



City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, November 15, 2016

6:00 PM

Council Chambers

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
NOVEMBER 15, 2016
6:00 P.M.**

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

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

[16-830](#)

SUBJECT: Long Range Calendar

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

Attachments: [Council Long Range Calendar](#)

F. PRESENTATIONS

1. [16-812](#)

SUBJECT: Receive Presentation of Walmart Foundation Donations to Woodland Tree Foundation and Mutual Housing California

Recommendation for Action: Staff recommends that the City Council receive a presentation with donations being provided to the Woodland Tree Foundation and Mutual Housing California by the Walmart

Foundation.

2. [16-822](#) SUBJECT: Small Business Saturday Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring Saturday, November 26, 2016 as Small Business Saturday.

Attachments: [Small Business Saturday 2016 Proclamation](#)

G. CONSENT CALENDAR

3. [16-804](#) SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of July 2016 through September 2016

Recommendation for Action: Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for July 2016 through September 2016.

Attachments: [Qtrly report - Jul-Sept 2016](#)

4. [16-767](#) SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Contract Amendment No. 4

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #4 to the consultant services agreement with MBK Engineers (MBK) for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount up to \$149,000.

Attachments: [A - Resolution](#)

[B - MBK Contract Amendment](#)

5. [16-805](#) SUBJECT: Approve Contract Amendment with Brown and Caldwell and Carollo Engineering, Inc. for Construction Management/Inspection Services and Professional Services, respectively, for Water Pollution Control Facility Aeration Project, CIP #12-02

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendments for Brown and Caldwell and Carollo Engineering, Inc. for an additional amount not to exceed \$59,500 and \$40,419, respectively.

Attachments: [A - Resolution](#)

6. [16-816](#) SUBJECT: Authorize the Purchase of Two FY 2016/2017 Police Interceptors

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of two (2) replacement 2017 Ford Interceptor Utility vehicles for the Police

Department through Folsom Lake Ford in the amount of \$94,220.60.

Attachments: [WOODLAND 2017 REVISED](#)

[Resolution](#)

7. [16-819](#) SUBJECT: Woodland Public Library Facility Master Plan

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract with Noll & Tam Architects for the Woodland Public Library Facility Master Plan, for a total amount not to exceed \$125,000.

Attachments: [Noll&Tam Woodland Library FMP Proposal](#)

8. [16-820](#) SUBJECT: Second Reading and Adoption of Ordinance No. 1606 amending Article 14, Chapter 14 of the Woodland Municipal Code related to Towing Services

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1606 amending various sections of Article 14, Chapter 14, of the Woodland Municipal Code related to Towing Services.

Attachments: [Woodland_Tow Ordinance 2016-c1](#)

9. [16-823](#) SUBJECT: Second Reading and Adoption of Ordinance No. 1604 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 adopt Ordinance No. 1604 amending City Municipal Code Sections 2-2-1 and 2-2-3 related to rotation of Mayor and Mayor Pro Tempore.

Attachments: [Woodland_Ordinance Amending Mayoral Rotation Process-c2.doc](#)

10. [16-821](#) SUBJECT: FY2016/17 Quarterly Budget Update

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive an informational report representing the FY2016/17 First Quarter Budget Update, and
- 2) Approve an updated Employee Summary - Authorized Full-Time Equivalent Staffing List (Attachment C), reflecting position changes/re-classifications approved since the adoption of the FY2016/17 budget.

Attachments: [Attachment A - Fiscal Year 2015/16 Budget Tables](#)

[Attachment B - Fiscal Year 2016/17 Budget Tables](#)

[Attachment C - Updated Employee Summary](#)

[Citywide FTE Count Resolution](#)

11. [16-824](#) SUBJECT: Formation of a Community Choice Energy Advisory

Committee

Recommendation for Action: Staff recommends that the City Council (1) approve the attached resolution describing the purpose, formation, and functioning of an ad hoc Community Choice Energy (CCE) Advisory Committee, and (2) approve for committee membership the individuals recommended herein.

Attachments: [Reso - CCE Advisory Committee formation](#)

12. [16-827](#) SUBJECT: Conaway Levee Setback and Transitory Storage; Letter of Support

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to submit a letter of support to include a study of the Conaway Levee Setback and Transitory Storage concept as part of the 2017 Central Valley Flood Protection Plan.

Attachments: [CDD Levee Setback Attachment 1.pdf](#)

[CDD Levee Setback Attachment 2.pdf](#)

13. [16-817](#) SUBJECT: Increase the Fiscal Year 2016/2017 Solid Waste and Recycling Program Budget by \$67,800

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2016/2017 appropriation of \$67,800 in the Solid Waste and Recycling budget, for a total appropriation of \$262,439.

Attachments: [Reso - FY 2016-2017 Solid Waste Program budget](#)

14. [16-831](#) SUBJECT: Fire Mid Management Unit MOU Agreement

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, ratifying a two and one-half year, Memorandum of Understanding with the Fire Mid-Management Unit, covering the period from January 1, 2017 through June 30, 2019.

Attachments: [Fire Mid Mgmt](#)

15. [16-803](#) SUBJECT: FY2016/17 Contract with the Yolo Emergency Communications Agency

Recommendation for Action: Staff recommends that the City Council approve the FY2016/17 contract for dispatch services with the Yolo Emergency Communications Agency, including \$108,192 in additional funding to supplement the contract amount included in the FY2016/17 budget approved by Council.

Attachments: [Resolution - FY17 YECA Contract 2016-11-01](#)

H. PUBLIC HEARINGS

16. [16-811](#) SUBJECT: PUBLIC HEARING - Spring Lake Specific Plan, Oyang North (PLNG15-00046) - Request to amend the General Plan and Spring Lake Specific Plan and approve a Tentative Subdivision Map (TSM #5091) and a Development Agreement for a 28.5-acre parcel located within the Spring Lake Specific Plan Area

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

- 1) Conduct a public hearing;
- 2) Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act (Attachment 1 & 2);
- 3) Adopt the attached Resolution No. _____, amending the City General Plan land use designations in accordance with the proposed Oyang North General Plan Amendment Exhibit A to Attachment 3;
- 4) Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang North Specific Plan Amendment Exhibit A to Attachment 4;
- 5) Adopt the attached Resolution No. _____, approving Tentative Subdivision Map #5091 in accordance with the Conditions of Approval (Attachment 5); and
- 6) Introduce and waive the first reading of Ordinance No. _____, approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang North project area located within the Spring Lake Specific Plan Area (Attachment 6).

Attachments: [1 - City Council Resolution - CEQA EIR Addendum](#)

[2 - CEQA EIR Addendum for Oyang North](#)

[3 - City Council Resolution - General Plan Amendment](#)

[4 - City Council Resolution - Specific Plan Amendment](#)

[5 - City Council Resolution - Tentative Subdivision Map #5091](#)

[6 - City Council Ordinance - Project Development Agreement and Conditions of](#)

[7 - General Application Form and Project Justification Letter](#)

[8 - Full Plan Set - Tentative Subdivision Map #5091](#)

17. [16-813](#) SUBJECT: PUBLIC HEARING - Spring Lake Specific Plan, Oyang South (PLNG15-00047) - Request to amend the General Plan and Spring Lake Specific Plan, and approve a Tentative Subdivision Map (TSM #5092) and a Development Agreement for a 77.3-acre parcel located within the Spring Lake Specific Plan Area
- tle

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

- 1) Conduct a public hearing;
- 2) Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act (Attachment 1 & 2);
- 3) Adopt the attached Resolution No. _____, amending the City General Plan land use designations in accordance with the proposed Oyang South General Plan Amendment Exhibit A to Attachment 3);
- 4) Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang South Specific Plan Amendment Exhibit A to Attachment 4;
- 5) Adopt the attached Resolution No. _____, approving Tentative Subdivision Map #5092 in accordance with the Conditions of Approval (Attachment 5); and
- 6) Introduce and waive the first reading of Ordinance No. _____, approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang South project area located within the Spring Lake Specific Plan Area (Attachment 6).

Attachments: [1 - City Council Resolution - CEQA EIR Addendum](#)

[2 - CEQA EIR Addendum for Oyang South](#)

[3 - City Council Resolution - General Plan Amendment](#)

[4 - City Council Resolution - Specific Plan Amendment](#)

[5 - City Council Resolution - Tentative Subdivision Map #5092](#)

[6 - City Council Ordinance - Project Development Agreement and Conditions of](#)

[7 - General Application Form and Project Justification Letter](#)

[8 - Full Plan Set - Tentative Subdivision Map #5092](#)

18. [16-814](#)

SUBJECT: PUBLIC HEARING - Second Reading and Adoption of Ordinance No. 1603 related to the 2016 California Fire Code

Recommendation for Action: Staff recommends that the City Council:

- 1) Hold a public hearing; and
- 2) Receive public comments; and
- 3) Adopt Ordinance No. 1603, amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement and adopting by reference the 2016 California Fire Code (California Code of Regulations, Title 24, Part 9)...body

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

19. [16-815](#)

SUBJECT: PUBLIC HEARING - Second Reading and Adoption of Ordinance No. 1605 adopting Changes to the California Building, Plumbing, Mechanical and Electrical Codes

Recommendation for Action: Staff recommends that the City Council:

- 1) Hold a Public Hearing; and
- 2) Receive public comment; and
- 3) Adopt Ordinance No. 1605, 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](#)

20. [16-828](#) SUBJECT: PUBLIC HEARING - Extension of Urgency Interim Zoning Ordinance Establishing a Moratorium in all Zoning Districts on the Outdoor Cultivation of Marijuana for Non-Medical Purposes

Recommendation for Action: Staff recommends that the City Council:

- 1) Hold a public hearing to receive a staff report regarding Proposition 64 and the Interim Urgency Ordinance adopted by the City Council on November 1, 2016 and to take public comment;
- 2) Issue a Report on the Measures taken to Study the Outdoor Cultivation of Marijuana for Non-Medical Purposes; and
- 3) Adopt an Ordinance by a Four-Fifths Vote Extending Ordinance No. 1602 that Imposed a 45-day Moratorium on the Outdoor Cultivation of Marijuana for Non-Medical Use in All Zones Within the City of Woodland.

Attachments: [WOODLAND CC Report Prior to 45 Day Expiration of Urgency Moratorium Or](#)
[WOODLAND Urgency Ordinance Extending Urgency Ordinance Prohibiting R](#)

I. REPORTS OF THE CITY MANAGER

21. [16-807](#) SUBJECT: Introduction and First Reading of an Ordinance with Revisions to Chapter 23C, Article XIII Regarding Construction and Demolition Debris Recycling and Diversion

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only an ordinance with draft revisions to Chapter 23C, Article XIII of the Woodland Municipal Code regarding construction and demolition debris recycling and diversion.

Attachments: [WOODLAND Ordinance re C&D amendments 11-15-16](#)

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 April 23, 2013 was posted on March 29, 2013 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 #: 16-830, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 15, 2016

SUBJECT: Long Range Calendar

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

Staff Contact

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

Background

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

Prepared by: Ana Gonzalez, City Clerk

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

Paul Navazio, City Manager

Attachment

UPDATED COUNCIL LONG RANGE CALENDAR

DECEMBER 6th

C E R E M O N I A L

REGULAR MEETING

Consent Calendar

CDD Quarterly Status Report
City TOC Reimbursement Agreement
Award Bid Library Improvement Project
City Council Meeting Minutes of November 1st and 15th
Waste Management Annual Rate Adjustment
Library Community Learning Lab – Contract Award
Increase FY 2016/17 Building Division Budget
2nd Reading and Adoption of C&D Recycling Ordinance
2nd Reading – Oyang-North
2nd Reading – Oyang-South
PW Quarterly Report

Regular Agenda

Resolution Certifying Election Results
Council Re-Organization

DECEMBER 20th

REGULAR MEETING

City Council Meeting Calendar
Council Committee/ Liaison Appointments
Board and Commission Appointments
Kentucky Avenue Appeal
Award Bid SL N3 Park Project
Approve SL Park N3 SLIF Increase
Approve TOC Agreement Amendment
Amendment to Woodland Swim Team Agreement
Community Care Car License Agreement

General Plan

Policy Direction (2nd Meeting in January – TENTATIVE)
Adoption Hearings - General Plan, Climate Action Plan & Final EIR
 Planning Commission (February 9th & 23rd)
 City Council (March 14th & 28th)

FUTURE STUDY SESSIONS (TBD):

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



Legislation Text

1.

File #: 16-812, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 15, 2016

SUBJECT: Receive Presentation of Walmart Foundation Donations to Woodland Tree Foundation and Mutual Housing California

Recommendation for Action: Staff recommends that the City Council receive a presentation with donations being provided to the Woodland Tree Foundation and Mutual Housing California by the Walmart Foundation.

Staff Contact

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

Fiscal Impact

None.

Background

The U.S. Conference of Mayors honored the City of Woodland and seven other cities during the *2016 Mayors' Climate Protection Awards* this June. Celebrating its 10th anniversary, this year's mayors' awards program recognizes mayors for their energy and climate protection efforts, selected by an independent panel of judges from a pool of mayoral applicants.

Woodland received an honorable mention for the submittal of an application on the *2,400 Trees Campaign*, a partnership between the City and the Woodland Tree Foundation, which was prepared and submitted by Councilmember (and former Mayor) Tom Stallard. Councilmember Stallard's submittal also highlighted the City's support for the Mutual Housing California multifamily project in Spring Lake, the first truly net-zero multifamily housing development in the U.S.

The honorable mention recognition also includes a \$5,000 cash award available for the City to donate to local non-profits and funded through the Walmart Foundation. The City Council at its October 4, 2016 meeting approved splitting the \$5,000 cash award between the Woodland Tree Foundation and Mutual Housing California.

Discussion

WTF will use the donated funds to plant shade trees in Woodland, and Mutual will fund the installation of an animal sculpture made from recycled metal parts in an outdoor common area of its Spring Lake community.

Public Contact

Posting of the City Council agenda.

Conclusion

Staff recommends that the City Council receive a presentation with donations being provided to the Woodland Tree Foundation and Mutual Housing California by the Walmart Foundation.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

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

Paul Navazio, City Manager

Legislation Text

2.

File #: 16-822, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Small Business Saturday Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring Saturday, November 26, 2016 as Small Business Saturday.

Staff Contact

Wendy Ross, Economic Development Manager 530-661-5921, wendy.ross@cityofwoodland.org

Background

The first Small Business Saturday took place on November 27, 2010. The initiative was created by American Express to encourage people across the country to support small, local business. It is estimated that small businesses account for nearly 70% of all jobs in the United States. While small businesses generate new jobs and employ more than half of the working class in the United States, they're also beneficial to the local community. Here are 10 ways that small businesses make a profound local impact:

1. Community Identity
2. Local Involvement
3. Community Health
4. Pedestrian and Environmental Attributes
5. Increasing the Tax Base
6. Local Jobs
7. Entrepreneurship
8. Innovation and Competition
9. Less Infrastructure and Low Maintenance
10. Diverse, Locally Made Products and Services

In 2011, the US Senate unanimously passed a resolution of support for Small Business Saturday. Since 2012, elected officials including mayors, governors, and President Obama have promoted and championed Small Business Saturday each year. In 2013, more than 1,450 neighborhood champions signed up to rally their communities pledging to support Small Business Saturday. Beginning in 2014, American Express began a campaign to promote Small Business Saturday by providing free personalized ads and marketing materials to assist businesses on the internet, encouraging local businesses to "take charge" of the day in their communities. An estimated \$14.3 billion was spent at small independent businesses on Small Business Saturday, 2014. Last year, Small Business Saturday 2015 demonstrated shoppers tremendous support for local small business. An estimated 95 million people shopped in small businesses on this day.

This year Small Business Saturday falls on Saturday, November 26, 2016. Small businesses throughout the City of Woodland and specifically downtown will hang signs and banners promoting “shop local” and Small Business Saturday. “Shop Small” canvas bags are available at the Woodland Chamber of Commerce, various downtown shops and City Hall.

Prepared by: Wendy Ross, Economic Development Manager

Reviewed by: Ken Hiatt, Assistant City Manager

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

Paul Navazio, City Manager

Attachment: Proclamation

**CITY OF WOODLAND
PROCLAIMING SATURDAY, NOVEMBER 26, 2016
AS SMALL BUSINESS SATURDAY 2016**

WHEREAS, the City of Woodland, California, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, it is estimated that small businesses account for nearly 70% of all jobs in the United States; and

WHEREAS, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, the City of Woodland supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland does hereby proclaim November 26, 2016, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday by shopping locally on this day and throughout the year.

DATED: November 15, 2016

Jim Hilliard, Mayor

Angel Barajas, Mayor Pro Tem
Sean Denny, Council Member

Tom Stallard, Council Member
Marlin “Skip” Davies, Council Member

Legislation Text

3.

File #: 16-804, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Public Safety Department (Police and Fire) Quarterly Status report for the period of July 2016 through September 2016

Recommendation for Action: Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for July 2016 through September 2016.

Staff Contact

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

Background

The Public Safety Department Quarterly Status Report includes a summary of all activity within the department (Police and Fire). In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council now received Status Reports on a quarterly basis via agenda packet.

Prepared by: Bonnie Sylva, Administrative Secretary

Reviewed by: Dan Bellini, Public Safety Chief



Paul Navazio, City Manager

Attachment: 2016 3rd Quarter - Public Safety Quarterly Report



PUBLIC SAFETY DEPARTMENT



Quarterly Report

DATE: October 28, 2016

SUBJECT: QUARTERLY REPORT FOR JULY-SEPTEMBER 2016

POLICE:

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

JULY:

- *July 2:* an officer patrolling in the area of the Chevron station on West Main Street saw a local transient male standing outside the gas station. The subject appeared to be under the influence of drugs. As the officer attempted to handcuff the suspect, the suspect spun around, punched the officer in the face, and ran away. Several other officers arrived and pursued the suspect. They apprehended and arrested him without further incident. He was booked and charged with feloniously resisting arrest by force.
- *July 4:* a detective and SRO were advised of and began an investigation into possible threats of harm that were to happen at the City of Woodland fireworks show that night. An unknown person posted a warning on social media that a shooting was going to occur at the fireworks show and warned citizens not to attend. The detective and SRO tracked down some of the people that forwarded the post to others, but they were not able to locate the person who posted the original threat. The detective worked with FBI agents, but they were also unable to track down the original source. The detective, SRO, and other officers attended the fireworks show as a precautionary measure.
- *July 6:* officers were dispatched to Casa Del Sol Mobile Home Park for report of an altercation involving a firearm. Officers discovered the dispute involved a knife and not a firearm, and they located two adult male victims who received non-life-threatening stab/laceration injuries. Witnesses reported that the suspects fled in a vehicle prior to officers' arrival. The victims received medical treatment from AMR personnel and were released.
- *July 7:* officers were dispatched to a report of a residential burglary. The RP stated that on July 4, he left home to go to his cabin, but his wife stayed home. On the morning of July 7, his wife went out to the garage and noticed the garage door was open, and the light was on. She thought she had possibly left it open when she returned home the previous night. The RP returned home later on July 7 and noticed open drawers in the garage and missing property. Several automotive tools, yard tools, batteries, and air pistols were stolen; the loss was estimated at \$1,000.
- *July 7:* a detective took over a child molest investigation. A male juvenile reported that a male relative, later identified as a 51-year-old Woodland resident, had molested him on several occasions over the last year. The detective concluded that several acts of sexual molestation had occurred. The suspect was arrested on a felony charge of sodomy with a minor under the age of 14. Detectives served a search warrant at the suspect's residence. There are additional charges

pending connected to the suspect's molestation of this victim and other family members who have come forward to report their own victimization by him.

- *July 21:* a detective was called to assist patrol officers with the investigation into three sisters, ages 13, 12, 11, that went missing from their home in Woodland. No foul play was suspected, but because of their ages, the three juveniles were considered "at risk" and the case was considered a priority for patrol and detectives. Officers quickly located the children walking near In-N-Out burger on CR102. The children were reunited with their parents.

- *July 22:* officers conducted extra patrol at a playground area on Lemen Avenue in response to a recent increase in gang activity. Officers contacted two gang members - one adult and one juvenile. The adult was arrested and booked for open container and possession of cocaine. The juvenile was arrested and booked at juvenile hall for possession of a concealed weapon (a hatchet) and an alcohol violation.

- *July 23:* officers were dispatched to Kincheloe Court for a report of a burglary in progress. The dispatcher could hear voices in the background, and the caller hung up. Officers noticed the front door to the apartment had been forced open and damaged. Officers set up a perimeter and called for additional officers. A female exited the apartment from the rear door. The female was uncooperative and as officers were trying to detain her, she began fighting with them. A male subject then exited the apartment from the rear door and advanced on the officers as they were trying to detain the female. Officers ordered the male to get on the ground several times, but he would not comply. An officer deployed his Taser twice, but it had no effect on the male. After a brief struggle, the officer took the male subject into custody. The female subject continued to resist. Other officers assisted, and she was taken into custody. Officers ascertained that the male suspect arrived at the location, in violation of a court order, and forced his way into the apartment. The male suspect was on PRCS for felony domestic violence. The female suspect denied any domestic violence. The female was arrested for obstructing/resisting an officer. The male was arrested for obstructing/resisting an officer, violation of a court order, and violation of probation.

- *July 25:* an officer was conducting patrol at Everman Park when he stopped to talk to a group of individuals. There was a bottle of vodka nearby and a large ice chest. All of the individuals denied ownership of the alcohol and the ice chest. The officer got consent to search the ice chest and found more than 11 ounces of marijuana. After further questioning, one of the subjects admitted the ice chest was hers. The officer arrested her and located more marijuana, a digital scale, marijuana packaging and a glass smoking pipe. The suspect was arrested for possession of marijuana for sale. Two other subjects were arrested and released on a Notice to Appear; one for possession of drug paraphernalia and the other for giving a false name.

AUGUST:

- *August 6:* a detective handled a missing person's report in which a 93-year-old male, Woodland resident had not been seen since noon that day. A statewide BOLO was issued. At 10:25 p.m., CHP notified the detective that they had located the missing elderly man safe, but lost, in Vacaville.

- *August 10:* a detective completed his investigation into a 2015 case in which a minor victim reported that he was molested by his brother four years before, when the victim was 7 years old and his brother was 16 years old. The detective was unable to locate the now-adult suspect, so the case was forwarded to the DA's office with a warrant request on child molest charges.

