, including

outdoor cultivation.

Zoning Ordinance Amendments

The City may wish to either instead, or in addition, direct staff to draft a permanent ordinance that would do one or all of the following:

1. Address Outdoor Cultivation of Marijuana. The City Council may choose to either ban outdoor marijuana cultivation entirely or allow it with some restrictions. The City could determine, based on its land use authority, where marijuana could be grown outdoors. The City could also place regulations and parameters around outdoor cultivation, such as requiring that plants be screened from view, limiting the number of plants, and/or requiring property owner approval prior to cultivation
2. Regulate Indoor Cultivation. The City Council could impose reasonable regulations on indoor cultivation, similar to the regulation of indoor cultivation for medical marijuana purposes. If the AUMA passes, the City would not be able to completely ban indoor cultivation of marijuana and must allow cultivation inside private residences and accessory structures, as described above. However, the City may reasonably regulate cultivation, such as by imposing safety standards concerning electricity and gas.
3. Ban Commercial Marijuana Operations. Passage of the AUMA would likely lead to a number of new commercial marijuana operations, including retail sale of marijuana. The City could ban some or all commercial activity, including commercial delivery, commercial cultivation, commercial manufacturing, commercial testing, and any commercial dispensaries or recreational retailers. The City Council should decide whether to ban all or some of these activities.
4. Regulation of Commercial Marijuana Operations. On the other hand, the City could decide instead to regulate commercial marijuana activities as a new land use and impose zoning restrictions, including requiring a conditional use permit. If the City decides to permit and regulate commercial marijuana activities, the City Council may also wish to consider asking the voters to impose a separate tax on such businesses.

RECOMMENDATION AND NEXT STEPS:

Staff recommends that the City Council receive an informational report, provide initial direction regarding amending the City's Zoning Code and refer regulatory issues of local interest to the ad hoc sub-committees of the Planning Commission and City Council.

If the City Council wishes to adopt an urgency ordinance prohibiting outdoor cultivation and retaining the status quo, an urgency ordinance has been prepared to do that. If the City Council wishes to adopt a different urgency ordinance, staff will provide that ordinance to the City Council on November 15, 2016 for consideration and possible adoption.

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

Paul Navazio, City Manager

Attachments: Interim Urgency Ordinance Imposing a Moratorium on Outdoor Cultivation of Non-Medical Marijuana

ORDINANCE NO. _____

AN URGENCY INTERIM ZONING ORDINANCE ESTABLISHING A MORATORIUM IN ALL ZONING DISTRICTS ON THE OUTDOOR CULTIVATION OF MARIJUANA FOR NON-MEDICAL PURPOSES, EFFECTIVE IMMEDIATELY FROM AND INCLUDING NOVEMBER 1, 2016 AND UNTIL AND INCLUDING DECEMBER 16, 2016, UNLESS EXTENDED BY FURTHER ACTION OF THE WOODLAND CITY COUNCIL

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the adoption and administration of ordinances, rules, and regulations by cities as a means of protecting the health, safety, and welfare of cities and their residents; and

WHEREAS, the City previously adopted ordinances regulating the cultivation of medical marijuana and the cultivation of all marijuana within City limits, as permitted by law; and

WHEREAS, the City currently prohibits cultivation of marijuana for any non-medical purpose and also permits indoor cultivation within a residential zone provided that certain minimum standards are followed; and

WHEREAS, on June 28, 2016, the Secretary of State certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”), for the November 8, 2016 election; and

WHEREAS, the AUMA would become law if a majority of the voters voting on it vote “Yes;” and

WHEREAS, the AUMA would regulate, among other items, the use of marijuana for personal and commercial purposes, including the recreational use of marijuana by adults over 21 years of age; and

WHEREAS, to regulate personal use of marijuana, the AUMA would add section 11362.1 to the Health and Safety Code to make it “lawful under state and local law” for persons 21 years of age or older to “possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever” up to 28.5 grams of marijuana not in the form of concentrated cannabis or not more than eight grams of marijuana in the form of concentrated cannabis contained in marijuana products; and

WHEREAS, the AUMA would also make it lawful for those individuals to “possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants” and for those individuals to smoke or ingest marijuana or marijuana products; and

WHEREAS, if the AUMA passes, many of its provisions would take effect on November 9, 2016; and