- *August 11:* in June, a detective was assigned a suspected child abuse report in which a father reported that his 12-year-old daughter was possibly having a sexual relationship with a 20-year-

old Woodland resident. The detective learned the victim and male subject had kissed, but they both denied any sexual activity. On August 13, before the detective was able to interview the victim again, she ran away and was believed to be with the adult suspect. Several detectives were assigned to the missing person's case, and they spent many days getting search warrants in an attempt to track the victim and the suspect, canvassing areas where they had reportedly been seen, and analyzing data. Detectives discovered areas where the suspect had used his bank card, and they believed the suspect and victim were hiding out near a park in Folsom. On August 18, detectives located both of them at the park. The suspect was arrested on child molest charges. During the investigation, detectives received information that the victim was not being adequately protected by her parents, and she was taken into protective custody.

- *August 14:* in the early morning hours, a male called WPD reporting he had been stabbed in the neck. The 16-year-old victim was located on Court Street. AMR transported him to the UCD Med. Center in Sacramento for treatment of a non-life-threatening injury. The suspects were described as four young Hispanic males in a silver car. YGTF is investigating.

- *August 15:* In the early morning hours, an adult male Woodland resident arrived at WMH with a non-life-threatening gunshot wound. The victim told officers that earlier that night he had an argument over the phone with an acquaintance. Both subjects agreed to meet near Freeman Street and Emerald Street for what the victim thought would be a fistfight. Shortly after the victim arrived at the location in his car, the suspect shot into the victim's vehicle with an unknown caliber gun. On August 26, the detective tracked down the suspect at the Department of Social Services. He was arrested for attempted murder, as well as domestic violence charges unrelated to this case.

- *August 20:* a detective was called out to a child abuse investigation. Information was obtained from Child Welfare Services (CWS) that a 3-year-old boy had arrived at UCD Med. Center on August 14 with abdominal swelling. Medical personnel discovered numerous fractures that were both recent and in various stages of healing. The victim is expected to remain in the hospital receiving treatment and healing from his injuries for a couple of months. The detective and CWS are working together on this case to determine who caused the injuries, which is a lengthy and difficult process as the victim is speech impaired, and the mother and siblings are deaf.

- *August 22:* officers were dispatched to a report of a domestic disturbance. Officers contacted the female victim (8 months pregnant) who had visible injuries. She advised officers that her boyfriend, and the father of her unborn child, had battered her and fled the scene prior to officers' arrival. Officers obtained medical aid for the victim. Within a few days, officers learned of the suspect's location, and he was arrested.

- *August 30:* detectives responded to a stabbing that resulted in a homicide on East Street. Patrol officers secured the scene, and it was believed the suspects were inside a trailer at the location. Four suspects were taken into custody by YGTF and booked on numerous charges, including homicide. Detectives, officers, and YGTF remained on scene processing evidence and interviewing witnesses. In the early-morning hours, two gunshots were fired from East Street by unidentified assailant(s). One of the rounds struck a parked and unoccupied WPD patrol supervisor's vehicle. There were approximately nine officers standing nearby. The second bullet that was fired was not located. When this attempted murder of officers occurred, a suspect was heard yelling derogatory statements to officers making it clear they were the intended targets. Numerous allied agencies were called to the scene to provide scene security while officers finished with the investigation. However, approximately 10 minutes later, a second volley of shots was heard and believed to have come from east of their location on East Street.

Fortunately, no one was injured in the second shooting either. The WPD Investigations Division is lead on the attempted murder of police officers.

SEPTEMBER:

- *September 1:* an officer investigated a sexual battery report that occurred on East Main Street where the victim reported she was walking through the parking lot of a local business when the suspect rode by on a bike, groped her buttock, and fled. A few hours later, the officer was in the area of Sixth Street and Oak Avenue when he saw a male who matched the description of the suspect. The officer contacted the male and detained him. Through an in-field show up, the victim was able to positively identify the suspect. The suspect was arrested for sexual battery.
- *September 3:* two officers were dispatched to a report of a male sleeping inside a Dodge pickup truck. Officers woke up the subject to confirm if the subject had permission from the owner to use the vehicle. While trying to identify the subject, the subject ran from the officers. Dispatch advised that the subject was wanted on a felony warrant for stalking. Officers established a perimeter around a field where the suspect was last seen. Officers were assisted on the perimeter by sheriff's deputies. Due to the 5' tall vegetation in the field, a CHP plane assisted. West Sacramento PD's K-9 officer assisted in the pursuit, and the police service dog apprehended the suspect.
- *September 5:* officers took a missing person's report for a 66-year-old male. The RP, the missing person's twin brother, said his brother left in his vehicle two hours before to get food and had not returned. The missing person did not take a cell phone with him. Later that day, deputies from the Yolo County Sheriff's Boat Patrol located the missing person's body on the shore of the Sacramento River near the Elk Horn Bar and Grill. The decedent's vehicle was not located until the following day on the off-ramp of the I-5 rest stop east of the Veteran's Memorial Bridge. The decedent was a Sacramento resident who had been staying temporarily with his brother in Woodland. The investigation is active pending autopsy results, but no foul play is suspected.
- *September 10:* an officer stopped a big rig for a vehicle code violation. The driver was not forthcoming with identification and the officer became suspicious of him. The driver was detained. The driver was eventually identified and is a suspect in a Woodland murder case. He was arrested and booked per a no-bail warrant for murder.
- *September 14:* an officer made a vehicle stop, and the passenger ran from the vehicle to evade the officer. The officer recognized the suspect and knew he had a felony warrant, which was confirmed by dispatch. Officers responded to the area and quickly set up a perimeter. A short time later, officers located the suspect in the back yard of a residence on North Street. The suspect was arrested and booked for the felony warrant, two misdemeanor warrants, and obstructing/resisting an officer.
- *September 18:* officers were dispatched to a field on East Main Street for a report of a stabbing. The male victim, a 52-year-old Woodland resident, was located with a severe but non-life-threatening injury to his groin area. The suspect fled the area on foot, but the victim and witnesses provided the identification of the male suspect. Shortly after this information was broadcast to other officers, he was located and detained on Hays Lane. The suspect was arrested for battery with serious bodily injury. He sustained minor injuries in the confrontation but was medically cleared at WMH before being booked. The victim was transported to UCD Med. Center for treatment.
- *September 20:* officers were dispatched to Harvard Court for a report of a fight between neighbors. The initial details described the victim, a 45-year-old Woodland resident, claiming to

have been threatened by his neighbor resulting in the victim arming himself with a firearm in fear of his safety. Officers learned the suspect was a 32-year-old Woodland resident who resided on that street. Officers discovered he was on felony parole under the supervision of CDCR and there was an active felony parole violation warrant for his arrest. The suspect fled prior to police arrival, and the victim believed the suspect jumped over his own backyard fence onto the property of Zamora Elementary School, which was closed. The victim stated the dispute occurred after he heard a noise in the suspect's backyard that sounded like a pellet rifle or small caliber firearm being discharged. Officers set up a perimeter from Harvard Court to the northern property line of Zamora Elementary. WPD K-9 Chase and his handler were called in to assist with the search, and a CHP helicopter arrived from Sacramento to assist. As the search was concluding at the school, a resident called in to report a subject matching the suspect's description was seen on Del Oro Street. The perimeter was moved south, and the field south of Del Oro Street was searched. The search team closed the perimeter to the suspect's residence where officers located and arrested the suspect inside. He was booked for the felony parole warrant and for a new felony charge of criminal threats. A parole search of the suspect's residence was conducted and no firearms were located.

- *September 20:* officers responded to a report of sexual battery where the adult victim was walking down the street and was approached by a bicyclist who got off his bike and tackled her. The suspect held the victim and fondled her over her clothes. The victim was able to fight the suspect off, and the suspect fled. The victim did not know the suspect, and officers did not locate the suspect. On September 26, detectives, acting on information gathered, identified the suspect as a 21-year-old Woodland resident. They located the suspect near his residence and arrested him for assault with intent to commit rape; bail was set at \$300,000.

- *September 22:* officers participated in a Human Trafficking Sting Operation at a motel in Woodland. This was a joint operation with several allied agencies, including the DA's Office, Davis Police Department, West Sacramento Police Department, YGTF, the Sheriff's Department, advocates from Empower Yolo, and Human Trafficking experts from the Orange County DA's Office and Anaheim Police Department. The focus of the operation was to identify and rescue runaway juveniles who are often trafficked for sexual exploitation. During the operation, two adult females arrived at the motel in response to prearranged sexual agreements that were made through social media. Both women were interviewed and put in immediate contact with advocates from Empower Yolo. A 34-year-old male from Sacramento, who arrived with one female, was arrested on a parole violation. A 45-year-old male from Vallejo, who arrived with the other female, was arrested on felony charges of pimping and pandering. No charges were filed against the females.

- *September 27:* a detective completed the investigation into allegations that a 34-year-old Woodland male masturbated inside his apartment in front of a female juvenile neighbor. The report was sent to the DA's office seeking misdemeanor charges of annoying/molesting a minor and indecent exposure.

A total of 313 transients were arrested for violations ranging from violation of the City's no camping ordinance, drunk in public, narcotic violations, recyclable thefts, and warrants.

POP Projects:

There were five new POP Projects opened during the quarter, and there are still eight open.

Special Enforcement Team (SET):

S.E.T. had the following activity for the 3rd quarter of 2016:

Activity	July	Aug.	Sept.	Qtr. Total
# PRCS subjects contacted	9	1	15	25
# Probationers not on PRCS contacted	14	1	11	26
# Parolees not on PRCS contacted	8	0	1	9
# Home searches conducted	4	1	6	11
# Vehicle searches conducted	9	1	3	13
# Felony arrests	7	0	17	24
# Misdemeanor arrests	1	1	0	2

School Resource Officers (SRO):

The SROs had the following activity for the 3rd quarter of 2016: ******(during July, SROs worked special enforcement for gang and homeless contacts: they had 24 probation/parole searches of gang members; 2 arrests for violation of parole; conducted 5 gang validations; completed 41 FI cards; and worked with Code Enforcement and Public Works to clean up 4 homeless encampments).

Activity	July	Aug.	Sept.	Qtr. Total
Consensual contacts	Schools were	681	843	1524
Fighting	Not	13	20	33
Alcohol violations	In	0	3	3
Gang activity	Session.	10	4	14
Narcotics	SROs	7	8	15
Truancy	Were	10	8	18
Tobacco use	Tasked	0	2	2
Vandalism	With	0	0	0
Theft	Special	0	2	2
Weapons	Enforcement	0	0	0
Misdemeanor crimes	Details	1	0	1
Felony crimes	Including	0	4	4
Administrative/Home visits	Homeless &	67	98	165
Arrests	Gang	9	14	23
Citations issued	Contacts.	2	20	22

Statistical Report:

CRIME				Calendar Year 2016	
Category	July	Aug.	Sept.	Reported to CA DOJ	Percent change
Homicide	1	1	0	3	0%
Rape	4	0	0	10	-23%
Robbery	4	1	2	40	5%
Aggravated Assaults	11	12	8	114	-8%
Simple Assaults	40	44	32	387	-7%
Burglary	17	9	11	167	-30%
Larceny/Thefts	81	96	92	771	-18%
Auto Theft	14	17	23	194	15%
Arson	2	2	2	15	15%
TOTAL	174	182	170	1701	

WORKLOAD				
Calls for Service	July	Aug.	Sept.	TOTAL
Priority 1	110	96	96	302
Priority 2	2026	2080	1940	6046
Priority 3	109	107	117	333
All other calls for service	4035	3826	3480	11341
TOTAL	6280	6109	5633	18022
Response Times				
Priority 1	7:35	7:30	9:19	
Priority 2	12:25	12:20	11:41	
Priority 3	27:58	38:05	31:42	
Reports				
Online Reports/Coplogics	28	35	42	105
Mail-in Reports (MLRs)	80	94	74	248
Other case numbers issued	482	480	502	1464
TOTAL	590	609	618	1817
290 Registrant Activity	July	Aug.	Sept.	
Total registrants	134	134	138	
<i>Other Information</i>				
Total transient registrants	10	9	12	
290 PC violation warrants issued	0	0	0	
Not compliant w/annual update	0	0	0	
Personnel				
July-Sept.	Budgeted	Filled		
Sworn	64	63		
Non-sworn (FTE)	15	14		
Non-sworn (PT/Temp.)	6	3		
Total	85	80		

Volunteers in Policing (ViP):

The Department's ViP program added nine new volunteers this past quarter. Total hours worked for the quarter:

ViP Hours	July	Aug.	Sept.	Total
Chaplains	28.5	44.5	10	83
Volunteers	333.75	362.25	380.5	1076.5

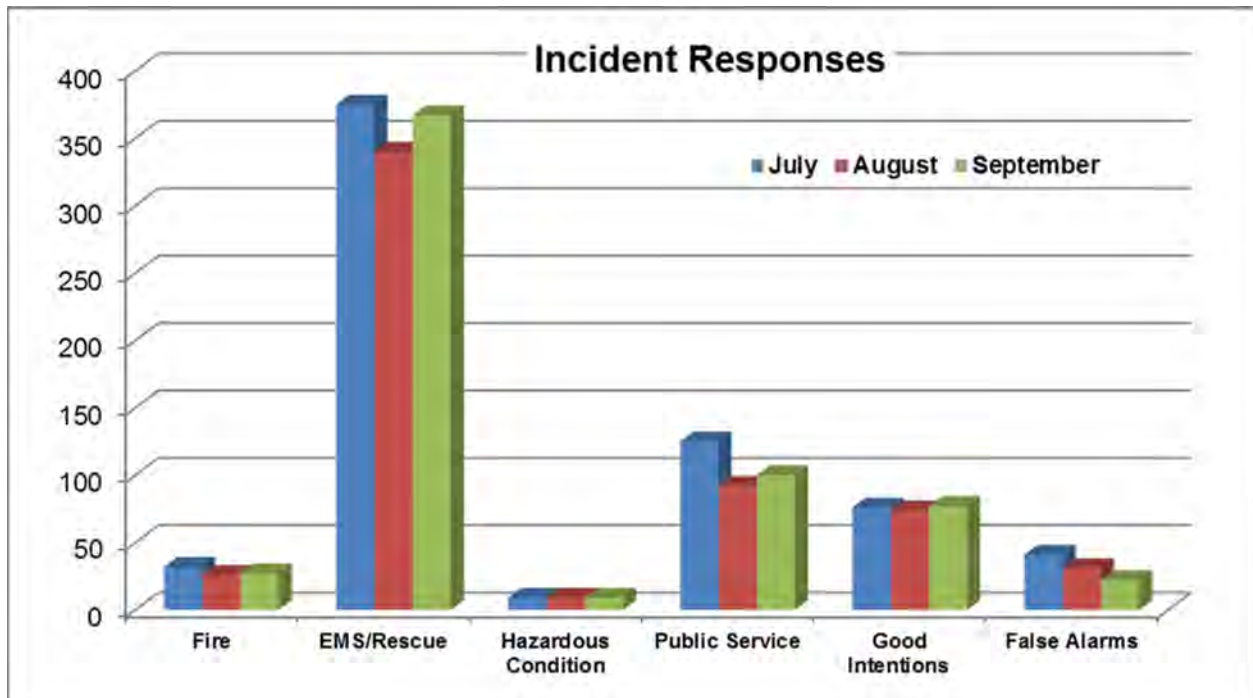
The chaplains' activities included call outs for death notifications, memorial service for mother of WPD employee, officiated funeral ceremony for retired Yolo County Correctional Officer, participated in annual 9-11 ceremony, and attended swearing-in ceremonies of new WPD officers.

The volunteers' activities included participation in the Bike Campaign (Bike Rodeo) event, Coffee With a Cop, National Night Out, and the County Fair; data entries and assistance in Records Division; help with extra patrol; DUI checkpoint; washing patrol cars; school patrol; PredPol; vehicle abatement; graffiti abatement; vacation home checks; assisting Investigations Division and Property & Evidence Division with projects; and provided escort assistance to vendors working in the building.

FIRE:

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

	July	August	September
Total Incident Responses			
Fire	32	26	27
EMS/Rescue	375	340	367
Hazardous Condition	9	9	9
Public Service	125	92	100
Good Intentions	76	74	77
False Alarms	41	31	22
TOTAL	658	572	602
Mutual/Auto-Aid	31	21	30
Fire Prevention			
Engine Company Inspections	85	68	14
Inspections	131	141	142
Plan Reviews	14	11	18
TOTAL	230	220	174
Code Enforcement Hours	4	1.5	3
Fire Investigation Hours	0	15.5	0
Public Education Events			
Fire Prevention	1	0	0
Engine Company	2	4	2
TOTAL	3	4	2



Quarterly Response Times:

Based on the City's general plan, the Woodland Fire Department has adopted the national response time standards set forth in NFPA 1710. These times are calculated using enroute time (the time the company leaves the station) and arrival time (the time the company arrives on scene). Below is a breakdown of response time goals and average response times (in minutes) by type of call:

Quarterly Response Times	April-June 2016		
	Response Goal	Actual	Avg. Response Time
Fire	4 minutes 90% of the time	57.8% of the time	3:49
Full First Alarm Assignment (3 Engines, 1 Truck, 1BC)	8 minutes 90% of the time	100% of the time	NA
Emergency Medical	4 minutes 90% of the time	79% of the time	3:13

Automatic or Mutual Aid:

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

	July	August	September
Aid Received	8	3	6
Aid Given	23	18	24
TOTAL	31	21	30

Significant Calls:**Woodland Firefighters Extricate Two from Vehicle:**

July 9: Woodland firefighters and Willow Oak firefighters extricated two victims from a solo vehicle accident. The vehicle was west bound on CR-25 and for unknown reasons crashed into a pillar in front of a residence at CR-99. Firefighters found two male occupants (unknown ages) trapped in the vehicle. Additional crews arrived and began the extrication process as the first arriving firefighters, and ambulance crews, attended to the victims. The first victim was extricated and transported by AMR to UCD Med. Center. As the second victim was extricated, the air ambulance arrived on scene and the patient was transported to UCD Med. Center. In all, 11 firefighters and 6 ambulance personnel assisted with the care, extrication, and transportation of the two victims.

Structure Fire on Railroad Avenue:

July 11: fire personnel responded to a structure fire at 102 Railroad Avenue. Engine 1 was the first to arrive and reported heavy smoke and fire coming from the front of the single story residence. Extinguishment of the fire was initiated by E-1. Two additional engines, one ladder truck, and a battalion chief arrived shortly after the initial engine and assisted with fire operations. At the time of the fire, five adults were in the residence. Two residents had escaped prior to the arrival of E-1, and the remaining three residents were assisted from the basement of the residence by fire crews. Due to a report of people still in the home, a second alarm was requested but canceled once all residents were confirmed out of the home. Damage to the home consisted of fire damage to the front living area with smoke and heat damage throughout the remainder of the home. Red Cross was dispatched to the location to assist with finding the residents temporary housing. No injuries were reported.

Patient Resuscitated:

August 17: Engine 1 was dispatched to El Dorado Drive for a reported man down. As E-1 was arriving on scene, dispatch advised that the RP started CPR. E-1 personnel found the patient on the floor in the garage unresponsive and not breathing. E-1 started CPR and was able to deliver the AED within a minute of arriving. E-1 delivered one shock and was able to get pulses back

on the patient. AMR arrived and provided ALS care. The patient was transported Code 3 to Mercy General Hospital with the E-1 captain and firefighter on board to assist with patient care. The patient was discharged a few days later and expected to make a full recovery.

Head-On Vehicle Accident & Brush Fire:

September 4: Fire responded as mutual aid to the Elkhorn area on Old River Road for a reported vehicle accident and possible fire. Engine 3, Truck 3 and Battalion 1 responded. Crews found a major head-on collision with one vehicle still in the roadway. The driver of the vehicle had self-extricated and had moderate injuries. He was transported to UCD Med. Center for further care. The second vehicle had rolled off the embankment into the brush and trees and had caught fire. The driver, and only occupant, was pulled from the vehicle by residents in the area who had heard the crash. When fire crews arrived, the car was fully engulfed, as were the surrounding trees and brush. The patient from this vehicle was also transported to UCD Med. Center with moderate to major injuries. A Woodland firefighter assisted AMR with patient care during transport. Crews worked to extinguish the fire and clean up flammable liquids in the roadway. CHP assumed control of the scene and all fire units returned to quarters.

Legislation Text

4.

File #: 16-767, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: November 15, 2016****SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Contract Amendment No. 4**

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #4 to the consultant services agreement with MBK Engineers (MBK) for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount up to \$149,000.

Staff Contact

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

Fiscal Impact

MBK's base contract involved a review of the City's flood protection efforts, evaluate financial viability and possibilities for leveraging State and Federal fund sources, and develop a strategic plan for flood control. The original contract with MBK and the three previous contract amendments result in a current contract in the amount of \$546,000. Approval of amendment #4 for Project 09-15 in the amount of \$149,000 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) program management services to \$695,000. The amendment covers MBK's services through calendar year 2017. This work is included in the existing project budget.

This project is included in the Capital Budget approved by Council with \$2,550,000 with funding being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on January 17, 2012. MBK's work is expected to be partially considered an In-Kind Contribution by the USACE (Corps) and work associated with the Urban Flood Risk Reduction (UFRR) Study with Department of Water Resources (DWR) is planned to be fully creditable to the UFRR study. The City received a \$5,000,000 grant from DWR for the UFRR study. In addition, as part of the long-term financing plan for the project, the team is pursuing cost-sharing - including project management services - with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background

In November of 2013, the City engaged MBK Engineers, under contract authority of the City Manager, to assume Program Management responsibilities for the Lower Cache Creek Feasibility Study. This Contract Amendment is now being presented to Council for the following reasons:

- This amendment provides for continuing program management services to develop the feasibility studies. Program management activities include coordination with project partners including the Corps and DWR, providing technical advice to the City, and directing the work of project consultants in coordination with City Staff.
- The scope of work includes coordination with the DWR and Corps for the Lower Cache Creek Feasibility Study (aka the 3x3x3 process) and coordination with stakeholders.
- The scope of work includes program management and coordinating for a joint City/DWR feasibility study under the UFRR Program. The work includes: pursuing preliminary evaluation of the benefits and costs to the City for both a local flood solution and a regional flood control project and completion of a feasibility study.
- The scope of work includes preparation of a public outreach program to relay information developed as part of the feasibility study and will be used in discussions with all stakeholders. These stakeholders are State and Federal agencies, local government agencies, residents, businesses, and community organizations.

Discussion

MBK has completed the strategic plan and found that the City has three options for pursuing a flood risk reduction project which involve participating as a joint non-Federal sponsor with DWR in a USACE feasibility study, participating in a cooperative feasibility UFRR study with DWR, and/or participate as one of many local sponsors with DWR in a regional flood risk management study. Currently, all three options are being pursued.

MBK will continue to provide program management and technical assistance to the City in pursuing the three options in the near term in a strategic manner to minimize the City's financial commitments, optimize potential crediting of in-kind contributions, and maintain flexibility to pursue whichever option produces the highest probability of success. MBK will also direct the team of consultants in preparation of the feasibility study in coordination with City Staff for the UFRR study.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #4 to the consultant services agreement with MBK Engineers (MBK) for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount up to \$149,000.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution

Attachment B - MBK contract amendment

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the contract amendment with MBK authorizes an additional contract amount of \$149,000 to cover the period through calendar year 2017. The current contract amount is \$546,000 and with this amendment, the new contract amount is \$695,000; and

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

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

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

Section 2. A copy of the Agreement is attached and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 15th day of November, 2016, by the following vote:

AYES: None
NOES: None
ABSENT: None
ABSTAIN: None

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



Water Resources ♦ Flood Control ♦ Water Rights

GILBERT COSIO, JR., P.E.
MARC VAN CAMP, P.E.
WALTER BOUREZ, III, P.E.
RIC REINHARDT, P.E.
GARY KIENLEN, P.E.
DON TRIEU, P.E.
DARREN CORDOVA, P.E.
NATHAN HERSHEY, P.E., P.L.S.
LEE G. BERGFELD, P.E.
BEN TUSTISON, P.E.

ANGUS NORMAN MURRAY
1913-1985

CONSULTANTS:
JOSEPH I. BURNS, P.E.
DONALD E. KIENLEN, P.E.

November 1, 2016

Mr. Paul Navazio
Woodland City Manager
300 First Street
Woodland, CA 95695

Subject: Amendment Number 4 to City of Woodland Professional Services Agreement No. CM000301 – MBK Contract for Engineering and Project Management Support Services through December 2017

Dear Mr. Navazio:

Enclosed is a Scope of Work to support a contract amendment for MBK Engineers (MBK) to provide engineering services through December 2017. We will continue to assist the City of Woodland in achieving flood risk reduction in a manner that is supportive of community objectives, fiscally responsible, compatible with the federally authorized projects for flood management within the region, and supportive of the Central Valley Flood Protection Plan adopted by the California Central Valley Flood Protection Board.

MBK's support to the City of Woodland during Calendar Year 2016 required a greater level of effort than anticipated. MBK has supported pursuit of the California Department of Water Resources (DWR) Urban Flood Risk Reduction (UFRR) Program grant funding; detailed evaluation of U. S. Army Corps of Engineers alternatives, during a pause in the federal feasibility study; investigation into the potential impact of flood risk reduction alternatives on the long-term functionality of the Cache Creek Settling Basin; and integration of the City's flood risk reduction objectives into an evolving regional improvement plan.

We anticipate continuing to assist the City to reduce flood risk by providing project management, technical support, and strategic recommendations for managing the cost, scope, schedule, and required contributions for both the ongoing federal feasibility study, which is expected to proceed to the Tentatively Selected Plan Milestone within the next year, and to initiate opportunities for joint City/DWR studies, as part of the UFRR program, to augment the U.S. Army Corps of Engineers (USACE) efforts and to enhance the City's overall flood risk reduction program.

A budget that identifies MBK's anticipated level of effort for each task is provided as Exhibit 1; this budget incorporates MBK's 2015 fee schedule (Exhibit 2). Although the intensity of our efforts is difficult to determine based upon the nature of the work, we anticipate that an additional \$149,000 will be expended through December 31, 2017. This will increase our contract from \$546,000 to \$695,000.

Sincerely,
MBK ENGINEERS

Ric Reinhardt

RR/SP/jw
AGRMTS/WOODLAND CONTRACT AMENDMENT NO. 4 2016-10-??

Enclosures

**MBK Engineers
CY 2015 Scope of Work
Lower Cache Creek Flood Risk Reduction Study**

AMENDMENT NUMBER 3

1.	Support of USACE Feasibility Study	\$103,000
1.1	Program Management	
1.2	Processing In-kind Credit	
1.3	Supporting Feasibility Study	
1.4	Public Outreach	
2.	UFRR Grant Activities	\$46,000
2.1	Program Management	
2.2	Develop/negotiate SOWs for Grant activities	
2.3	Public Outreach	
<u>Total</u>		<u>\$149,000</u>

Exhibit 1

SCHEDULE OF FEES

1. Standard Fees:

	<u>Per Hour</u>
Principal	\$200–260
Supervising Engineer	170–230
Project Manager	160–230
Senior Engineer	140–210
Engineer/Hydrologist	120–180
GIS Professional	120–180
Water Resources Associate	100–160
Assistant Engineer	100–150
Prevailing Rate Surveyor, Chief of Party	155
Prevailing Rate Surveyor, Rodman/Chainman	143
GIS Specialist	80–140
Technician/Drafter	80–140
Junior Engineer	75–110
Engineering Aide	50–80
Technical Editor	50–125
3-Man Survey Crew	250
2-Man Survey Crew	220

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$450 per hour for principals and supervising engineers, \$400 per hour for registered engineer staff, and \$250 per hour for other staff.
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
4. All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$50 per hour. Use of MBK owned boat will be billed at \$100/day. Professional services provided by others billed through MBK at cost plus a service charge of 5%–15%.
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

Exhibit 2

Legislation Text

5.

File #: 16-805, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Approve Contract Amendment with Brown and Caldwell and Carollo Engineering, Inc. for Construction Management/Inspection Services and Professional Services, respectively, for Water Pollution Control Facility Aeration Project, CIP #12-02

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendments for Brown and Caldwell and Carollo Engineering, Inc. for an additional amount not to exceed \$59,500 and \$40,419, respectively.

Staff Contact

Chris Fong, Senior Associate Civil Engineer - (530) 661-5972, chris.fong@cityofwoodland.org

Fiscal Impact

The contract amendment with Brown and Caldwell is for an amount not to exceed \$59,500, an increase from the previously approved contract amount of \$1,414,900. With the requested increase, the construction management and inspection contract would be revised to a total amount not to exceed \$1,474,400.

The contract amendment with Carollo Engineering, Inc. is for an amount not to exceed \$40,419, an increase from the previously approved contract amount of \$1,916,396. With the requested increase, the professional services contract would be revised to a total amount no to exceed \$1,956,815.

The Water Pollution Control Facility Aeration System Retrofit project (CIP 12-02) is included in the approved Capital Improvement Budget (from the Sewer Enterprise Fund) in the amount of \$19,150,000. CIP 12-02 has \$161,086 of available (not encumbered) funding remaining. This project is funded through the State Revolving Loan program.

Background

The City of Woodland's Water Pollution Control Facility has a rated NPDES permit capacity of 10.4 million gallons per day (mgd) and utilizes oxidation ditches with brush rotor aerators to meet effluent ammonia requirements. Plant data and modeling determined the actual capacity of the secondary treatment process is 7 mgd due to insufficient aeration. To address this issue, a retrofit was designed by Carollo Engineering, Inc. (peer reviewed by Brown and Caldwell) to replace the existing aeration brushes with more energy efficient fine bubble diffusers and high-speed turbo blowers, and to convert the ditches to modified Ludzack-Ettinger (MLE) process. The modified process requires adding selector zones, baffling, and mixers. Implementing the modifications will improve secondary process performance and settleability.

Brown and Caldwell provides construction management and inspection services and Carollo Engineering, Inc. provides design support services for the project.

Discussion

The project was originally scheduled to be complete by August 2016. However due to unforeseen electrical and programming issues, the project completion date has been pushed to December 2016. The City is confident that the project will be complete by the end of the calendar year 2016 and the additional funds are requested to continue to have construction management, inspection, and design support services through the completion of the project.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendments for Brown and Caldwell and Carollo Engineering, Inc. for an additional amount not to exceed \$59,500 and \$40,419 respectively.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Ken Hiatt, Assistant City Manager



Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONTRACT AMENDMENTS WITH BROWN AND CALDWELL AND
CAROLLO ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT/INSPECTION
SERVICES AND PROFESSIONAL CONTRACT SERVICES, RESPECTIVELY**

WHEREAS, the City of Woodland wishes to enter into a contract amendment with Brown and Caldwell and Carollo Engineers, respectively; and

WHEREAS, the City of Woodland signed an agreement with Brown and Caldwell on March 22, 2012 to provide Construction Management and Inspection Services for Water Pollution Control Facility Aeration Retrofit (CIP 12-02); and

WHEREAS, the City of Woodland approved Contract Amendment #1 with Brown and Caldwell on February 26, 2013; and

WHEREAS, the City of Woodland approved Contract Amendment #2 with Brown and Caldwell on November 17, 2015; and

WHEREAS, the City Council wishes to approve a contract amendment to provide additional Construction Management and Inspection Services not to exceed \$59,500 and authorizes its execution through adoption of this Resolution. The existing contract amount of \$1,414,900 is increased to \$1,474,400 through adoption of this resolution

WHEREAS, the City of Woodland signed an agreement with Carollo Engineers on March 20, 2012 to provide Professional Contract Services for Water Pollution Control Facility Aeration Retrofit (CIP 12-02); and

WHEREAS, the City of Woodland approved Contract Amendment #1 with Carollo Engineers on March 22, 2013; and

WHEREAS, the City of Woodland approved Contract Amendment #2 with Carollo Engineers on July 17, 2013; and

WHEREAS, the City of Woodland approved Contract Amendment #3 with Carollo Engineers on July 11, 2014; and

WHEREAS, the City of Woodland approved Contract Amendment #4 with Carollo Engineers on January 19, 2016; and

WHEREAS, the City Council wishes to approve a contract amendment to provide additional Professional Contract Services not to exceed \$40,419 and authorizes its execution through adoption of this Resolution. The existing contract amount of \$1,916,396 is increased to \$1,956,815 through adoption of this resolution.

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

Section 1. The City Council hereby approves the contract amendments for an amount not to exceed \$59,500 for Brown and Caldwell and for an amount not to exceed \$40,419 for Carollo Engineering, Inc. The City Manager is hereby authorized and directed to execute the contract amendments, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. Copies of the Agreements are on file with the City Clerk and are 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 B. Gonzalez, City Clerk

Legislation Text

6.

File #: 16-816, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Authorize the Purchase of Two FY 2016/2017 Police Interceptors

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of two (2) replacement 2017 Ford Interceptor Utility vehicles for the Police Department through Folsom Lake Ford in the amount of \$94,220.60.

Staff Contact

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org, 530-661-5956

Council Goal

Maintain City Infrastructure - providing reliable vehicles for the Police Department.

Fiscal Impact

The new Interceptor purchases will be funded through the FY 2016/2017 Vehicle Replacement budget already approved by the Council. They will replace older Police patrol vehicles #774 and #775 that have reached the end of their programmed life cycles.

Background

City Council previously approved the budget to replace these vehicles during the FY 2016/2017 budget review. Fleet Services invited competitive bids for the purchase, however, only one proposal was received from Folsom Lake Ford in the amount of \$94,220.60 under California State Contract #1-15-23-14B.

Discussion

Although the Council adopted the budget to replace these vehicles, the purchases themselves require a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than \$50,000 must be awarded by the City Council. Fleet Services will create purchase orders for each vehicle purchase upon Council approval. The dealerships will place the vehicles on order once the purchase orders are received from the City. It will take approximately 6-7 weeks for delivery after the orders have been placed. Once the new vehicles arrive, Fleet Services will need about two weeks to in-process the vehicles before they are released to their respective programs for use. The older vehicles will be turned in for auction once the new vehicles are fully operational.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of two (2) replacement 2017 Ford Interceptor Utility vehicles for the Police Department through Folsom Lake Ford in the amount of \$94,220.60.

Prepared by: Troy Thompson, Fleet & Facilities 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

Attachments: Folsom Lake Ford Quote
Resolution

FOLSOM LAKE FORD

THE FORD SOURCE

12755 FOLSOM BLVD. • FOLSOM, CA 95630 • (916) 353-2000

2017 ORDER-12-14 WEEKS

STATE CONTRACT 1-15-23-14B

DANIEL A. RAIMONDI

Fleet Director

REVISED

(916) 353-2000, Ext. 376

Toll Free 1-800-655-0555

Cell. (916) 825-1622

Fax (916) 353-2078

10/14/2016

K8A	4DR AWD POLICE	
	.112.6" WB	
G1	SHADOW BLACK	
9	CLTH BKTS/VNL R	
W	EBONY BLACK	\$31,157.44
500A	EQUIP GRP	\$12,854.38 Lehr Upfit
	.PREM SINGLE CD	-----
		\$44,011.82
99R	.3.7L V6 TIVCT	\$ - 500.00 Discount 20 Day Payment
44C	.6-SPD AUTO TRAN	-----
		\$43,511.82
52P	DR LOCK PLUNGER	\$ 3,589.73 Tax @ 8.25%
53M	SYNC SYSTEM	-----
		\$47,101.55
16D	BADGE DELETE	\$ 8.75 CA Tire Fee
17A	AUX CLIMATE CTL	-----
		\$47,110.30 Total Delivered to Lehr
17T	CARGO DOME LAMP	
18D	LIFTGTE DISABLE	
423	CAL EM NOT REQD	
43D	COURTESY DISABL	
47A	ENGINE IDLE	
47C	WIRING KIT-FRT	
51Z	DUAL SPOT LAMPS	
59B	KEY CODE B	
60R	NOISE SUPPRESS	
76D	DEFLECTOR PLATE	
76R	REVERSE SENSING	
86L	AUTO HEADLAMP	
86P	FRT LMP HOUSING	
86T	RR TAILLAMP HSG	
87R	RR VIEW MIR/CAM	
90E	LH/RH PNLS III	
92R	SOLAR TINT 2ND	
936	CAL SER VEH EXP	
	FLEX-FUEL	
153	FRT LICENSE BKT	

INCLUDES WHITE ROOF
AND FOUR DOORS PAINTED
WHITE

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE PURCHASE OF TWO POLICE FORD INTERCEPTOR UTILITY
VEHICLES**

WHEREAS, the City of Woodland invited competitive bids for the purchase of two (2) replacement 2017 Ford Interceptor Utility vehicles for the Police Department;

WHEREAS, the City of Woodland received only one proposal from Folsom Lake Ford in the amount of \$94,220.60 under California State Contract #1-15-23-14B;

WHEREAS, the City of Woodland wishes to award the purchase of the two (2) 2017 Ford Interceptor Utility vehicles in the amount of \$94,220.60;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes the purchase of two (2) replacement 2017 Ford Interceptor Utility vehicles from Folsom Lake Ford under California State Contract #1-15-23-14B in the amount of \$94,220.60.

PASSED AND ADOPTED by the City Council on this 15th day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim Hilliard, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

Ana Gonzalez, City Clerk

Legislation Text

7.

File #: 16-819, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2106**SUBJECT:** Woodland Public Library Facility Master Plan

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract with Noll & Tam Architects for the Woodland Public Library Facility Master Plan, for a total amount not to exceed \$125,000.

Staff Contact

Greta Galindo, Library Services Director, greta.galindo@cityofwoodland.org
(530) 661-5980

Fiscal Impact

The cost of the recommended contract is estimated to not exceed \$125,000. Funding for this facility master plan has been included in the approved FY16/17 budget, and is funded through Measure E.

Background

In July 2016 the Woodland Public Library released a RFP to solicit proposals from qualifying consultants to assist the Woodland Public Library in the development of a twenty-year Facility Master Plan. The Library anticipates that the Facility Master Plan will form the foundation of a future building program for the expansion and/or renovation of the existing library to meet the community's learning needs, abilities, demographics, and changes in technology.

The Woodland Public Library has the distinction of being the oldest and one of the last functioning Carnegie-funded libraries in California. It is on the National Register of Historic Places. The original Carnegie Library building opened in 1905, with expansions in 1915, 1927, and 1988.

In FY16, the Library served almost 180,000 visitors and circulated over 300,000 books, DVDs, audiobooks, and electronic resources. In addition to reading and viewing materials, the Library engages the community with a robust schedule of programming and outreach for children, teens, and adults. Over 27,000 Woodland community members attended a library program last year. In 2017, the Library will be opening a new 1,600 square foot makerspace named "Square One." The Library's 2016 operating budget is \$1.7 million. Library staffing includes 15 full time equivalents (FTEs).

The Library seeks the development of a Facility Master Plan to quantify existing space deficiencies and define how to best address these deficiencies and plan for future growth. The Plan will identify the total number of square feet required for the Library to serve the City's residents' needs through 2035. It will serve as a guide

for the Library's capital program as the Library seeks to provide, over time, a first-class library facility that meets the needs of the community. The Plan should enable the Library to respond appropriately and effectively to changes in the community, demographics, technological and telecommunications developments, emerging service expectations, an aging facility, and other transformations while also maintaining and improving continuing relevant traditional services. Once completed, the Plan will be a significant asset to the Library's long-range planning efforts.

Discussion

In response to the RFP a proposal was received from Noll and Tam Architects to prepare a Facility Master Plan for the Woodland Public Library. Noll and Tam is highly qualified, having planned, designed, and/or constructed over 40 libraries throughout California over the last 23 years. Their experience reflects their awareness of the important role of libraries in our communities, the latest thinking in library service and design, and creative ways to serve the community.

The Plan will be a living and community-responsive document. It will include a development process that is focused and able to be implemented quickly.

Scope of Work:

1. **Current Facility Review.** Complete an assessment of the existing Library facility and identify deficiencies in the existing building, including all service areas. This includes usage of the Library by the public and staff, utility systems and infrastructure, telecommunications, and health and safety concerns.
2. **Facility Growth Analysis.** Evaluate the existing Library facility to determine whether the existing building should be expanded and/or renovated and, if it should be, estimate the cost of those improvements. Consideration shall be given to the feasibility of expanding the existing Library facility at the current site given the population served, the needs of the staff and the public for space, parking, pedestrian and vehicular patterns, the existing Library location, present and future technology needs, and other relevant information.
3. **Demographic Analysis and Projections.** Provide a detailed analysis of the current City of Woodland population and trends for growth in the future. Consideration will include evaluating the City of Woodland General Plan and state and national standards, peer comparisons, library trends, and best practices.
4. **Community and Stakeholder Outreach.** Design a process that includes community involvement and potentially surveying at a local level. This outreach will be done in conjunction with the Library Board of Trustees, and Library staff will be involved in outreach implementation.

The Facility Master Plan will conclude in recommendations that:

- Identify potential near-term and low-cost strategies for remedying any immediate needs pending funding for longer-term solutions.
- Make short and long-term recommendations for the current space in order to more efficiently provide Library services, including circulation and programming.
- Include in the recommendations estimated costs for individual projects, including but not limited to

construction, furnishings, collection, equipment, and technology, including costs related to sustainable building products and practices.

- Will additionally, consider timelines and priorities for funding of these projects.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract with Noll and Tam Architects for the Woodland Public Library Master Plan, for a total amount not to exceed \$125,000.

Prepared by: Greta Galindo, Library Services Director



Paul Navazio, City Manager

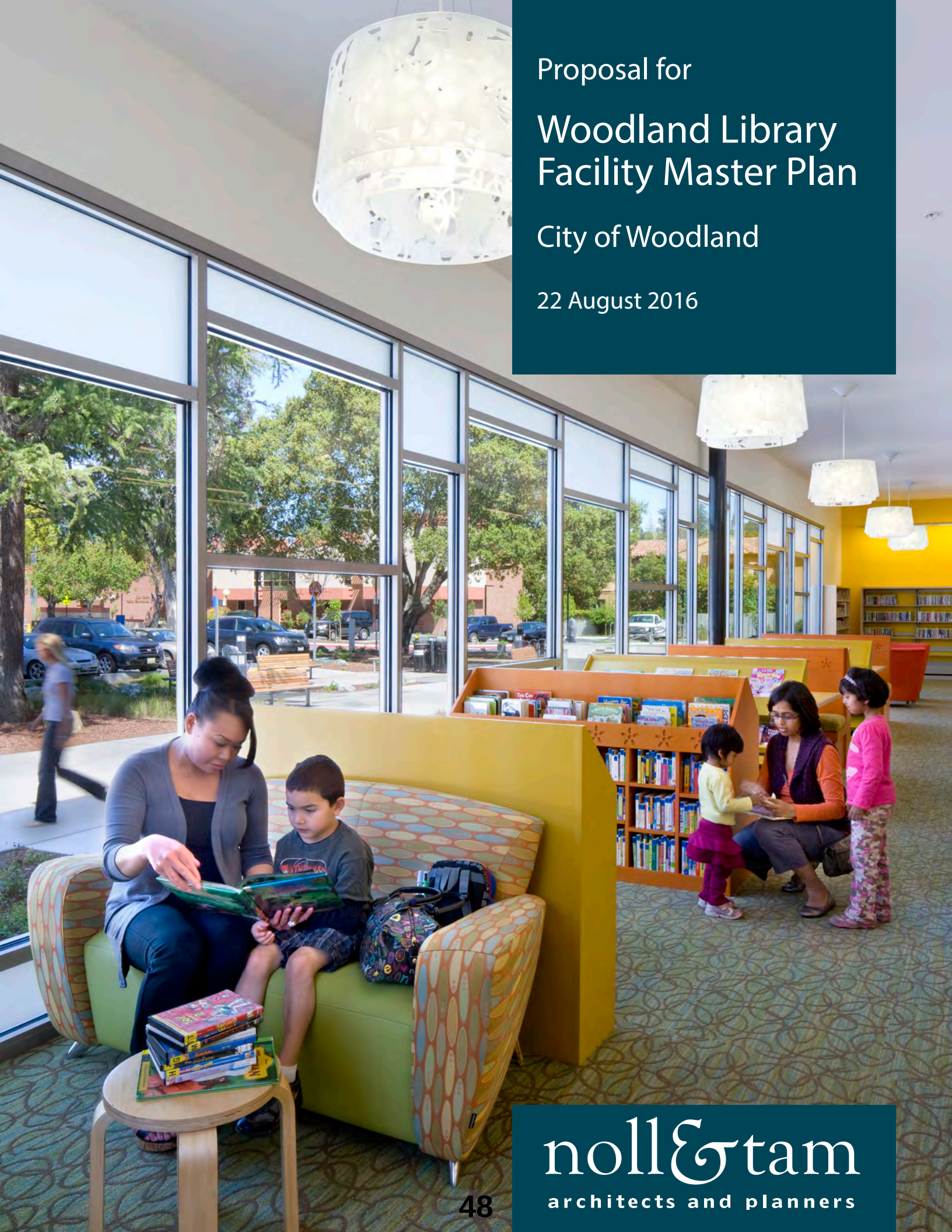
Enclosures: Woodland Public Library Facility Master Plan Proposal
Resolution

Proposal for

Woodland Library Facility Master Plan

City of Woodland

22 August 2016



noll & tam
architects and planners

22 August 2016

Greta Galindo
Library Services Director
Woodland Public Library
250 First Street
Woodland, CA 95695

HELLO

Dear Greta and Members of the Selection Committee:

We are pleased to present our proposal for the City of Woodland Library Facility Master Plan. We are excited at the possibility of working on the oldest operating Carnegie Library in California, and developing ideas to continue its usage far into the future. It was a pleasure to talk to you about the challenges you face, and we feel well briefed on your goals for the master plan. We are enthusiastic about the opportunity to partner with you on this.

Noll & Tam brings specialized expertise in the planning and design of public libraries. We have planned and designed more than 40 libraries since our founding in 1992 – from small, complex renovations to large new buildings. In addition, we have prepared a number of facility master planning studies for libraries and other building types. Our practice includes the spectrum of design services needed for this project: master planning, building assessments, feasibility studies, space programming, renovation and new construction. Each project we undertake develops out of an understanding of the priorities of our clients, the needs of the community, the physical requirements of the place, and the client's strategic goals. We develop innovative designs that function well and are embraced by their users.

For this project, we've brought together a team of experienced people to lead a comprehensive and engaged master planning process. I will be the Principal-in-Charge, actively leading our team's efforts, joined by Alyson Yarus as Project Manager and Trina Goodwin as Library Planner/Interiors Architect. Trina, Alyson, and I have worked together on many community building projects over the last few years, including the renovations of the American Canyon Library and the Berkeley Central Library. Joining us will be Jen Sweeney, Library Facilities Consultant. Jen's scope includes collections and service delivery analysis, stakeholder interviews, review of demographic information and gathering community input. Her passion for helping libraries be the best they can be and her diverse background and experience makes her a valued asset to the team. In addition, our highly qualified team of engineers and other consultants bring experience working together to meet and exceed client expectations.

We are very excited about the prospect of working with you to explore ideas about improving library services in Woodland. Our goal for the Facility Master Plan will be to provide Woodland with an implementable action plan for the next 20 years, and beyond. Noll & Tam will give this project all the enthusiasm, energy and conscientious effort for which we are known. We look forward to the opportunity to share our qualifications and ideas with you in person. As an officer of the firm, I am authorized to bind the firm to this proposal for 90 days.

Sincerely,



Christopher Noll, AIA, LEED AP
Principal

Executive Summary

Executive Summary

Expertise in Libraries

Libraries have greatly expanded their role in the contemporary community. Their mission to promote equal access to knowledge endures, but the last 20 years have brought remarkable changes in its delivery. This is due both to advances in technology and to changing community expectations. Libraries are no longer just a place where you can borrow and read a book. They are the focus of the local community – a place to meet friends and access the Internet with the latest technology, offering expanded reference resources, audio-visual collections, government services, after-school care, homework centers, resources for business, job search resources, literacy programs, genealogy resources, local history, and continuing education. Like most libraries in California, the Woodland Public Library has experienced changes of this sort, and needs to create more flexible facilities to integrate these changes and plan for the future.

Noll & Tam have planned, designed, and/or constructed over 40 libraries throughout California over the last 23 years. We are fortunate to be able to include Jennifer Sweeney on our team as a library consultant, who brings her many years of experience in library programming to the team effort. Together, our combined experience reflects our awareness of the important role of libraries in our communities, the latest thinking in library service and design, and creative ways to serve the community. We will bring these capabilities to a collaborative master planning process that will include library staff, library users, and other stakeholders. Through this inclusive, highly interactive process, we will hear everyone's needs, create a sense of ownership among everyone involved, and produce imaginative and practical solutions that fulfill the current and future needs of Woodland.



Approach to Master Planning

Our skill with library planning and design is just one part of our ability to execute a comprehensive building assessment. As architects who specialize in reconstruction and adaptive reuse projects, we recognize existing buildings' potential and limitations. We translate this information into the bigger picture of the long-term goals of our clients. Noll & Tam has strong building assessment experience, including work with the City of Berkeley on an assessment and master plan study of four branch libraries that led to a successful bond campaign and upgrade of their facilities. Many of our renovation projects begin with a thorough assessment of the existing facility to clearly document deficiencies and identify opportunities for improvement.

The part of the project is compiling all of the information and findings together to produce a useful Facility Master Plan document that will be a cornerstone in mapping the future success of the Woodland Public Library. Noll & Tam has experience in creating master plans that have been catalysts for our clients, improving their communities. Some of these projects include the Alameda Branch Libraries, the Berkeley Branch Libraries, and many others.

One of the keys to our success is principal involvement and direction in all of the projects we undertake. Unlike other firms, our principals are "hands-on" and stay involved throughout the project. We will bring a fresh eye to this thought process, building on any work already done, discussing your priorities, and focusing on a thorough assessment process that will help us to identify improvements that will provide better functionality of the library, better experience for patrons, and a better facility for the community. Our approach will be both practical and visionary: meeting needs with sensible, functional solutions, while keeping the future in mind and finding design solutions that adapt the existing building to meet current needs.

Collaborative Process

We have found that one of the key elements to a successful partnership with our public clients is the ability to facilitate a collaborative process that responds directly to concerns of the client, users, and community. We have brought together the best people to lead a comprehensive and engaging process that will result in a welcoming, safe, comfortable environment for the community.

We will work closely with Woodland staff to identify important project priorities, and develop tangible strategies to achieve these priorities. Due to our considerable portfolio of public projects, we have developed working methodologies that facilitate a smooth process from design through construction.

We also want to engage stakeholders. Different groups will want different things from this project, and it will be critical to ensure that all voices feel that they have been heard, and that they have been able to express their feelings and desires. Since our work often involves facilitating community input, we have developed proven, effective methods that help us reach consensus while balancing the needs and concerns of many different groups. We listen very closely, and respond creatively to the aspirations, needs, and ideas of stakeholders.



Alameda Library West End Branch

Company Information

Firm Profile

Noll & Tam Architects designs distinct spaces that enhance the civic presence of municipal buildings and the educational experience for academic institutions. Christopher Noll and Janet Tam founded the firm in 1992 to establish a talented studio of architects promoting active community involvement and environmentally responsive design. Today, the firm has 32 creative and energetic staff members, including 16 LEED Accredited Professionals.

Architectural projects belong to the building owners and the individuals who will use and shape them over time. With that in mind, Noll & Tam deftly balances the needs of a variety of constituents, developing design alternatives that reflect the desires of the client and the community. To create spaces in which users and visitors flourish, we balance technical requirements, aesthetics, setting and social context, always seeking solutions that touch the environment gently while bringing life to the community.

For more than 20 years, our acclaimed work in the planning and design of libraries, universities and community college facilities, and civic buildings has illustrated our commitment to the people and buildings that make for strong communities. Our clients find their vision realized and expanded by the firm's careful attention to the integration of client objectives, end-user needs, and a creative exploration of the possibilities.

Firm Information

Legal Name: Noll & Tam Architects

Address: 729 Heinz Avenue, Suite 7
Berkeley, CA 94710

Telephone: 510.542.2200

Legal Form of Company: Corporation

Corporation Established: April 1, 2000

Date Entity Established: 1992

Number of Years in Business: 24

Years of Experience Providing Services Requested: 24

Number of Employees: 32

Website: www.nollandtam.com

Key Team Members:

Chris Noll, Principal-in-Charge

Alyson Yarus, Project Manager

Trina Goodwin, Library Planner/Interiors Architect



Los Gatos Library

Team Organization

Our team brings together the talents of architects and subconsultants who understand libraries. Through many years of public works experience, Noll & Tam has honed our skills in communication and decision-making. As Prime Architect, Noll & Tam will provide the overall team direction, overseeing the consultants, leading the facility master planning process, and managing the community outreach process. Our team will facilitate the community input process, and is prepared to address local concerns about the impact and direction of the library project. We intend to collaborate with the project manager and Library Staff to ensure that the project moves forward efficiently. The key personnel listed below will be committed to the project for the duration. Individual staff resumes are included in the following pages.

Design Team Roles

Christopher Noll, AIA, LEED AP, Principal-in-Charge

With more than 30 years of experience designing both public and academic libraries, Chris Noll will act as Principal-in-Charge. He has led all of Noll & Tam's public library projects and understands the important factors that create successful library spaces. Through his close relationships with public librarians throughout the state, Chris stays on top of new trends in librarianship, and brings a visionary perspective to the design process. Chris is very familiar with the design process for community buildings and is adept at building consensus among diverse interest groups.

Chris brings strong skills in collaborating with clients and directing projects through all phases of design, while remaining sensitive to the needs and concerns of the community and users throughout the process. His role will be to lead the entire master planning process and keep a sharp eye on implementation of the City's vision and budget. He will collaborate with other team members and library staff to identify the program and delivery goals.

Alyson Yarus, LEED AP, Project Manager

Having an organized, communicative project manager will be key to the success of the Woodland Library Facility Master Plan project. Alyson Yarus has more than 20 years of experience managing civic projects, including library renovations for the cities of Berkeley and Alameda and Napa County. As the project's daily contact, Alyson will manage the budget and schedule, coordinate the work of the subconsultants, manage the production of the deliverables, and ensure that the project proceeds efficiently. She will coordinate and participate in meetings with stakeholders and Library staff, together with Chris and Trina.

Alyson has served as project manager for a wide variety of projects including library master plans, new library construction, and library renovations. She has extensive experience working on historic buildings, including work on two Carnegie libraries in Oakland.

Trina Goodwin, LEED AP, Library Space Planner/Interiors Architect

Trina offers the unique perspective of an architect and interior designer specializing in space planning and FF&E. Over the past 30 years she has developed a specialization in designing joyful and energizing library spaces. She has specific expertise in space planning, interior design, furniture selection, and LEED design. She performed this role on the Los Gatos Library, Castro Valley Library, and Valley Hi North Laguna Library. Trina will bring her experience in high-use public environments, focusing on highly durable finishes and materials that are sustainable, flexible, and hold up to heavy use. She will work side-by-side with Chris and Alyson on the facility master plan, ensuring that the library program is properly reflected in the our recommendations and master plan suggestions. She will participate in design presentations to City and the community, and ensure that the recommendations are budget conscious and appropriate to its context and community.



Noll & Tam Architects

Christopher Noll, AIA, LEED® AP Principal in Charge

A licensed architect since 1985, Chris specializes in the planning and design of libraries and has led all of Noll & Tam's public library projects. Chris is actively involved in the library community through the California Library Association (CLA) and the American Library Association (ALA). Chris engages in research about future trends in library facilities and library service delivery, sharing information through presentations, including *"Planning Smart: Managing Your Building Project from Concept to Cost Estimate,"* at the Professional Library Association (PLA) National Conference with Richard Hall, the California Library Bond Act Manager, and Linda Demmers of Libris Design. Chris also presented *"Designing Library Spaces"* at the 2015 Library Unconference in Santa Rosa with Will Baty, library consultant and Dean of Learning Resources and Educational Technology at Santa Rosa Junior College.



Alameda Branch Library
Bay Farm Island



American Canyon Library



Los Gatos Library



Castro Valley Library

CALIFORNIA REGISTRATION

Licensed Architect #C15916

EDUCATION

Master of Architecture,
University of California, Berkeley, 1981
Bachelor of Arts, Princeton University, 1978

RELEVANT PROJECT EXPERIENCE

Alameda Branch Libraries Study and Renovation
American Canyon Library
Berkeley Public Library Branch Facilities Master Plan
Berkeley Public Library Central Library Improvements
Carmichael Branch Library
Castro Valley Library
Half Moon Bay Library
Hayward Main Library & Community Learning Center
Los Gatos Library
Marina Branch Library
Morgan Hill Library
Mountain View Library Renovation
Napa County Main Library Renovation
Rockridge Library TeenZone, Oakland
Martin Luther King Jr. Branch Library Renovation, Oakland
Portola Branch Library, San Francisco
Valley Hi North Laguna Library, Sacramento



Noll & Tam Architects

Alyson Yarus, LEED® AP

Project Manager

Alyson Yarus has been with Noll & Tam since 1997 and is an Associate Principal with the firm. She is a registered architect with more than 20 years of experience managing projects for public uses. She also brings experience with historic renovation.

Alyson worked on the study of four branch libraries for Berkeley Public Library, and is currently leading the renovation of the BPL Central Library. Her ability to listen carefully to the needs of clients and user groups' while keeping all aspects of the projects well-organized has enabled her to continually deliver complex projects on time and on budget.

CALIFORNIA REGISTRATION

Licensed Architect #C28307

EDUCATION

Master of Architecture,
University of California, Berkeley, 1997

Bachelor of Arts, Stanford University, 1987

RELEVANT PROJECT EXPERIENCE

Alameda Branch Libraries Study and Renovation
American Canyon Library
Berkeley Public Library Central Library Improvements
Berkeley Public Library Branch Libraries Facilities Master Plan
Napa County Main Library Renovation
Marina Branch Library
Berkeley YMCA-PG&E Teen Center
Cal Career Center Renovation
UC Berkeley College of Natural Resources Master Plan
UC Berkeley Student Community Center Renovations,
Lower Sproul Plaza Revitalization
UC Berkeley Eshleman Surge Space Renovation
International House Renovations, Berkeley
UC Berkeley Moffitt Library West Terrace Canopy
UC Berkeley Cesar Chavez Student Center
St. Mary's College Library and Learning Commons, Moraga
Pleasanton Veterans' Memorial Building
Oakland Zoo Veterinary Hospital
Oakland Zoo California Trail



American Canyon Library



Alameda Branch Library
West End



Marina Library



YMCA-PG&E Teen Center



Noll & Tam Architects

Trina Goodwin, LEED® AP

Library Space Planner/ Interiors Architect

In her 30-year career as an architect, Trina Goodwin has planned, designed, and conducted feasibility studies and needs assessments for numerous Bay Area public libraries. At Noll & Tam since 2005 and an Associate Principal of the firm, Trina most recently designed the interior architecture for the new Hayward Library. She offers the unique perspective of an architect and interior designer specializing in space planning and FF&E. Trina has a particular interest in creating efficient and supportive spaces for library services that respond to the needs of library staff and patrons, focusing on highly durable finishes and materials that are attractive yet hold up to heavy use.

CALIFORNIA REGISTRATION

Licensed Architect #C21806

EDUCATION

Bachelor of Architecture,
California Polytechnic State University, San Luis Obispo, 1980

RELEVANT PROJECT EXPERIENCE

American Canyon Library
Berkeley Public Library Central Library Improvements
Napa County Main Library Renovation
Hayward Main Library & Community Learning Center
Half Moon Bay Library
Los Gatos Library
Castro Valley Library
Valley Hi North Laguna Library, Sacramento
Morgan Hill Library
Marina Branch Library
3 Interior Branch Renovations, Sacramento Public Library
Rockridge Library Teen Space, Oakland
Martin Luther King Jr. Branch Library Renovation, Oakland
St. Mary's College Library and Learning Commons, Moraga
Las Positas College Library, Livermore
De Anza College Campus Center
Antioch Community Center
Pleasanton Youth Center
Corte Madera Town Park and Recreation Center Master Plan



Los Gatos Library



Castro Valley Library



American Canyon Library



Rockridge Branch Library
TeenZone

Subconsultants

Library Programming

Jennifer Sweeney & Associates

With 17 years of experience as professional librarian, followed by 18 years of experience in program evaluation research and management planning consulting, Jennifer Sweeney brings a depth of experience to this process. She is an experienced evaluation and planning consultant for public and nonprofit organizations, specializing in libraries and education programs. She is also knowledgeable in needs assessment, strategic planning, program and organizational development, outcomes measurement, performance monitoring, logic modeling, communication and collaboration, and conflict analysis.

Relevant Experience

Strategic Planning: Monrovia Public Library, Menlo Park Library, Child's Voice

Resource Sharing Needs Assessment, Idaho Commission for Libraries

Five-year Evaluation of LSTA Programs, Nevada State Library & Archives

University Library Administrative Unit Reviews, University of California, Davis

Reading Program Evaluations for California Library Association

Key Personnel

Jennifer K. Sweeney, Principal – Library Programming

Structural Engineering

Buehler & Buehler Structural Engineers, Inc.

Buehler & Buehler Structural Engineers, Inc. (B&B), a 70-employee firm headquartered in Sacramento, provides a wide range of structural engineering services throughout the United States. For over 70 years, B&B has developed practical, economical structural engineering solutions utilizing expert implementation of conventional and performance-based design techniques. B&B's philosophy is based on the belief that each project has a unique solution that will best fit its individual parameters. Their services include new design, design-build, tenant improvement, existing building evaluation, seismic retrofit and renovation. B&B takes an integrated approach to project delivery utilizing Lean Construction principles as they seek to optimize efficiency through all phases of design, fabrication, and construction.

Relevant Experience

Martha Riley Community Library, Roseville

Natomas High School Library, Natomas

Vacaville Public Library, Vacaville

Twelve Bridges Joint Use Library, Rocklin

Yolo County Courthouse, Woodland

Key Personnel

John Harvey, Principal - Structural Engineering

Mechanical and Plumbing Engineering

Capital Engineering Consultants, Inc.

Capital has provided professional mechanical engineering services since 1947. For over six decades, Capital has developed strong partnerships with architects, owners, construction managers, and contractors in the design and construction of County and School District Libraries. Their capabilities extend from large, complex, existing campus additions and renovations, to creating new, freestanding facilities. Capital has the unique capability to handle large-scale projects, as well as small remodels. Their goal is to provide exceptional, long-term service and support to their clients, evidenced by their long-standing partnerships.

Relevant Experience

American Canyon New Library

Foothill High School Library

Castro Valley High School Library

Monte Vista High School New Library

Diablo Vista Middle School Library

Key Personnel

Michael Minge, Principal - Mechanical Engineering

Electrical Engineering & Lighting Design

O'Mahony & Myer, Inc.

O'Mahony & Myer is an electrical engineering and lighting design firm located in San Rafael, California. They specialize in civic, educational, institutional, and commercial electrical engineering and lighting design. Founded in 1979, the firm has designed the electrical power, signal, and lighting systems for over 80 public libraries in the last 30 years, both new construction and renovation of existing facilities.

Relevant Experience

Morgan Hill Library
Castro Valley Library
Marina Library
De Anza College Library
Carmichael Library

Key Personnel

Pieter Colenbrander, Principal - Electrical Engineering

Civil Engineering & Landscape Architecture

Cunningham Engineering

Founded in 1984, Cunningham Engineering is celebrating over 30 years of successful business relationships and completed projects in California. Originally a single discipline civil engineering firm, the company has evolved over the recent decades into a multi-discipline, client-focused firm with civil engineers, landscape architects and project land planners collaborating to provide exceptional service and efficient designs to our clients. With offices in Davis and Sacramento, Cunningham's staff includes 25 industry professionals including registered civil engineers, a geoenvironmental and geotechnical engineer, registered landscape architects, landscape and civil designers, CAD technicians and drafters. Cunningham teamed with Noll & Tam to design the Dunnell Nature Park & Education Center in Fairfield including preparing a successful Proposition 84 California grant application.

Relevant Experience

Spring Lake Community Master Planning, Woodland
West Sacramento Community Center Campus Master Planning and Design, Yolo County
Yolo Superior Courthouse, Woodland
Davis-Woodland Water Supply, Woodland
Yolo County Transportation District, Transit Operations Facility Modernization, Woodland

Key Personnel

Steve Greenfield, Principal - Civil Engineering

Cost Estimating

TBD Consultants

TBD Consultants is a certified small business enterprise dedicated to the provision of excellence in construction project management and cost management services to owners and their professional consultants. TBD Consultants has experience which covers virtually every building type and extends across a large geographic area. Founded in California, in 2005, the company also has experience on projects throughout the United States, Europe, the Middle East and Asia.

Relevant Experience

Larkspur Library Master Plan
Los Gatos Library
Hayward Library
San Francisco North Beach Library
San Jose Southeast Branch Library

Key Personnel

David Cobb, Senior Cost Estimator

Prior Work with Woodland

Noll & Tam has never had the opportunity to work with the Woodland Public Library.

Failure to Complete a Contract

Noll & Tam has never failed to complete a contract or defaulted on a contract.

Judgment or Claims

Noll & Tam Architects is fortunate to have never been involved in litigation or arbitration in our 24 years of practice. The following summarizes the resolution and settlement of the one project in our firm history where we settled a claim:

In July 2009, Noll & Tam and our engineering consultants entered into mediation with The Marine Mammal Center, for whom we had designed a new facility in Sausalito. The mediation was to settle a claim related to a number of construction issues, but the primary issue was regarding the engineering design of the life support water filtration equipment for the Center's life support systems. In March 2011, this matter was settled and closed. The final settlement amount was \$320,500. Final construction cost was \$24 million.