WHEREAS, the AUMA would authorize cities to “reasonably regulate” without completely prohibiting cultivation of marijuana inside a private residence or inside an “accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure;” and

WHEREAS, the AUMA would authorize cities to completely prohibit outdoor cultivation, up to and until a “determination by the California Attorney General that nonmedical use of marijuana is lawful in the state of California under federal law;” and

WHEREAS, the AUMA regulates and addresses nonmedical use of marijuana and establishes a different regulatory system from medical marijuana, and California courts have held that cities have the authority to regulate or ban outright medical marijuana uses; and

WHEREAS, if the AUMA is approved, state law will be inconsistent with the City’s ban on all cultivation that is not for medical purposes, and indoor cultivation will no longer be permitted just for medical purposes; and

WHEREAS, the California Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

WHEREAS, unregulated cultivation of marijuana in the City of Woodland can adversely affect the health, safety, and well-being of the City, its residents, and the environment, and regulation of the cultivation of marijuana is necessary to avoid the risks of criminal activity, degradation of the natural environment, and offensive odor that may result from unregulated marijuana cultivation; and

WHEREAS, nothing under existing State law regarding medical marijuana or the AUMA provides or would provide the right to create or maintain a public nuisance; and

WHEREAS, California Government Code Section 36937(b) authorizes the City Council to adopt by a four-fifths vote, without following the procedures otherwise required for the adoption of an ordinance, an urgency ordinance that is necessary for the immediate protection of the public health, safety, and welfare; and

WHEREAS, the City intends to continue review and consideration of a more comprehensive marijuana regulatory scheme and to develop a revised ordinance that most effectively regulates and licenses all facets of marijuana activities; and

WHEREAS, the City has determined that an urgency ordinance is necessary to adopt measures to regulate marijuana in a manner that will immediately preserve the public peace, health, and safety in the event the AUMA is passed by the voters.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Recitals.

The above recitals are hereby found to be true and accurate and are incorporated into this Ordinance by this reference.

Section 2. Findings.

The City Council of the City of Woodland hereby finds and declares that there is a need to enact an urgency interim ordinance establishing a moratorium on the establishment or creation of outdoor non-medical marijuana cultivation uses in all zoning districts in the City and to require all indoor cultivation to be subject to the City's current minimum standards for indoor cultivation of medical marijuana, subject to the findings and conditions contained in this Ordinance. The City Council specifically hereby makes the following findings:

- A. If approved by a majority of the voters voting on it, certain provisions of the AUMA will become effective on November 9, 2016, and contain provisions allowing local governments to reasonably regulate or ban certain activities.
- B. If the AUMA is approved by California voters on November 8, 2016, and personal outdoor cultivation of non-medical marijuana is allowed to proceed, it would conflict with, and defeat the purpose and intent of, current zoning requirements that prohibit personal outdoor cultivation of medical marijuana in many zoning districts due to nuisance, crime, and other factors.
- C. If marijuana uses, beyond those already established and permitted in the City's Code, are allowed to proceed while the City is studying zoning ordinances and regulations for marijuana uses, establishment or development of such uses would defeat the purpose of studying and considering zoning proposals to regulate and/or prohibit certain uses of marijuana.
- D. Failure to enact this moratorium may result in significant irreversible changes to neighborhood and community character and may ultimately conflict with new and pending State laws and regulations and City ordinances and regulations.
- E. A moratorium will provide the City with time to study personal marijuana cultivation uses and potential impacts such land uses may have on the public health, safety, and welfare. It is in the interest of the City, its residents, and its lawfully permitted businesses and uses that City staff undertake a study to

consider zoning, zoning ordinance amendments, and/or other measures to regulate recreational cultivation of marijuana.

Section 3. Urgent Need.

Based on the foregoing recitals and findings, all of which are deemed true and correct, this interim moratorium Ordinance is urgently needed for the immediate preservation of the public health, safety, and welfare. Imposition of a moratorium will allow the City sufficient time to conclude the preparation and enactment of a comprehensive ordinance for the regulation of personal cultivation of marijuana. This interim Ordinance shall take effect immediately upon adoption and shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858.

Section 4. Definitions.