American Canyon Branch Library

References

References

Berkeley Branches Library Study

Suzanne Olawski

(Previously with Berkeley Public Library)

Assistant Director of Library Services

Solano County Library

1150 Kentucky St.

Fairfield CA 94533

(707) 784-1504

SEOlawski@Solanocounty.com

Alameda Free Library

Jane Chisaki

Library Director

Alameda Free Library

1550 Oak Street

Alameda CA 94501

(510) 747-7747

jchisaki@alamedaca.gov

Laurie Kozisek

Associate Civil Engineer

City of Alameda

950 West Mall Square, No. 110

Alameda CA 94501

(510) 747-7930

lkozisek@ci.alameda.ca.us

Napa County Library & American Canyon Library

Danis Kreimeier

Library Director

Solano County Library

580 Coombs St.

Napa CA 94559

(707) 253-4241

Danis.Kreimeier@countyofnapa.org



Alameda Library Bay Farm Island Branch

Project Work Plan

Project Work Plan / Approach

Woodland Public Library Facility Master Plan

As the oldest operating Carnegie library in California, your library has an incredible and historic foundation. However, the last update to the library was almost 30 years ago, and the needs of the staff and community have far outpaced the capacity of the current facility to meet those needs. Your library suffers from outdated building systems and infrastructure, a convoluted floor plan that limits staff efficiency, and inherently inflexible spaces. Our goal for the Facility Master Plan (FMP) will be to identify a range of short to long term renovation projects for the library which will provide you with a road map to implement immediate improvements, while planning for longer-term projects as funding permits.

The Facility Master Plan will be a flexible, living document with a long list of recommendations ranging from the replacement of the carpet and painting, to electrical and technology upgrades, to an historic renovation of the Carnegie building, to a full renovation/replacement of the 1988 addition. Focused on flexibility, we will create a document that will be a useful management plan well into the future, guiding the library's development as its needs change over time.

Noll & Tam's library experience reflects our awareness of the important role of libraries in our communities, the latest thinking in library service and design, and creative ways to serve the community. We will bring these capabilities to a collaborative design process that will include library staff, library users, and other stakeholders. We recommend that a Library Building Committee (LBC) be formed that we will meet with on a regular basis to review our work and make decisions about how to proceed. At a minimum, it would consist of Library and City staff, but might also include representatives of other key stakeholder groups. In our experience, a group that includes a wider range of perspectives often leads to the best conclusions, but this may not be the ideal for Woodland, and we will defer to your best judgment on this point. We will work closely with the LBC throughout the process to develop the best solutions for the project. Through this inclusive, highly interactive process, we will hear everyone's needs, create a sense of ownership among everyone involved, and produce imaginative and practical solutions that fulfill the current and future needs of the community.

Our Work Plan is as follows:

Task 1. Project Initiation

We will begin with a kick-off meeting, attended by Noll & Tam and other key members of the design team, Library and City staff, and the LBC if it is in place. At this meeting we will clarify the project goals and vision, decision-making process, program requirements, scope of work, community input process, project schedule, and project budget, if applicable. We will identify key stakeholders in the community and determine if there are any missing participants.

We will establish a work plan that communicates when particular tasks are expected to be completed. We will distribute the schedule to all team members and update it regularly to reflect the actual progress of the work and maintain accountability. We are experienced working with demanding project schedules and take our deadlines very seriously. In addition, we will determine how decisions will be made and what process will be employed for obtaining user input.

Prior to the kick-off meeting, we will gather and review existing plans, studies, and reports that the Library may have for the existing facility. We will also review the program for the new "Square One" Makerspace, to understand breadth of services that can be offered there, and incorporate those possibilities into our understanding.

Meetings:

- *Kick Off Meeting 1 – Noll & Tam, Jennifer Sweeney, Library Staff, Library Board of Trustees, City Staff, LBC*

Deliverables:

- *Project Schedule,*
- *Project Work Plan,*
- *Community Process Plan*

Task 2: Community and Stakeholder Outreach

We recognize that the Library staff are well aware of the needs of the community, and the deficiencies of the existing facility. We aim to build on this knowledge through a community outreach process that gathers information about the community's needs and goals through an objective process that can be used as a reference document for the Facility Master Plan.

We propose to plan and facilitate a number of scheduled community input meetings to learn at first-hand how people in the community perceive their library, and to learn

about their goals and aspirations. The Woodland Library serves many communities, each with unique needs, uses and ideas. By witnessing this directly, we will be better able to offer recommendations that are effective responses to their needs. If desired, we can offer bilingual meetings and presentations to the community, so that we are able to include the segments of the population that are often not reached by a traditional information gathering process. We could create an online survey to quickly and easily capture information from involved users, allowing us to quantify and consolidate data from them. If our proposal to cover the range of communities with just two meetings is deemed inadequate, we are open to modifying our approach to best meet the Library's needs in this regard.

Meetings:

- 2 Community Outreach Meetings – Noll & Tam, Jennifer Sweeney, Library Staff, City Staff, Library Board of Trustees, community members
- 1 LBC meeting

Deliverables:

- Meeting Notes

Task 3: Demographic Analysis and Projections

Our library consultant, Jennifer Sweeney, MSLS, PhD, a highly experienced library program evaluator and management planner, will conduct a detailed demographic analysis of the City of Woodland and trends in population. Starting with an evaluation of the City of Woodland General Plan Update 2035, our consultant will review data on trends in population growth rates, economic factors, housing, education, health and safety, and community/neighborhood dynamics.

Sources to be consulted will include City of Woodland General Plan Update 2035, California State Library Statistics, Ed-Data, SACOG Information Resource Center data, US Census Bureau City and County Projections, California County-Level Economic Forecast, HealthyCity.org, as well as other information available from the City of Woodland and the Woodland Public Library.

We will also conduct an online survey of community members, reaching library users as well as non-users, delivered via email, to collect information on current and projected library resource use, programming, and information needs. Interviews with key community stakeholders will also be conducted to gather in-depth perspective and knowledge on projected library information and program needs from engaged community members.

This information will inform our understanding of the needs of the community and demographic usage of library facilities and programs, allowing us to identify projected usage needs by group, and project future facility and technological needs, specifically regarding building size, seating, collections, technology, and types of functional spaces. From the results of the analysis, we will prepare an outline program showing the physical space implications of the community needs.

Meetings:

- Individual Outreach Meetings – Jennifer Sweeney and Interviewees
- 1 LBC Meeting

Deliverable:

- Demographic Analysis and Projections Summary Report
- Outline Library Program

Task 4: Current Facility Review

Following the kick-off meeting, we will review all available documentation on the existing facility and prepare CAD base plans (we typically use Revit, so we have a 3D model to work with), so we have an accurate basis for our evaluations.

Our entire engineering team will come to the site to perform an assessment of the existing building and its systems, including:

- Roofing and waterproofing systems
- Architectural building elements
- Stairs and elevators
- Windows and doors
- Accessibility and ADA compliance
- Structural systems (for all four building elements)
- Mechanical and plumbing systems
- Electrical, lighting, and telecommunications systems
- Site elements including access, parking, landscaping, lighting
- Library operations
- Sustainability

In addition, we will review the functional capabilities of the library, the layout, inefficiencies, wasted resources, security, and other aspects of how the library could improve operations, which will require talking with library staff to best understand current and projected needs. We will prepare a summary report that identifies existing building conditions, architectural and engineering deficiencies, and functional limitations.

This information will be collected into a Building Evaluation Report that will be useful in the subsequent design process, providing a basis for key decisions about renovation and construction.

Meetings:

- *On-Site Building Evaluation*
- *Library staff meeting about building operations*

Deliverables:

- *Building Evaluation Report*

Task 5: Facility Growth Analysis

At this point, we will compile all the data we have amassed through analysis of the existing plans, an investigation of the facility, demographic analysis and projections, discussions with Library and City staff, and community input, to identify the ways that the existing facility can be improved to serve the Woodland Community. Our proposed conclusions will include a range of size for the expansion, and a range of possible programmatic elements that appear to be valued in the community. We will review these conclusions with Library and City staff, and/or with the Library Building Committee, receive input, and develop a final draft of a Library Building Program, which will serve as the basis for the conceptual planning alternatives.

Our design team will then develop a number of alternatives for renovation and expansion on the existing site, which would be our preferred site considering the historical significance of the existing facilities, and a desire to maintain continuity and support within the community. We will look at various conceptual ways to improve the library, looking at renovation, selective demolition, expansion, and historical restoration, always trying to find the best value in any given decision.

We will focus on improvements that provide:

- Flexibility
- Efficient Library operations
- Clarity of organization
- Adequate spaces for functional elements
- Comfortable spaces
- Appropriate adjacencies between program units
- Elegant organization of building elements
- Economical re-use of existing building elements, as possible
- Improved structural systems
- Improved MEP systems
- Current and Future technological needs
- Required Code upgrades
- Natural lighting and ventilation
- Better acoustics
- Energy efficiency
- Improved security and life safety
- Good site configurations including parking and attractive landscaping

We propose to prepare an initial set of alternative design options that cover all aspects of the building, and have a range of possible approaches to the renovation. We will review these with the Library Building Committee, select the best ideas to develop, and produce another round of design options for review. The final draft of design alternatives will be developed further and the project scope defined in more detail for costing. The various elements will be organized by type, location, and relationship to each other, to better facilitate the prioritization process.

We will initiate an interactive process with our cost estimator at the beginning of the project and work closely with them to ensure that the estimates accurately reflect the scope of work in the design. Our cost estimator, David Cobb of TBD, is highly experienced, with a special focus on library projects. We have worked with David on a number of projects and have always found him knowledgeable and accurate.

David will prepare a construction cost estimate for each building element, so each element can be considered on an individual basis for inclusion in any phase.

We will then establish a clear methodology for prioritizing the proposed projects and costs. Each project will be categorized as:

“Must Do”

Code requirements
Life safety
Critical need

“Should Do”

Cost / Benefit
Significant program improvement
Compelling rationale
Special opportunity
Community support
Political issues

“Could Do”

As funding allows
Fundraising potential
Program improvement

The project will be ranked, and linked together into rational groupings for discussion purposes and for deciding how they could be phased for implementation. Availability of funding over a long time frame will be considered, to create a realistic project timeline.

We will develop a proposed Implementation Timeline with the LBC, and ensure that it is reasonable, practical, and has

achievable goals. The cost projections for each project will be input in developing a cash flow model that will be tested against funding strategies to ensure that it is realistic. The ranking of the projects and the timeline will be adjusted as each of these factors is accounted for and the implications known. It may go through several drafts, with revisions, before a final draft is ready to be published. Our initial thoughts about the Timeline are attached, as a starting point for discussion.

Meetings:

- *4 LBC meetings*

Deliverables:

- *Conceptual Building Plans, including individual projects, costs, and prioritization*

Task 6: Recommendations

This section will be the proposed implementation plan, and will incorporate all the various capital improvement projects that are planned to take place over the 20-year horizon of the Master Plan. Available funding in the short and long term will determine which projects go first, and the costs will account for all project costs including construction, soft costs, and escalation. It will be worked out in consultation with the LBC, and other stakeholders as appropriate. The final public meeting is for the purpose of updating the community with the results of the process.

Meetings:

- *2 LBC meetings*
- *Community Outreach Meeting*

Deliverables:

- *Recommended Implementation Plan*
- *Proposed Schedule for Implementation*

Task 7: Facility Master Plan

The final document will be organized into several major sections, as follows:

- Executive Summary
- Introduction
- Needs Assessment
- Summary of the community participation process
- Recommendations: plans, project descriptions, cost estimates,
- Implementation plan, phasing, schedule, and financial
- Funding strategies
- Appendices (demographics, data, surveys, acknowledgments, etc.)

The Facilities Master Plan will be published in a variety of forms, with full and summary versions, and stand-alone sections for certain key elements. We will provide of printed copies, as well as electronic copies in editable and Adobe PDF format for reproduction, transmittal, and future editing.

Meetings:

- *Close-Out Meeting*

Deliverables:

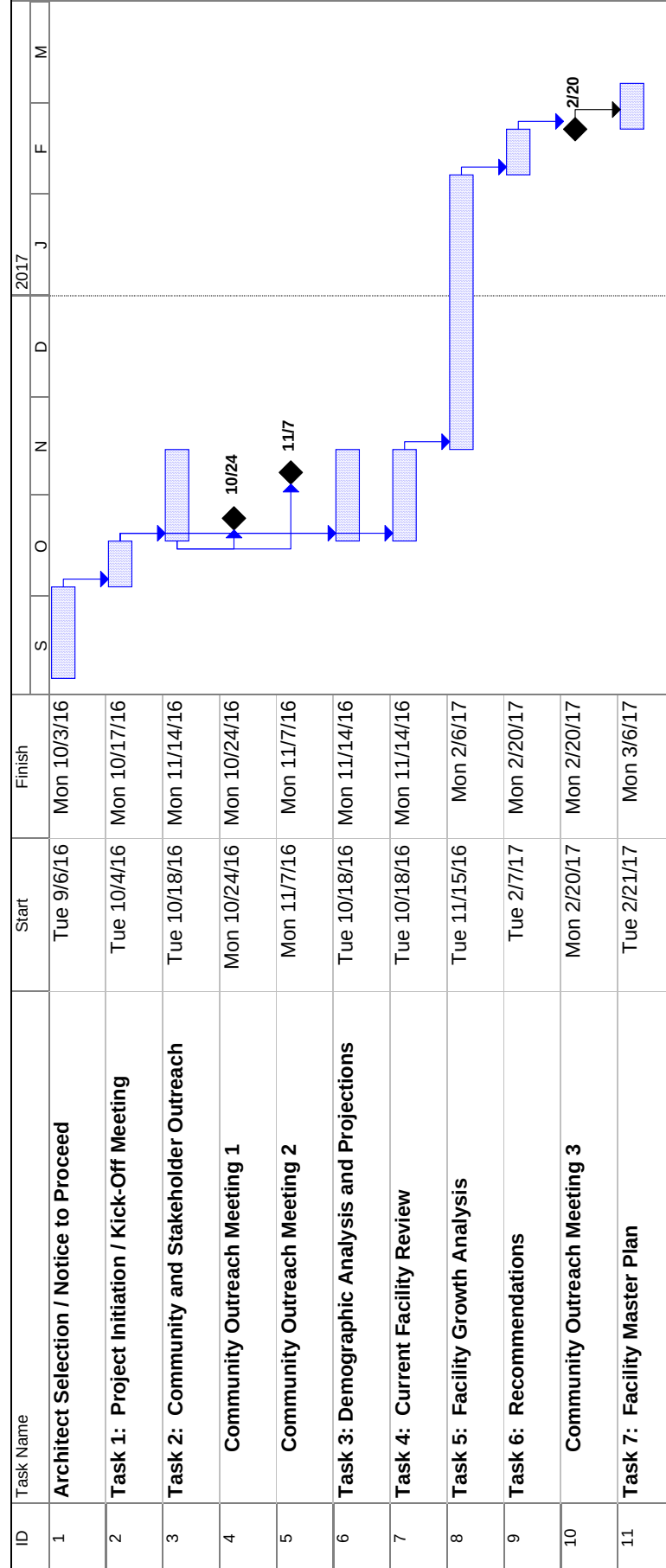
- *Facility Master Plan*

Woodland Library Facility Master Plan

Woodland, California

Proposed Project Schedule

22 August, 2016



Quality Assurance

Quality Assurance

Even though this project is in the early master planning phase, we often assist our clients in establishing realistic budgets and provide comparative rough order of magnitude costs for alternative schemes. We are accustomed to designing projects in the public sector in a public bid setting and understand how to plan for all of the appropriate contingencies and project costs. In the last several years, all of our municipal projects have bid on or under budget.

The difference between the bid from the contractor and the final cost to the City rests to a large extent on the quality and thoroughness of the construction documents, plans, and specifications. Over many years of preparing documents for public low bids, we have developed a rigorous approach that has resulted in an impressive record. Starting with highly experienced staff, we carefully plan out our work and the products we will be delivering at each project milestone, incorporate independent QA reviews in each phase, and produce a complete, thorough, detailed, clear, and well-coordinated set of plans and technical specifications.

A successful example of a project that bid below budget is the Los Gatos Library. Noll & Tam conducted extensive in-house milestone reviews of our drawings at each phase of the project. Our estimator also performed a cost estimate at the end of each design phase. The project was on budget or under at each estimate. During the construction document phase, the Town's construction manager performed a peer review resulting in a value engineering exercise that provided better value without sacrificing quality or function. All of the bids came in under the final construction cost estimate of \$14,476,000. The accepted bid was \$11,600,000. The five lowest bidders were within 2% of each other, a testament to a tight set of construction documents. The project was completed last year, with document-related change orders of 1.1% - well below industry standard.



Los Gatos Library

Pricing

Woodland Library Facility Master Plan

FEE PROPOSAL

		TOTALS
Basic Service	Consultant	
Architectural Services	Noll & Tam Architects	\$110,650
Structural Engineering	Buehler & Buehler	\$4,950
Mechanical Engineering	Capital Engineering	\$2,750
Electrical Engineering, Lighting, Telecom/Fire Alarm	O'Mahony & Myer	\$3,300
Cost Estimating	TBD Consulting	\$5,500
Demographic Analysis	Jennifer Sweeney	\$6,600
Subtotal Basic Services		\$133,750
Reimbursable Expense Allowance		\$2,000
Total Proposed Fees		\$135,750

Basis of Proposal

1. Scope and Fees are based upon the Scope of Work described in the RFP, and as described in more detail in the Project Work Plan.
2. Community involvement process includes a total of three (3) community outreach meetings in Task 2 and Task 6. If additional meetings are needed, they can be added as an additional service.
3. A total of eleven (11) meetings with Library/City/Staff/LBC are included. If additional meetings are needed, they can be added as an additional service.
4. We have done our best to provide for a full and complete scope of services to accomplish the goals described in the RFP, while at the same time have tried to be economical about what we have proposed. We would be happy to modify our scope and fees as necessary to best align with the Library's overall goals and budgetary constraints. Please don't hesitate to ask.

Not Included in Proposal

1. Architectural renderings and illustrations. Draft 3D visualizations will be provided as part of the design conceptualization process, but final renderings, if needed, can be provided as an additional service.
2. Additional meetings, presentations, or community outreach can be provided as an additional service.
3. Services, products, or meetings not described in the Proposal.

Samples

Samples

We have included samples of our master planning experience in the enclosed CD. They include:

- Berkeley Branch Libraries Facilities Master Plan
- Berkeley Central Library
- Dixon Public Library



Berkeley Central Library

Supplemental Material

Berkeley Branch Libraries Facilities Master Plan

Berkeley Public Library

In 2008, Noll & Tam conducted a facilities master plan for the Berkeley Public Library's branch libraries. The Berkeley Public Library, established in 1893, is one of the most heavily used public library systems in California. We evaluated the four branches – Claremont, North Branch, West Branch, and South Branch, which includes a Tool Lending Library – to determine how they were responding to the needs of the community and what was needed to bring them up to current standards. The branches were also measured against one another to establish a system standard and make sure deficiencies between the branches were addressed. The final plan provides relevant information to allow Library Administration and the Board of Library Trustees to set priorities and develop implementation scenarios for the next 20 years. Our report was also used as the basis for a \$26 million City bond measure that passed in November 2008 and subsequently funded renovation and expansion of the four branches.

Team Members:

Chris Noll – Principal-in-Charge

Alyson Yarus – Job Captain

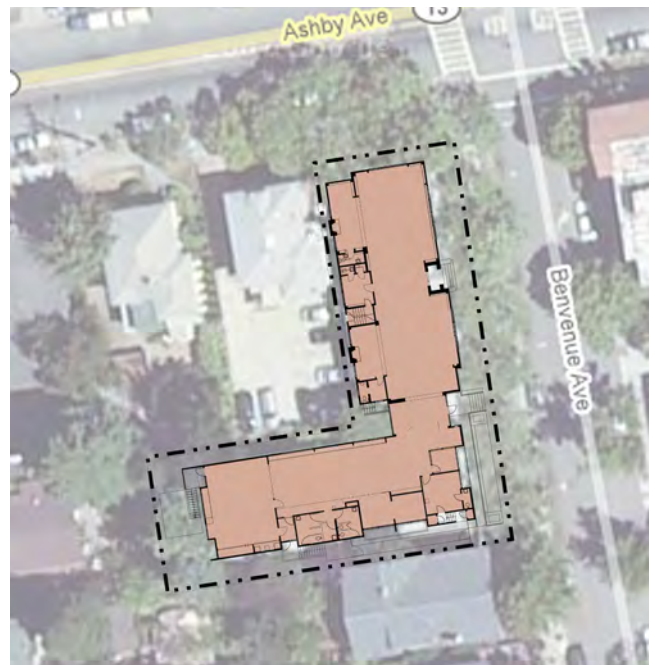
The PDF File of this study is included on the CD.



North Branch



West Branch



Claremont Branch



South Branch

Berkeley Central Library

Berkeley Public Library

Noll & Tam Architects is providing space planning and design services for improvements to the Central Library public spaces. This project has two phases; the first consists of programming, building upon the findings and recommendations in the Page & Moris report, and conceptual design services, developing and recommending cost-effective alternatives and solutions to improve interior public spaces within the existing square footage and without substantial structural modification. A second phase consists of design development and construction. Project components will be phased in to allow for operation on some floors while select areas are under renovation, negating the need to close the Central Library.

Team Members:

Chris Noll – Principal-in-Charge

Alyson Yarus – Project Manager

Trina Goodwin – Project Architect



The PDF File of this study is included on the CD.



Alameda Branch Libraries Feasibility Study & Renovation

Alameda Free Library

Noll & Tam was initially hired to perform a feasibility study to evaluate a “wishlist” of ideas for the renovation of two branch libraries in the City of Alameda, relative to a very limited budget. We worked closely with Library administration, City staff and the library improvement board to define the scope that would give them the most “bang for the buck” and still correct major building deficiencies. The renovations included accessibility upgrades; HVAC replacement; electrical and data system upgrades; new furniture, lighting fixtures, interior and exterior paint, flooring/carpeting and window coverings; new space plans for each branch; and structural and seismic upgrades for the historic West End branch.

Team Members:

Chris Noll – Principal-in-Charge

Alyson Yarus – Project Manager



Bay Farm Island Branch



West End Branch

American Canyon Library

Napa City-County Library

The library for American Canyon is a creative renovation project that brings a versatile multi-use library to the community. Noll & Tam Architects' design for this 5,376-square-foot branch of the Napa City-County Library system includes spaces for children, young adults, general reference, periodicals and computers. A community meeting room provides a separate area for children's programs and is also available to the public for meetings and special events after the library is closed.

The Crawford Building, original built as a bank in the 1980s, also served as the American Canyon City Hall. Because there were no original drawings available for the renovation the first phase included an interior demolition to reveal the structure. This allowed for features that otherwise would not have been possible, such as the skylight, which has transformed the space.

Team Members:

Chris Noll – Principal-in-Charge

Alyson Yarus – Project Manager

Trina Goodwin – Interiors Architect



Napa Main Branch Library

Napa City-County Library

Noll & Tam is currently in the bidding phase of a project at the Napa Main Branch Library. The \$2.5M remodel will address administration and circulation areas and pay special attention to the Children's area. We are expanding the storytime space and adding new lighting and ceiling features to support a "forest of books" theme introduced by a much-loved existing mural on the wall. A new entry feature will create a welcoming portal into the updated 4000-sqft. Children's area.

We are also updating interior finishes, furniture and lighting throughout to provide the busy library with vibrant and welcoming public space. Improvements for staff include

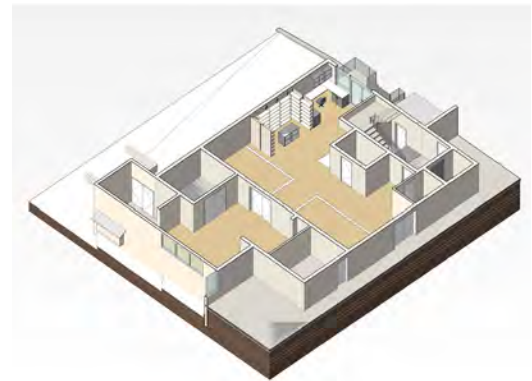
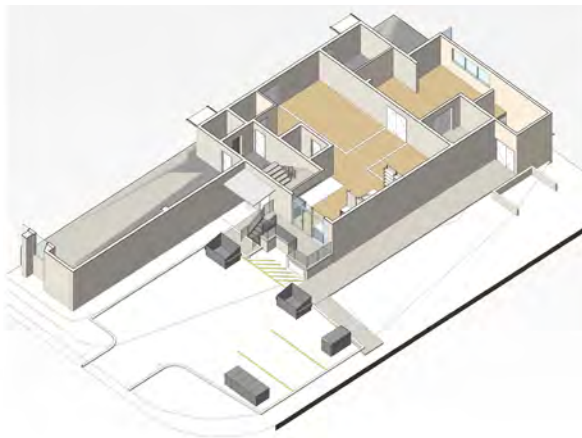
updates to the administration offices as well as a redesign of the book circulation systems to improve operations and functionality. In order to utilize existing space, a garage is being reconfigured into an office and storage space for the Friends of the Library. The project is anticipated to start construction in fall of 2016.

Team Members:

Chris Noll – Principal-in-Charge

Alyson Yarus – Project Manager

Trina Goodwin – Interiors Architect



1 CHILDREN'S AREA



2 EXTERIOR VIEW - CHILDREN'S ADDITION



3 CHILDREN'S AREA - FOREST OF TREES PORTAL

Dixon Public Library

Dixon Public Library District

Noll & Tam Architects worked on the Building Evaluation and Master Plan for the historic Carnegie Dixon Public Library allowing the City's library resources to meet the challenges of a growing community. Noll & Tam worked together with the City, Library, and our historical consultant to identify six new design options for renovating and expanding the current facility within the historical context. Our final schemes included three detail conceptual plans identifying new space planning options. Evaluations were also provided for the Carnegie and its two additions to determine how best to renovate those spaces. Our recommendations for new programs and services will ensure future optimum library services in Dixon for the next 20 years.

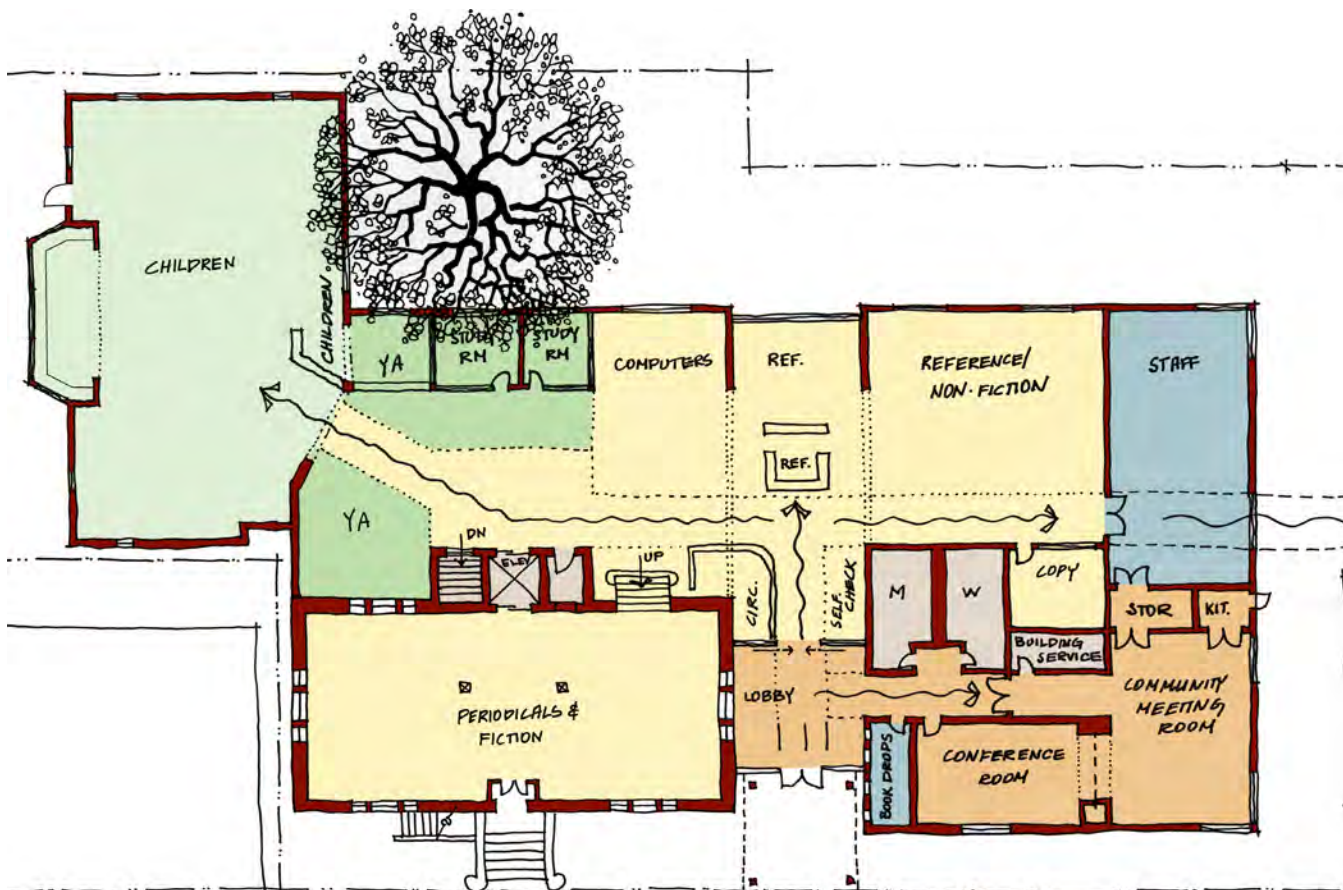
Team Members:

Chris Noll – Principal-in-Charge

Alyson Yarus – Project Manager



The PDF File of this study is included on the CD.



Golden Gate and Temescal Branch Libraries

Oakland Public Library

These two striking historic landmark buildings were originally constructed in 1918, under the Carnegie Library program. However, in order to comply with the City of Oakland's Unreinforced Masonry (URM) Ordinance, the buildings required life-safety upgrades. Starting with a previous study that recommended significant alterations to the building's historical fabric, Noll & Tam initiated an intensive investigation into alternative structural approaches that utilized the CBC and the State Historic Building Code. Our conclusions eliminated most alterations to the historically significant interior and exterior finishes, and cost less. In addition, we added new exterior elevators to both buildings to access the basement meeting rooms and main reading room floor levels. Other project elements included historical restoration of the library reading rooms, administrative spaces, and public meeting rooms, ADA upgrades, new code historical upgrades, lighting, telecommunications and networking systems, electrical upgrades, mechanical systems, and overall renovation of interior finishes.

Team Members:

Chris Noll – Principal-in-Charge

Alyson Yarus – Project Manager



Temescal Branch Library



Golden Gate Branch Library

noll&tam
architects and planners

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Legislation Text

8.

File #: 16-820, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: November 15, 2016****SUBJECT: Second Reading and Adoption of Ordinance No. 1606 amending Article 14, Chapter 14 of the Woodland Municipal Code related to Towing Services**

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1606 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 adopt Ordinance No. 1606 amending various sections of Article 14, Chapter 14, of the Woodland Municipal Code related to Towing Services.

Prepared 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. 1606

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

9.

File #: 16-823, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Second Reading and Adoption of Ordinance No. 1604 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 adopt Ordinance No. 1604 amending City Municipal Code Sections 2-2-1 and 2-2-3 related to rotation of Mayor and Mayor Pro Tempore.

Discussion

The City Council, during its July 19, 2016 meeting, took action to appoint Council member Barajas to fill the position of Mayor Pro Tempore vacated by the resignation of Council member Dr. Bill Marble.

At the same time, the City Council discussed the term (duration) for individuals who hold the office of mayor and mayor pro tempore, given that the Municipal Code had recently been amended (March 2015), in conjunction with the transition to Council District elections, such that the office of mayor and mayor pro tempore would be held for two years through the 2018 municipal election, and then transition to one-year rotating terms starting after the 2018 election.

The City Council directed staff to prepare an ordinance to amend the municipal code to provide that the office of mayor and mayor pro tempore would commence rotating one-year terms following the November 2016 election.

The first reading of this ordinance was approved at the October 4, 2016 Council meeting.

Prepared by: Ana B. Gonzalez, City Clerk



Paul Navazio, City Manager

Attachment: Ordinance No. 1604

ORDINANCE NO. 1604

AN ORDINANCE OF THE CITY OF WOODLAND AMENDING SECTIONS 2-2-1 AND 2-2-3 OF THE WOODLAND MUNICIPAL CODE RELATED TO MAYOR AND MAYOR PRO TEMPORE SELECTION AND ROTATION PROCESS

WHEREAS, the City Council of the City of Woodland has reviewed its Municipal Code concerning the rotation process for selecting the mayor and mayor pro tempore; and

WHEREAS, Section 2-2-1 of the Municipal Code currently provides that each year the City Council shall meet and designate its presiding officer, who shall serve as mayor, and that the mayor shall serve for a term of one year beginning in the year 2018; and

WHEREAS, Section 2-2-3 of the Municipal Code also currently provides that the City Council shall designate one of its members as mayor pro tempore at the same meeting at which the mayor is selected, and that the mayor pro tempore shall serve for a term of one year beginning in the year 2018; and

WHEREAS, the existing mayoral rotation procedures, in particular the transition to one-year terms for the mayor and mayor pro tempore beginning in 2018, were implemented to provide a transition period to allow for the then-serving mayor pro tempore to finish his term uninterrupted during the City's change from at-large elections to by-district elections in November 2016; and

WHEREAS, due to an unforeseen vacancy of the mayor pro tempore position prior to the November 2016 election, the City Council has determined that it is no longer necessary or desirable to wait until 2018 to transition the mayor and mayor pro-tempore positions to one year terms; and

WHEREAS, the City Council of the City of Woodland therefore desires to amend Sections 2-2-1 and 2-2-3 of the Municipal Code to implement a one-year term for mayor and mayor pro tempore following the certification of the November 2016 election results.

NOW, THEREFORE, the City Council of the City of Woodland, California, does hereby ordain as follows:

Section 1. Section 2-2-1 of Article II of Chapter 2 of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 2-2-1. - Appointment and removal.

- (a) During the first city council meeting following the certification of election results after any general municipal city election at which council members are elected and during the first city council meeting in December of every odd year beginning in 2017, the city council shall meet and designate its presiding officer who shall have the title of mayor. The council member who served as mayor pro tempore in accordance with Section 2-2-3 immediately

prior to this meeting shall be designated as mayor. The mayor shall serve a term of one year. The mayor shall serve in this capacity at the pleasure of the city council.

- (b) Should the person who was selected as mayor pro tempore in accordance with Section 2-2-3 no longer be a council member at the time of the above-referenced meeting, the remaining council members shall select one of their number as mayor by a majority vote.

Section 2. Section 2-2-3 of Article II of Chapter 2 of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 2-2-3. - Mayor pro tempore.

At the same meeting at which the mayor is selected in accordance with Section 2-2-1(a), the city council shall also designate one of its members as mayor pro tempore, who shall perform the duties of the mayor during the mayor's absence or disability. The mayor pro tempore shall be selected from among the council members on a rotating basis in accordance with their district numbers. The mayor pro tempore shall serve in this capacity for one year and shall serve at the pleasure of the city council.

Section 3. Effective Date and Notice. 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 by the City Council this 15th day of November, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

10.

File #: 16-821, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: November 15, 2016****SUBJECT: FY2016/17 Quarterly Budget Update****Recommendation for Action:** Staff recommends that the City Council:

- 1) Receive an informational report representing the FY2016/17 First Quarter Budget Update, and
- 2) Approve an updated Employee Summary - Authorized Full-Time Equivalent Staffing List (Attachment C), reflecting position changes/re-classifications approved since the adoption of the FY2016/17 budget.

Staff ContactEvis Morales, Senior Finance Analyst - (530) 661-5923, evis.morales@cityofwoodland.org**Council Goal**

This update supports the City's goal of Fiscal Responsibility by providing regular and timely updates of budget information to the City Council and public.

Fiscal Impact

This informational item represents City-wide revenue and expenditure (1) unaudited results for all 12 periods of activity in fiscal year 2015/16 and (2) results through the first three periods of fiscal year 2016/17.

Discussion

This report summarizes the All Funds revenue and expenditure results through the fourth (4th) quarter of fiscal year 2015/16 and through first (1st) quarter of fiscal year 2016/17. In addition, the report highlights revenues and expenses in the General Fund through the fourth (4th) quarter in fiscal year 2015/16 and through the first quarter of fiscal year 2016/17.

Highlights of the fiscal year 2015/16 results (Attachment A) include the following:

- All Funds revenues through the fourth quarter of 2015/16 were \$140.5 million or 82% of the amended budget.
- General Fund revenues were \$48.2 million or 6% more than the amended budget.

- ✓ *Property tax payments for fiscal year 2015/16 totaled \$10.2 million or 1% over amended budget.*
 - ✓ *Sales Tax payments for fiscal year 2015/16 resulted in \$19.7 million or 3% over amended budget. Sales tax revenue received includes the City's 1% local share, one-time adjustments, Measure E, and Measure J.*
 - ✓ *Licenses and Permits exceeded amended budget by \$946,864 or by 51% of amended budget due to unanticipated residential, commercial/industrial development, and business license activity throughout the fiscal year.*
-
- Enterprise Funds resulted in \$36.9 million or 54% of amended budget largely due to Surface Water Project/Aeration SRF budgeted loan reimbursements that are technically not considered revenues, per accounting rules. Also, \$2.7 million in anticipated revenue was not realized due to decrease water usage by residential/commercial customers.
 - Through the fourth quarter of fiscal year 2015/16, All Funds expenditures totaled \$147.7 million, or 79% of the amended budget. General Fund expenditures totaled \$45.7 million, or 97% of the amended budget.
 - Based on unaudited results for FY2015/16, the ending unreserved fund balance in the General Fund stands at \$12.6 million which represents a reserve level of 29.4% of revenues and is \$743,233 over the level assumed by staff during the preparation of the FY2016/17 budget.
-
- ✓ *The preliminary results for fiscal year 2015/16 show that the General Fund ended the year with a net increase in unreserved fund balance of \$306,761. In preparation of the fiscal year 2015/16 budget, a net decrease of \$474,758 was assumed. The originally budgeted net decrease in fund balance was attributed to one-time expenses to be paid for out of excess fund balance.*
 - ✓ *During the development of the fiscal year 2016/17 adopted budget, projections were made for the ending of the fiscal year 2015/16 (Forecasted FY2015/16); revenues were assumed to be \$46.1 million; actual results came in over that target by \$2.07 million. This variance resulted from better than expected revenue from property taxes, sales tax and permit fee revenues. Most notable was permit fee revenue with \$946,864 over projected revenue.*
 - ✓ *Expenditures ended the year under the projected \$46.9 million by \$1.2 million. The largest savings occurred as a result of savings in discretionary supplies and services by departments.*

Highlights of the fiscal year 2016/17 first quarter results (Attachment B) include the following:

- All Funds revenues through the first quarter of 2016/17 are \$22.6 million, or 13% of the amended budget.
- Through the end of the first quarter, General Fund revenues were \$4.1 million or 9% of amended budget.
 - ✓ *The City will not receive the first installment of property tax payments until January 2017. Information received from Yolo County indicates that the total assessed value increased by 4.95% from the prior year; the FY2016/17 budget assumed a 3% growth factor.*
 - ✓ *Sales Tax payments received through the month of September were slightly over \$1.4 million, or 7% of amended budget.*
 - ✓ *The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May.*
- Through the first quarter of FY2016/17, All Funds expenditures (not including encumbrances) totaled \$34.9 million, or 21% of the amended budget. General Fund expenditures totaled \$9.5 million, or 20% of the amended budget.
- Updated revenue and expenditure projections will be provided in conjunction with the fiscal year 2016/17 mid-year informational update.

Conclusion

Staff recommends that the City Council receive this informational report that represents the quarterly budget update - including unaudited FY2015/16 year-end results as well as revenues and expenditures through first quarter of FY2016/17 (through September 30, 2016). Staff also recommends that the City Council approve an updated Authorized Full-Time Equivalent Staffing List (Attachment C).

Prepared by: Evis Morales, Senior Finance Analyst

Reviewed by: Kimberly McKinney, Finance Officer



Paul Navazio, City Manager

Attachments: Attachment A - Fiscal Year 2015/16 Budget Tables
Attachment B - Fiscal Year 2016/17 Budget Tables
Attachment C - Updated Employee Summary
Updated Citywide FTE Resolution

ATTACHMENT A

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2015/16 Revenues						
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)		%
General Fund	\$ 43,961,913	\$ 45,579,351	\$ 48,194,793	\$ 2,615,442		106%
Special Revenue	\$ 6,991,558	\$ 14,380,225	\$ 9,015,528	\$ (5,364,697)		63%
Debt Service	\$ 2,595,582	\$ 2,595,582	\$ 2,602,119	\$ 6,537		100%
Development/Capital	\$ 15,914,137	\$ 15,935,737	\$ 23,380,252	\$ 7,444,515		147%
Enterprise Funds	\$ 68,715,059	\$ 68,820,493	\$ 36,924,637	\$ (31,895,856)		54%
Internal Service	\$ 14,138,370	\$ 15,008,882	\$ 15,229,228	\$ 220,346		101%
Successor Agency	\$ 956,161	\$ 956,161	\$ 1,125,346	\$ 169,185		118%
Agency	\$ 5,058,681	\$ 7,901,581	\$ 4,078,939	\$ (3,822,642)		52%
Total All Funds	\$ 158,331,461	\$ 171,178,012	\$ 140,550,841	\$ (30,627,171)		82%

- All Funds revenues through the fourth quarter of 2015/16 were \$140.5 million or 82% of the amended budget.
- General Fund revenues were \$48.2 million or 6% more than the amended budget. Table 4 depicts the differences between general fund revenue types in more detail.
- Measure E fund is included in the Development/Capital fund category and \$4.9 million or 109% of the amended budget in sales tax revenues associated with Measure E was received.
- Due to better than expected development, citywide development impact fee revenues were \$2 million more than budget and Spring Lake Infrastructure Fees (SLIF) were approximately \$3.8 million more than budget. Lastly, Measure E revenue and other reimbursements that resulted in favorable variances contribute to the better than expected results.
- Enterprise Funds resulted in \$36.9 million or 54% of amended budget largely due to Surface Water Project/Aeration SRF budgeted loan reimbursements that are technically not considered revenues, per accounting rules. Also, \$2.7 million in anticipated revenue was not realized due to decrease water usage by residential/commercial customers.
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds totaled \$4 million or 52% of the amended budget due to bond proceeds that were originally expected to be recorded in this category, but were instead recorded in a Development/Capital fund in accordance with audit requirements.

Table 2 – All Funds 2015/16 Expenditures by Fund

FY2015/16 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Internal Service	\$14,474,846	\$16,171,013	\$15,165,082	\$1,005,930	94%
General Fund	\$44,436,671	\$47,079,843	\$45,717,624	\$1,362,219	97%
Enterprise Funds	\$55,509,262	\$64,128,561	\$50,866,145	\$13,262,416	79%
Special Revenue	\$7,605,010	\$15,653,891	\$9,100,739	\$6,553,152	58%
Development/Capital	\$8,454,565	\$14,275,658	\$9,726,049	\$4,549,610	68%
Successor Agency	\$994,729	\$2,043,469	\$2,219,114	(\$175,645)	109%
Springlake	\$2,620,195	\$11,148,548	\$6,977,246	\$4,171,302	63%
Debt Service	\$2,599,593	\$2,599,593	\$2,602,586	(\$2,993)	100%
Agency	\$5,579,264	\$14,188,161	\$5,351,678	\$8,836,483	38%
Total All Funds	\$142,274,135	\$187,288,737	\$147,726,263	\$39,562,474	79%

- Through the fourth quarter of fiscal year 2015/16, All Funds expenditures totaled \$147.7 million, or 79% of the amended budget. General Fund expenditures totaled \$45.7 million, or 97% of the amended budget.
- Operating expenditures stayed within amended budget for most categories.
- The General Fund resulted in \$45.7 million or 97% of amended budget due to savings in Supplies & Services of \$1.2 million, which includes \$239,675 of unallocated Measure J funds (part of Measure J fund balance).
- Enterprise Funds resulted in \$50.8 million or 79% of amended budget due to many capital projects that did not incur expenses to their estimated budget in FY16. Unspent budget will carry-forward to FY17 and be available for project expenses. These include Water Maintenance Repairs (\$5.2 million), New ASR Well Construction (\$5.1 million), and Oxidation Ditch Aeration Retrofit (\$1.7 million).
- Development/Capital funds resulted in \$9.7 million or 68% of amended budget due to a few large projects slowly incurring expenses. These include Kentucky Avenue Widening (\$1.6 million), North Gibson Detention Ponds (\$1.3 million), New Traffic Signal – Freeway Drive and East Main (\$450,000), and Library MakerSpace (\$600,000).
- Successor Agency budget resulted in \$2.2 million or 109% of amended budget due expenditures exceeding budget as a result of a change in accounting methodology related to amortization of the City's loans receivable balances.
- The City's Spring Lake Fund ended the fiscal year with \$6.9 million in expenses or 63% of budget due to a number of planned infrastructure projects that were not initiated in FY16. Examples of projects include Parkland Ave/ Heritage Parkway Road/Sewer/Water Main project (\$3.3 million) and Farmer's Central Road Extension (\$1.6 million).
- Agency Funds reflect expenditures of \$9.4 million or 66% of amended budget. Budgeted Expenses in this fund were underspend due to Spring Lake bond refunding reimbursement expenses to developers appropriately recorded in Development/Capital funds.

Table 3 – All Funds Expenditures by Department

FY2015/16 Expenditures							
	Original Budget	Amended Budget	Year-to Date Actuals		Difference Favorable/ (Unfavorable)		%
Administrative Services	\$ 14,766,285	\$ 15,885,825	\$ 15,190,834	\$	694,990		96%
Community Development	\$ 6,077,977	\$ 6,705,867	\$ 6,617,493	\$	88,375		99%
Community Services	\$ 4,307,568	\$ 5,680,970	\$ 4,423,951	\$	1,257,019		78%
Public Safety	\$ 26,990,703	\$ 27,721,981	\$ 27,029,233	\$	692,748		98%
Library	\$ 1,789,132	\$ 1,907,030	\$ 1,900,414	\$	6,616		100%
Public Works	\$ 29,730,402	\$ 32,212,293	\$ 28,580,062	\$	3,632,231		89%
Capital Improvements	\$ 29,109,722	\$ 58,158,958	\$ 28,139,312	\$	30,019,646		48%
Non-Departmental	\$ 29,502,346	\$ 39,015,812	\$ 35,844,963	\$	3,170,849		92%
Total All Departments	\$ 142,274,135	\$ 187,288,737	\$ 147,726,263	\$	21,302,325		79%

- As of the end of the fourth quarter of fiscal year 2015/16, all operating departments managed to stay within the approved amended budget.
- Administrative Services ended with savings of \$694,990 across all funds. A large part of this savings was attributed to Technology Services underspending budget by \$342,666.
- Community Services expenditures were under budget by 22% due to CDBG and Housing related projects not incurring expenses due to timing. These expenses are expected to be incurred in FY17.
- Public Safety – Savings of \$438,522 were attributed to Police while Fire savings added \$254,226.
- Public Works ended FY16 with \$28.5 million in expenditures across all funds or 89% of amended budget. There were large savings in the Vehicle Replacement Fund (\$834,597), the Environmental Compliance Fund – designated for the City’s solar project (\$939,299), and smaller savings across all other operational funds that contributed to year-end unexpended money.
- Capital Improvements budget was underspent by \$30.01 million or 48% of budget; however, this remaining balance in funds has been carried-over to the fiscal year 2016/17 budget.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2015/16 General Fund Revenues							
	Original Budget		Amended Budget	Year-to Date Actuals		Difference Favorable/ (Unfavorable)	%
Property Tax	\$ 10,151,639	\$	10,192,793	\$ 10,278,650	\$	85,857	101%
Sales Tax	\$ 18,489,878	\$	19,122,738	\$ 19,761,739	\$	639,001	103%
Other Taxes	\$ 1,143,267	\$	1,401,421	\$ 1,590,049	\$	188,628	113%
Franchise Fees	\$ 2,159,282	\$	2,159,282	\$ 2,299,902	\$	140,620	107%
Licenses/Permits	\$ 1,679,785	\$	1,874,354	\$ 2,821,218	\$	946,864	151%
Fines/Forfeitures	\$ 244,356	\$	279,506	\$ 351,054	\$	71,548	126%
Service Charges	\$ 628,122	\$	636,140	\$ 896,474	\$	260,334	141%
Motor Vehicle In Lieu	\$ 4,278,708	\$	4,383,930	\$ 4,407,140	\$	23,210	101%
Intergovernmental	\$ 423,148	\$	404,386	\$ 438,263	\$	33,877	108%
Lease/Interest Income	\$ 125,540	\$	88,665	\$ 166,027	\$	77,362	187%
Miscellaneous	\$ 4,499,810	\$	4,897,758	\$ 5,020,899	\$	123,141	103%
Transfers	\$ 138,378	\$	138,378	\$ 163,378	\$	25,000	118%
Total General Fund	\$ 43,961,913	\$	45,579,351	\$ 48,194,793	\$	2,615,442	106%

*Amended Budget are revenues forecasted during the FY2016 Mid-Year review.

- The City received all installments of property tax payments for fiscal year 2015/16. The results were \$10.2 million or 1% over amended budget.
- Sales Tax payments for fiscal year 2015/16 resulted in \$19.7 million or 3% over amended budget. Sales tax revenue received includes the City's 1% local share, one-time adjustments, Measure E, and Measure J.
- Other Taxes category totaled \$1.6 million or 13% greater than the amended budget due to Transit Occupancy Tax collected coming in at 28% over revenue expectations.
- Licenses and Permits exceeded amended budget by \$946,864 or by 51% of amended budget due to higher than expected residential, commercial/industrial development, and business license activity throughout the fiscal year.
- Service Charges resulted in \$260,334 or 41% over amended budget due to increased revenue in recreation programs.
- Miscellaneous revenues resulted in \$123,141 or 3% over budget. Revenues that exceeded budget include a one-time \$42,750 settlement based on a court ruling related to bypass property, \$55,698 Fire Assessments (County properties outside of Woodland City limits that Fire services are provided for), and other miscellaneous payments that total the remainder.

Table 5 – General Fund Expenditures by Category

FY2015/16 General Fund Expenditures						
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%	
Personnel	\$ 25,302,036	\$ 26,549,035	\$ 26,217,042	\$ 331,993	99%	
Supplies & Services	\$ 6,765,043	\$ 7,688,921	\$ 6,420,147	\$ 1,268,774	83%	
Education & Training	\$ 258,274	\$ 305,827	\$ 262,541	\$ 43,286	86%	
Debt Service	\$ 210,140	\$ 210,140	\$ 210,140	\$ 0	100%	
Capital Expenditures	\$ -	\$ 89,648	\$ 123,900	\$ (34,253)	138%	
Non-Discretionary	\$ 5,727,519	\$ 5,879,346	\$ 5,796,243	\$ 83,104	99%	
Operating Transfers	\$ 6,173,659	\$ 6,356,926	\$ 6,687,611	\$ (330,685)	105%	
Total All Categories	\$ 44,436,671	\$ 47,079,843	\$ 45,717,624	\$ 1,362,219	97%	

- End-of-year, fourth quarter of FY2015/16 General Fund expenditures totaled \$45.7 million or 97% of the amended budget.
- Personnel expenses resulted in 99% of the amended budget.
- Both Supplies & Services/ Education & Training categories resulted in combined savings of \$1.3 million.
- Of the \$1.2 million in Supplies & Services savings, \$239,675 is attributed to unspent unallocated Measure J funds (part of Measure J fund balance).
- Capital Expenditures exceeded budget by \$34,253 or 38% as a result of Fire related equipment and Community Service department's purchase of an aquatic obstacle course.
- Operating Transfers exceeded budget by \$330,685 or 5% largely due to better than expected Measure E revenues (tax revenues are received in the General Fund and then transferred to the Measure E fund for project expenditures).

Table 6 – General Fund Expenditures by Department

FY2015/16 General Fund Expenditures						
	Original Budget	Amended Budget	Year-to Date Actuals		Difference Favorable/ (Unfavorable)	%
Administrative Services	\$ 2,740,312	\$ 2,933,869	\$ 2,802,505	\$	131,364	96%
Community Development	\$ 2,556,920	\$ 2,991,642	\$ 2,792,758	\$	198,884	93%
Community Services	\$ 3,163,258	\$ 3,311,317	\$ 2,924,823	\$	386,495	88%
Public Safety	\$ 25,946,648	\$ 26,677,926	\$ 26,236,689	\$	441,238	98%
Library	\$ 1,669,847	\$ 1,742,752	\$ 1,768,936	\$	(26,184)	102%
Public Works	\$ 2,799,169	\$ 2,951,587	\$ 2,618,742	\$	332,845	89%
Capital Improvements	\$ -	\$ 4,000	\$ 608	\$	3,392	15%
Non-Departmental	\$ 5,560,517	\$ 6,466,749	\$ 6,572,564	\$	(105,815)	102%
Total All Departments	\$ 44,436,671	\$ 47,079,843	\$ 45,717,624	\$	1,362,219	97%

- After fourth quarter of FY2015/16, most departments ended the year slightly under spent.
- Library exceeded budget by \$26,184 or 2% due to Temporary Staff costs exceeding budget. Staff had anticipated these cost overages at mid-year but did not amend Library's temporary staff budget since the overall amended personnel budget was anticipated to have enough savings to offset the shortfall.
- Non-Departmental costs reflect expenses 2% over amended budget. This is due to \$310,920 transferred to the Measure E fund in excess of budget. The Measure E transfer was a result of better than expected revenues received. Savings such as unallocated Measure J funds and smaller amounts in other program areas assisted in limiting the unfavorable difference to only (\$105,815).

Table 7 – General Fund Forecast

General Fund	Forecasted FY2015/16	Unaudited Actuals FY 2015/16	Difference	Adopted FY2016/17	Amended FY2016/17	Difference
Beginning Balances	\$ 12,380,088	\$ 12,380,088	\$ -	\$ 11,943,615	\$ 11,943,615	\$ -
Revenues	\$ 46,118,613	\$ 48,194,793	\$ 2,076,180	\$ 46,361,160	\$ 46,361,160	\$ -
Expenditures (Includes Measure J)	\$ 46,928,287	\$ 45,717,624	\$ (1,210,663)	\$ 46,361,160	\$ 47,646,860	\$ 1,285,700
Annual Surplus/Deficit	(809,674)	2,477,169	3,286,843	0	(1,285,700)	(1,285,700)
One-Time Expenses Measure J Unspent Fund Balance	(474,758)	(699,099)		(988,000)	(988,000)	0
General Fund Loan Repayments						
Unreserved Fund Balance	\$ 11,095,657	\$ 14,158,158	\$ 3,062,501	\$ 10,955,615	\$ 9,669,915	\$ (1,285,700)
FY16 Encumbered/Uncumbered Carry-Over to FY17		(653,340)				0
Ending Unreserved Fund Balance	\$ 11,943,616	\$ 13,504,818	\$ 1,561,202	\$ 10,955,615	\$ 9,669,915	\$ (1,285,700)
Percentage (E.U.F.B./Revenues)	27.7%	31.3%		26.6%	23.2%	
Reserve Policy \$	\$ 8,220,354	\$ 8,642,794	\$ 422,440	\$ 8,249,159	\$ 8,338,251	\$ 89,093
Reserve Policy %	20.00%	20.00%		20.00%	20.00%	
"Excess" Fund Balance (over Reserve Target)	\$ 3,723,262	\$ 4,862,024	\$ 1,138,762	\$ 2,706,456	\$ 1,331,664	\$ (1,374,793)

*Forecasted FY2015/16 figures were based on estimates just prior to FY2017 Budget Adoption.

Fiscal Year 2015/16 Results:

The preliminary results for fiscal year 2015/16 show that the General Fund ended the year with a net increase in unreserved fund balance of \$1.7 million. In preparation of the fiscal year 2015/16 budget, a net decrease of \$436,472 was assumed. The originally budgeted net decrease in fund balance was attributed to one-time expenses to be paid for out of excess fund balance.

During the development of the fiscal year 2016/17 adopted budget, projections were made for the ending of the fiscal year 2015/16 (Forecasted FY2015/16); revenues were assumed to be \$46.1 million; actual results came in over that target by \$2.07 million. This variance resulted from better than expected revenue from property taxes, sales tax and permit fee revenues. Most notable was permit fee revenue with \$946,864 over projected revenue.

Expenditures ended the year under the projected \$46.9 million by \$1.2 million. The largest savings occurred as a result of savings in discretionary supplies and services by departments.

Total ending fund balance in the General Fund is preliminarily calculated at \$13.5 million for the fiscal year 2015/16 or 31.3% of revenues. The increase in excess fund balance of \$1.1 million (over the Forecast for FY2015/16) will assist the City in balancing budget throughout the five-year forecast and keep reserves at the reserve target per the City's reserve policy of 20%. An updated five-year forecast, including revised fund balance figures, will be presented to City Council in early 2017 during the FY2017/18 Budget review.

ATTACHMENT B

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2016/17 Revenues					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
General Fund	\$ 46,361,160	\$ 46,361,160	\$ 4,180,379	9%	
Special Revenue	\$ 18,104,224	\$ 18,104,224	\$ 1,006,123	6%	
Debt Service	\$ 2,599,265	\$ 2,599,265	\$ -	0%	
Development/Capital	\$ 16,295,511	\$ 16,295,511	\$ 5,121,852	31%	
Enterprise Funds	\$ 68,139,977	\$ 68,139,977	\$ 10,908,128	16%	
Internal Service	\$ 16,133,332	\$ 16,133,332	\$ 1,298,592	8%	
Successor Agency	\$ 956,161	\$ 956,161	\$ 129,702	14%	
Agency	\$ 5,520,680	\$ 4,233,708	\$ 21	0%	
Total All Funds	\$ 174,110,310	\$ 172,823,338	\$ 22,644,798	13%	

- All Funds revenues through the first quarter of 2016/17 are \$22.6 million, or 13% of the amended budget.
- General Fund revenues are \$4.1 million or 9% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- Special Revenue is, for the most part, grant funds that are reimbursed to the City as projects make progress, or special assessments with revenues that are received with property tax installments in January and May.
- Revenues in Debt Service funds come from transfers from other funds, which are done periodically throughout the year.
- Development/Capital revenues are \$5.1 million or 31% of amended budget through September 30, 2016. The Measure E fund is included in the Development/Capital Projects fund category, and sales tax revenues associated with Measure E have been partially received (\$409,700 or 8% of amended budget; other revenues are dependent upon development activity).
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds are received with the City's property tax distributions in January and May.

Table 2 – All Funds Expenditures by Fund

	FY2016/17 Expenditures		Year-to Date Actuals	%
	Original Budget	Amended Budget		
Internal Service	\$17,104,654	\$17,537,620	\$4,460,112	25%
General Fund	\$47,349,160	\$47,646,860	\$9,575,461	20%
Enterprise Funds	\$50,088,558	\$53,477,878	\$11,475,215	21%
Special Revenue	\$19,510,433	\$21,089,565	\$2,548,496	12%
Development/Capital	\$8,525,765	\$17,473,182	\$2,024,670	12%
Successor Agency	\$1,002,279	\$1,002,279	\$236,426	24%
Springlake	\$4,118,786	\$4,119,437	\$73,499	1.78%
Debt Service	\$2,599,593	\$2,599,593	\$1,297,412	50%
Agency	\$5,535,323	\$4,529,544	\$3,236,507	71%
Total All Funds	\$155,834,551	\$169,475,958	\$34,927,797	21%

- Through the first quarter of FY2016/17, All Funds expenditures (not including encumbrances) totaled \$34.9 million, or 21% of the amended budget. General Fund expenditures totaled \$9.5 million, or 20% of the amended budget.
- Operating expenditures appear to be tracking within budget for all categories.
- Internal Service funds reflect expenditures of \$4.4 million, or 25% of amended budget due mostly to up-front payments made for insurance premiums out of the Self Insurance Fund.
- Debt Service fund is at \$1.3 million or 50% of amended budget due to payments due for refunding of two lease revenue bonds.
- Agency Funds reflect expenditures totaling \$3.2 million or of 71% of amended budget due to debt service payments made on certain bonds during the first quarter.

Table 3 – All Funds Expenditures by Department

FY2016/17 Expenditures					
	Original Budget		Amended Budget		Year-to Date Actuals %
Administrative Services	\$	16,106,748	\$	16,307,705	\$ 4,953,172 30%
Community Development	\$	6,788,130	\$	7,079,712	\$ 1,092,743 15%
Community Services	\$	10,103,339	\$	10,670,621	\$ 1,815,683 17%
Public Safety	\$	28,417,302	\$	28,556,676	\$ 6,552,958 23%
Library	\$	1,862,032	\$	1,875,604	\$ 438,721 23%
Public Works	\$	26,491,883	\$	27,887,975	\$ 4,826,734 17%
Capital Improvements	\$	31,106,518	\$	34,385,198	\$ 6,883,837 20%
Non-Departmental	\$	34,958,599	\$	42,712,466	\$ 8,363,949 20%
Total All Departments	\$	155,834,551	\$	169,475,958	\$ 34,927,797 21%

- As of the end of the first quarter of fiscal year 2016/17, all departments appear to be tracking closely to budget.
- Administrative Services is slightly higher than other departments in terms of percent (%) of budget. This is due to up-front payments made for insurance premiums out of the Self Insurance Fund.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2016/17 General Fund Revenues					
	Original Budget		Amended Budget	Year-to Date Actuals	%
Property Tax	\$ 10,602,494	\$	10,602,494	\$ -	0%
Sales Tax	\$ 19,315,368	\$	19,315,368	\$ 1,438,300	7%
Other Taxes	\$ 1,521,903	\$	1,521,903	\$ 354,949	23%
Franchise Fees	\$ 2,342,468	\$	2,342,468	\$ 233,081	10%
Licenses/Permits	\$ 2,037,920	\$	2,037,920	\$ 735,255	36%
Fines/Forfeitures	\$ 348,513	\$	348,513	\$ 35,323	10%
Service Charges	\$ 656,738	\$	656,738	\$ 125,531	19%
Motor Vehicle In Lieu	\$ 4,560,602	\$	4,560,602	\$ -	0%
Intergovernmental	\$ 406,829	\$	406,829	\$ -	0%
Lease/Interest Income	\$ 87,139	\$	87,139	\$ 180,479	207%
Miscellaneous	\$ 4,481,186	\$	4,481,186	\$ 1,077,032	24%
Transfers	\$ -	\$	-	\$ 429	#DIV/0!
Total General Fund	\$ 46,361,160	\$	46,361,160	\$ 4,180,379	9%

- Through the end of the first quarter, General Fund revenues were \$4.1 million or 9% of amended budget.
- The City will not receive the first installment of property tax payments until January 2017. Information received from Yolo County indicates that the total assessed value increased by 4.95% from the prior year; the FY2016/17 budget assumed a 3% growth factor.
- Sales Tax payments received through the month of September were slightly over \$1.4 million, or 7% of amended budget.
- Licenses and Permit revenue is trending higher than most categories due to housing and commercial development activity.
- The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May.
- Lease and Interest Income revenue was at \$180,479 or 207% of amended budget due to interest received on the City's investment portfolio. The interest is accumulated in this fund until fiscal year end and will be allocated across all funds based on respective cash balances at that time.

Table 5 – General Fund Expenditures by Category

FY2016/17 General Fund Expenditures					
	Original Budget		Amended Budget		Year-to Date Actuals %
Personnel	\$	26,756,023	\$	26,956,023	\$ 7,074,613 27%
Supplies & Services	\$	7,359,994	\$	7,553,496	\$ 837,508 8%
Education & Training	\$	259,188	\$	259,188	\$ 55,392 8%
Debt Service	\$	-	\$	-	\$ - 0%
Capital Expenditures	\$	-	\$	-	\$ - 0%
Non-Discretionary	\$	5,988,042	\$	5,987,857	\$ 1,550,812 28%
Operating Transfers	\$	6,985,913	\$	6,890,296	\$ 9,383 6%
Total All Categories	\$	47,349,160	\$	47,646,860	\$ 9,527,708 20%

- Through the first quarter of FY2016/17, General Fund expenditures (not including encumbrances) total \$9.5 million or 20% of the amended budget.
- Personnel costs are trending to be on target with budget, at 27% of amended budget through the first quarter.
- Operating Transfers consist primarily of the transfer of Measure E sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. To date, only two transfers have been made: a transfer from Community Development budget to the Vehicle Replacement Fund for an upgrade to an Inspection Vehicle, and an expense incurred for the Fire Relocation Study project. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required.

Table 6 – General Fund Expenditures by Department

FY2016/17 General Fund Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Administrative Services	\$ 2,730,679	\$ 2,805,148	\$ 697,457	25%	
Community Development	\$ 3,028,083	\$ 3,117,739	\$ 680,352	22%	
Community Services	\$ 5,723,567	\$ 5,742,953	\$ 1,156,770	20%	
Public Safety	\$ 27,323,455	\$ 27,462,829	\$ 6,273,258	23%	
Library	\$ 1,754,863	\$ 1,766,217	\$ 424,263	24%	
Public Works	\$ 725,169	\$ 724,984	\$ 282,651	39%	
Capital Improvements	\$ 50,000	\$ 50,000	\$ 5,000	10%	
Non-Departmental	\$ 6,013,344	\$ 5,976,990	\$ 7,957	0%	
Total All Departments	\$ 47,349,160	\$ 47,646,860	\$ 9,527,708	20%	

- After the first quarter of FY2016/17, most departments appear to be tracking in line with the amended budget amounts.
- Public Works is at \$282,651 or 39% of amended budget and running higher than most departments for the first quarter in FY2017. This is due to water expenses for parks that were charged incorrectly to Public Works instead of Community Development. This error has been fixed in October 2016 and will be reflected in the mid-year report.
- Non-Departmental expenditures consist primarily of the transfer of Measure E sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. To date, the only expenditures are \$7,957 paid in credit card fees. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required.

ATTACHMENT C

CITY ORGANIZATION

Employee Summary - Citywide

Classification	FY 2013/14	FY2014/15	FY2015/16	UPDATED FY2016/17
Accountant I	0	0	0	0
Accountant II	1	1	1	1
Administrative Clerk I	1	1	1	0
Administrative Clerk II	4	4	4	4
Administrative Clerk III	2	2	2	3
Administrative Secretary	3	3	2	2
Administrative Supervisor	0	0	1	1
Application Analyst, Sr.	0	1	1	1
Associate Civil Engineer	3	3	2	1
Associate Engineer	0	0	1	1
Associate Planner	1	1	1	1
Assistant City Manager-Community & Economic Development	0	0	0	1
Chief Building Official	1	1	1	1
Chief Plant Operator	1	1	0	0
Chief Collection System Operator	0	0	0	1
Chief Water Systems Operator	0	1	0	0
City Clerk	1	1	1	1
City Engineer	1	1	1	1
City Manager	1	1	1	1
Code Compliance Officer II	1	2	2	2
Community Development Director	1	1	1	0
Community Development Technician II	1	1	1	1
Community Services Director	1	1	1	1
Community Services Officer	4	4	4	4
Community Services Program Manager	0	1	2	2
Conservation Coordinator	3	3	3	3
Construction Project Manager	0	0	1	1
Crime & Intelligence Analyst	1	1	1	1
Crime Prevention Specialist	0	0	1	1
Deputy CDD Director	0	0	0	1
Deputy PW Director - O&M	0	1	1	1
Deputy PW Director - Utilities	0	0	0	1

ATTACHMENT C

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	UPDATED FY2016/17
Electrical Supervisor	1	1	1	1
Electrical/Electronics Instrumentation Technician	5	0	0	0
Electrician's Assistant	2	2	2	2
Engineering Technician II	4	4	2	2
Engineering Technician III	2	2	5	5
Environmental Compliance Inspector I	1	1	2	2
Environmental Compliance Specialist	1	1	0	0
Environmental Resource Analyst	1	1	1	0
Environmental Resource Manager	0	0	0	1
Equipment Services Clerk	1	1	1	1
Equipment Services Worker	1	1	1	1
Facilities Maintenance Worker I	0	0	1	0
Facilities Maintenance Worker II	1	1	0	1
Facilities Maintenance Worker III	2	2	2	3
Finance Clerk I	1	0	0	0
Finance Clerk II	1	2	2	2
Finance Officer	1	1	1	1
Finance Specialist	3	3	3	3
Finance Supervisor	1	1	1	1
Fire Battalion Chief	3	3	3	3
Fire Captain	12	12	12	12
Fire Chief	0	0	0	1
Fire Engineer	12	12	12	12
Fire Prevention Specialist II	2	2	2	2
Firefighter	15	15	15	15
Fleet & Facilities Manager	1	1	1	1
GIS Analyst	0	1	1	1
GIS Technician II	0	1	1	0
Heavy Equipment Mechanic	2	2	2	2
Human Resources Analyst II	1	1	1	1
Human Resources Manager	1	1	1	1
Ind Electrical Tech	0	2	2	2
Information Systems Administrator	1	0	0	0
Information Systems Specialist	3	0	0	0
Information Systems Technician II	2	0	0	1
Information Technology Analyst	0	1	1	1

ATTACHMENT C

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	UPDATED FY2016/17
Information Technology Manager	0	1	1	1
Laboratory & Env Comp Manager	0	0	1	1
Laboratory Supervisor	1	1	0	0
Laboratory Technician II	2	2	0	2
Laboratory Technician III	0	0	2	0
Librarian I	1	1	2	0
Librarian II	1	1	1	3
Librarian III	1	1	1	1
Library Services Director	1	1	1	1
Library Technician Assistant II	2	2	3	1
Library Technician Assistant III	0	0	0	2
Light Equipment Mechanic	1	1	1	1
Literacy Coordinator	0	0	1	1
Maintenance Supervisor	1	1	1	1
Maintenance Worker I	0	0	2	2
Maintenance Worker II	5	5	3	3
Maintenance Worker III	3	3	2	2
Management Analyst II	3	1	1	1
Meter Services Technician	1	0	0	0
Park Maintenance Worker II	2	2	2	3
Park Maintenance Worker III	0	0	0	0
Park Superintendent	0	0	0	1
Park Supervisor	3	3	3	2
Police Captain	1	1	1	1
Police Chief	1	1	0	0
Police Lieutenant	3	3	3	3
Police Officer	45	45	49	49
Police Records Specialist	2	0	1	1
Police Records Supervisor	0	0	1	1
Police Sergeant	10	10	10	10
Pool Facilities Technician	1	1	1	1
Principal Civil Engineer	0	1	1	1
Principal Planner	1	1	1	1
Principal Utilities Civil Engineer	1	1	1	1
Public Safety Chief	0	0	1	1
Public Works Director	1	1	1	1
Records Manager	1	1	0	0

ATTACHMENT C

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	UPDATED FY2016/17
Recreation Coordinator	0	1	3	3
Recreation Supervisor	4	3	4	4
Redevelopment Manager	1	1	1	1
Secretary to the City Manager	1	1	1	1
Senior Accountant	1	1	1	1
Senior Building Inspector	1	1	1	1
Senior Building Plans Examiner	1	1	1	1
Senior Associate Civil Engineer	0	0	1	2
Senior Civil Engineer	2	2	1	1
Senior Engineering Assistant	1	1	0	0
Senior Equipment Mechanic	1	1	1	1
Senior Management Analyst	2	4	4	4
Senior Planner	2	2	2	2
Signs and Marking Tech II	1	1	1	1
Senior Police Records Specialist	4	6	5	5
Senior Tree Trimmer	1	1	1	1
Senior Utilities Maint Wrk Sewer	0	1	1	1
Senior Utilities Maint Wrk Water	0	2	2	2
Senior Water System Operator	0	1	1	1
Senior Signs & Markings Technician	0	0	1	1
Storekeeper	1	1	1	0
Systems Analyst, Senior	0	1	1	1
Traffic Sig/Street Light Tech	0	1	1	1
Transportation Engineer	1	0	0	0
Treatment Plant Mechanic	1	1	1	1
Tree Trimmer II	1	1	1	1
Utilities Maintenance Supervisor	2	1	1	0
Utilities Maintenance Worker I	7	6	7	9
Utilities Maintenance Worker II	14	10	9	8
Utilities Maintenance Worker III	4	6	6	6
WPCF Superintendent	1	1	0	0
Wastewater Systems Admin	0	0	1	0
Water Pollution Control Operator II	2	0	0	0
Water Pollution Control Operator III	2	2	2	2
Water Pollution Control Operator IV	0	2	2	2
Water Systems Administrator	0	0	1	1
Water Services Technician	0	1	2	2

ATTACHMENT C

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	UPDATED FY2016/17
Water Systems Operator II	3	2	2	2
Water/Waste Inst Tech	0	2	2	2
WPCF Chief Operator	0	0	1	1
Total	276	278	290	294

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN UPDATED CITYWIDE FULL-TIME EQUIVALENT COUNT FOR
THE FISCAL YEAR 2016-2017**

WHEREAS, a balanced annual budget for the City of Woodland was prepared for fiscal year 2016-2017 and presented to the City Council and adopted at a public meeting on June 21, 2016; and

WHEREAS, the adopted budget included a fiscal year 2016-2017 Citywide Organization Full-time Equivalent (FTE) Count; and

WHEREAS, an Updated Citywide Organization Full-time Equivalent (FTE) Count for FY2016/17 has been prepared.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY
RESOLVES:**

Section 1. An updated FY2016/17 Citywide Organization Full-time Equivalent (FTE) Count is hereby approved, including additions of positions described therein.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2016.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, _____, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _____ day of _____, 2016, by the following vote:

AYES: Council members: _____

NOES: Council members: _____

ABSENT: Council members: _____

ABSTAIN: Council members: _____

Jim Hilliard, Mayor

Attest:

_____,
City Clerk, Ana B. Gonzalez

Legislation Text

11.

File #: 16-824, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Formation of a Community Choice Energy Advisory Committee

Recommendation for Action: Staff recommends that the City Council (1) approve the attached resolution describing the purpose, formation, and functioning of an ad hoc Community Choice Energy (CCE) Advisory Committee, and (2) approve for committee membership the individuals recommended herein.

Staff Contact

Roberta Childers, Environmental Sustainability Manager
(530) 661-2060, roberta.childers@cityofwoodland.org

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 the CCE program could provide substantial economic benefits through the provision of favorable electricity rates for Woodland residences and businesses.

Discussion

Background on CCE programs is provided in staff reports presented at the September 20, 2016 and November 1, 2016 City Council meetings.

On November 1, the City Council approved the formation of an ad hoc community advisory committee to assist the City Council in evaluating the benefits and risks of Woodland joining a CCE program, and also directed staff to proceed with committee formation.

The attached resolution describes the proposed purpose, membership, and functioning of a CCE Advisory Committee of up to eight members.

In particular, on membership, the attached Resolution advocates "the CCE Advisory Committee shall consist of at least five but no more than eight members to be appointed by the City Council. Staff shall recommend for appointment interested community members who represent a mix of expertise or special interest in electric utility systems and policy, expertise or special interest in local economic and environmental issues, and knowledge of the community. Members of the Committee shall serve at the pleasure of the City Council and may be removed from the committee by a majority vote of the City Council. If all eight membership positions are not filled at the time of CCE Advisory Committee establishment or if one or more positions are vacated

before the committee has fulfilled its purpose, the City Council subcommittee may approve, by unanimous determination, the appointment of additional or replacement members.”

Staff recommends that the Council appoint the following six individuals, who have expressed interest in serving on the committee and would represent a mixture of utility sector expertise, the local business community, environmental concerns, and residents’ perspective:

- Mark Aulman - Retired marketing communications consultant; Chair of Woodland Historical Preservation Commission; Secretary of Woodland Tree Foundation; President of Woodland Kiwanis; community participant in City Council Sustainability Committee
- Kevin Cowan - Financial service provider; First Vice President of Woodland Chamber of Commerce; frequent Chamber of Commerce participant in City Council Sustainability Committee
- Tom Flynn - Storage & Distributed Energy Resource Policy Manager for the California Independent System Operator; nearly 30 years of experience in California electricity policy, including California Energy Commission, California Public Utilities Commission, California Power Authority, Southern California Edison, consulting, and others
- Phil Hogan - District Conservationist for the USDA Natural Resource Conservation Service/; President of the Woodland Chamber of Commerce; frequent Chamber of Commerce participant in City Council Sustainability Committee
- Bill Marcus - Principal Economist at JBS Energy; nearly 30 years of experience in analysis of electric and gas utilities, providing expert testimony on utility issues, preparing financial analyses of utility contracts, and providing consulting services on utility economics
- Christine Shewmaker - Retired from career of more than 30 years in plant biology/plant molecular biology; community activist on climate change issues

The CCE Advisory Committee will be organized and supported by the Environmental Sustainability Manager and a Conservation Coordinator in coordination with the City Council CCE subcommittee, consisting of Council Members Barajas and Davies.

Conclusion

Staff recommends that the City Council (1) approve the attached resolution describing the purpose, formation, and functioning of an ad hoc CCE Advisory Committee, and (2) approve for committee membership the individuals recommended herein.

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

Attachment: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
CREATING A COMMUNITY CHOICE ENERGY
ADVISORY COMMITTEE**

WHEREAS, 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 with the aim of increasing local choice in energy supply while providing electricity with high renewable energy content at rates that are competitive with those of the incumbent investor-owned utility; and

WHEREAS, several CCE programs are already established in California, and the City of Davis and Yolo County are forming a joint powers agency to develop a CCE program to begin operation in 2017 and are encouraging Woodland to participate in this effort; and

WHEREAS, the City Council wishes to evaluate the advantages and disadvantages of CCE participation in a timely manner and on September 20, 2016, designated a subcommittee of Council members Davies and Barajas to represent Woodland in ongoing discussions of program formation with the Davis-Yolo County planning group; and

WHEREAS, the City Council wishes to establish a citizen advisory committee to assist the City Council with the evaluation of CCE program benefits and risks and the decision about whether to participate in a CCE program by early 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby creates the ad hoc Community Choice Energy (CCE) Advisory Committee, as follows:

1. Purpose: The purpose of the CCE Advisory Committee is to review and evaluate the benefits and risks of CCE participation and to provide recommendations to the City Council regarding such participation.

2. Membership: The CCE Advisory Committee shall consist of at least five but no more than eight members to be appointed by the City Council. Staff shall recommend for appointment interested community members who represent a mix of expertise or special interest in electric utility systems and policy, expertise or special interest in local economic and environmental issues, and knowledge of the community. Members of the Committee shall serve at the pleasure of the City Council and may be removed from the committee by a majority vote of the City Council. If all eight membership positions are not filled at the time of CCE Advisory Committee establishment or if one or more positions are vacated before the committee has fulfilled its purpose, the City Council subcommittee may approve, by unanimous determination, the appointment of additional or replacement members.

3. Term of Membership: The CCE Advisory Committee members shall serve until such time as the City Council makes a decision about whether to participate in a CCE. It is anticipated that such a decision will be made before April 2017. The term of membership may be extended by a unanimous determination of both appointed sub-committee Council Members for a period not to exceed 1 year from the date of the City Council's decision regarding CCE participation.

4. Officers: The CCE Advisory Committee shall nominate a Chairperson, who shall call the meetings to order, serve as the presiding officer of the committee's meetings, and perform such other duties as may from time to time be prescribed by the committee. The chairperson shall serve in that position at the pleasure of the City Council.

If it so desires, the committee may appoint a Vice Chairperson who shall have all of the powers and duties of the Chairperson in the event the Chairperson is absent or unable to act.

The committee may create and appoint members to subcommittees.

5. Meetings: The CCE Advisory Committee shall establish a regular time and place of meeting and shall hold regular meetings. Special meetings of the committee may be called by the Chairperson, or by a quorum of the committee. All meetings shall comply with the Ralph M. Brown Act.

6. Quorum: A quorum of the committee shall consist of a majority of the committee members present, provided at least three members are in attendance.

7. Functions of the Committee: The CCE Advisory Committee shall have the responsibilities as provided in this section and such other duties as the City Council may from time to time decide:

- A. Provide comment, feedback, and recommendations to the City Council on issues related to CCE participation.
- B. Serve as a forum for public input and feedback on issues related to CCE participation.
- C. Assist staff in promoting community-wide education and awareness of CCE program issues.
- D. As deemed appropriate by the committee and at the pleasure of the City Council, provide liaisons to a community advisory group associated with the Davis-Yolo County CCE planning and formation effort.

PASSED AND ADOPTED by the City Council this 15th day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

12.

File #: 16-827, Version: 2

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: November 15, 2016****SUBJECT: Conaway Levee Setback and Transitory Storage; Letter of Support**

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to submit a letter of support to include a study of the Conaway Levee Setback and Transitory Storage concept as part of the 2017 Central Valley Flood Protection Plan.

Staff Contact

Brent Meyer, City Engineer, 530-661-5947, brent.meyer@cityofwoodland.org

Fiscal Impact

There is no fiscal impact of this action.

Background

Based on studies completed by the State Department of Water Resources (DWR), the Yolo Bypass west levees have been decertified, which means that they are assumed to fail in a 100- year flood event. Attachment 1 shows the flooding depths due to the failure of this levees system. Current estimates show that strengthening the levees in place would cost approximately \$150 million.

The Conaway Preservation Group has proposed exploring a setback levee (see Attachment 2), which has the potential to be significantly less expensive (approximately \$60-80 million) and provide other potential benefits, as follows:

- Modest reduction in Yolo Bypass flood stages
- Flood protection for impacted structures east of CR 102 (in conjunction with a Cache Creek flood solution)
- Flood protection for the Yolo County Landfill
- Compatible with regional rail relocation
- Flood protection for I-5

City staff have met with Conaway, County staff, the regional flood management work group (Lower Sacramento River/Delta North RFMP), DWR and the Central Valley Flood Protection Board coordinating committee to introduce the project. This item is currently agendaized with the Central Valley Flood Protection Board for their meeting on November 18th. Staff, along with representatives from Conaway Ranch, Yolo County and the Sacramento Area Flood Control Agency (SAFCA) will be requesting that this proposed solution be included for study in the 2017 Central Valley Flood Protection Plan.

Conclusion

Staff recommends that the City Council authorize the City Manager to submit a letter of support to include a study of the Conaway Levee Setback and Transitory Storage Study as part of the 2017 Central Valley Flood Protection Plan.

Prepared by: Brent Meyer, City Engineer

Reviewed by: Ken Hiatt, Community Development 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.

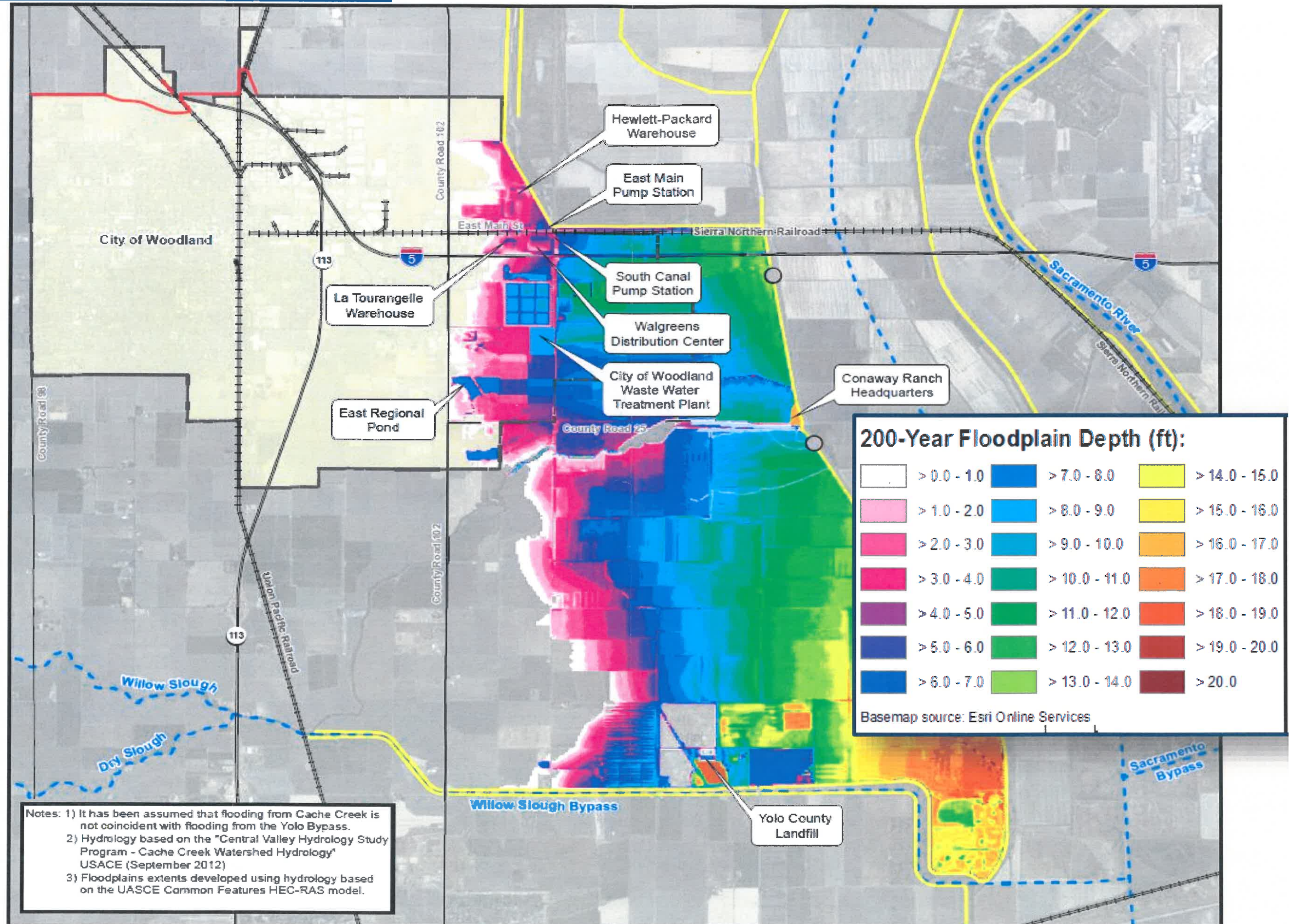
Paul Navazio, City Manager

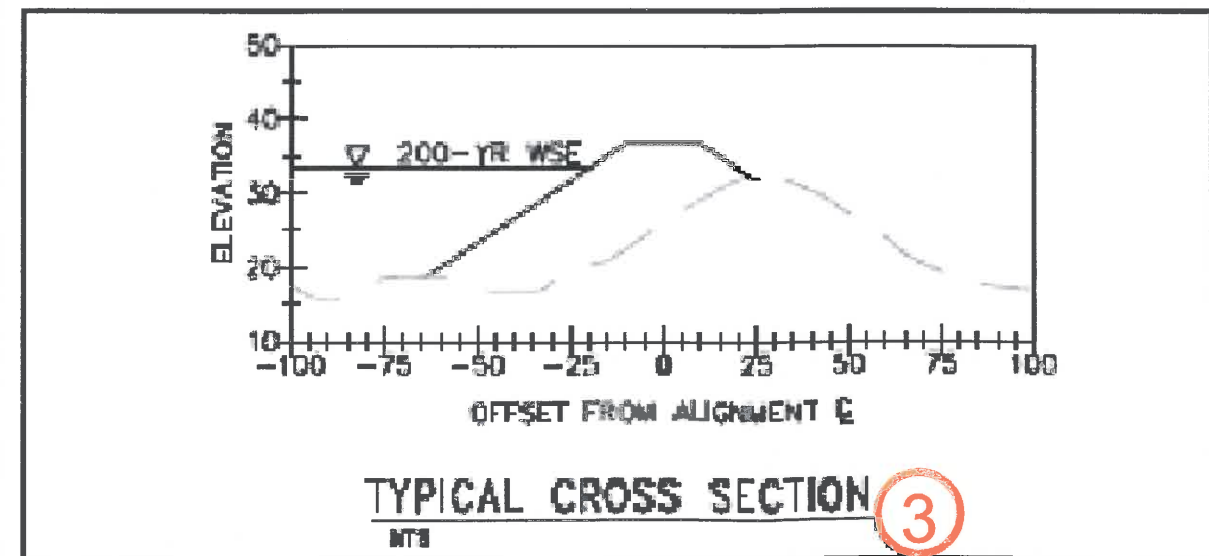