For purposes of this Ordinance, the following definitions shall apply:

- A. “Cultivate” or “cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- B. “Indoor” means within a fully enclosed and secure structure that complies with the California Building Code, as adopted by the City of Woodland, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached.
- C. “Marijuana” means all or any parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Marijuana” also means the separated resin, whether crude or purified, obtained from marijuana, and marijuana as defined by section 11018 of the Health and Safety Code.
- D. “Outdoor” means any location that is not considered “indoor” within a fully enclosed and secure structure.

Section 5. Moratorium.

For the period of this Ordinance or any extension thereof, the City Council hereby declares a moratorium on any and all outdoor non-medical marijuana cultivation in any zoning district of the City. The City shall not approve or issue land use approvals or permits, including but not limited to, use permits, building permits, variances, zoning code amendments, tentative subdivision or parcel maps, site plan approvals, design review approvals, or other permit or

entitlement, whether administrative or discretionary, for outdoor non-medical cultivation of marijuana during the term of this Ordinance.

Section 6. Exemptions.

This Ordinance shall not apply to those marijuana uses already expressly permitted or conditionally permitted in the City. Specifically, this Ordinance does not apply to indoor personal cultivation of medical marijuana permitted and regulated by Woodland Municipal Code Section 25-21.5-50. If the AUMA is approved and adopted by the voters on November 8, 2016, this Ordinance shall not apply to indoor personal cultivation of non-medical marijuana by individuals 21 years of age or older as authorized by state law, provided that such indoor personal cultivation shall still be subject to the physical and operational requirements set forth in Woodland Municipal Code Section 25-21.5-50(2) – (10), to the extent such requirements do not conflict with state law.

Section 7. Penalty for Violation.

Violations of this Ordinance are subject to a penalty of \$500 for each violation of this Ordinance per day. Any violation of this Ordinance is hereby declared to be a misdemeanor. Violations of this Ordinance may, in the discretion of the District Attorney, be prosecuted as infractions or misdemeanors. Violations of this Ordinance are hereby declared to be public nuisances and may be enforced pursuant to the procedures in Chapter 14A of the Woodland Municipal Code. Any person that violates this Ordinance shall be guilty of a separate offense for each and every day during any portion of which such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.

Section 8. Authority.

This interim urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Woodland by Government Code Section 65858, and therefore shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council. This interim urgency Ordinance shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect unless, after notice pursuant to Government Code Section 65090 and a public hearing, the City Council extends this interim urgency Ordinance for an additional period of time pursuant to Government Code Section 65858. Government Code Section 65858 further provides that such an urgency measure may be extended following compliance with that section for up to an additional ten (10) months and fifteen (15) days beyond the original forty-five (45) day period.

Section 9. Council Direction.

During the period of this Ordinance, and any extension thereof, the City Council hereby directs staff to: (1) consider reasonable regulations for cultivation and other marijuana-related uses that may be authorized under the AUMA; (2) to issue a written report describing the measures that the City has taken to address the conditions that led to the adoption of this Ordinance with the

City Council ten (10) days prior to the expiration of this interim Urgency Ordinance, and any extension thereof, and such report shall be made available to the public.

Section 10. CEQA.

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

Section 11. Severability.

If any section subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

Section 12. Existing Prohibitions Not Affected.

All marijuana uses already prohibited by the City’s Municipal Code shall remain prohibited and shall not be affected or modified by this Ordinance unless expressly permitted under the Control, Regulate, and Tax Adult Use of Marijuana Act, if such is approved by the voters of the State of California on November 8, 2016. Additionally, adoption of this Ordinance shall not in any manner affect the prosecution for violations of ordinances that were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof.

Section 13. Effective Date.

This Ordinance shall become effective immediately upon adoption by four-fifths vote of the City Council and shall remain in full force and effect from November 1, 2016 through and including December 16, 2016, unless extended prior to its expiration by further action of the City Council. This Ordinance shall be automatically repealed if the Control, Regulate, and Tax Adult Use of Marijuana Act is not approved by the voters of the State of California on November 8, 2016.

Section 14. Publication.

The City Clerk shall certify as to the adoption of this Urgency Ordinance and shall cause it to be published within fifteen (15) days of its adoption and shall post a certified copy of this Urgency Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED AND ADOPTED by the City Council this first day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim Hilliard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney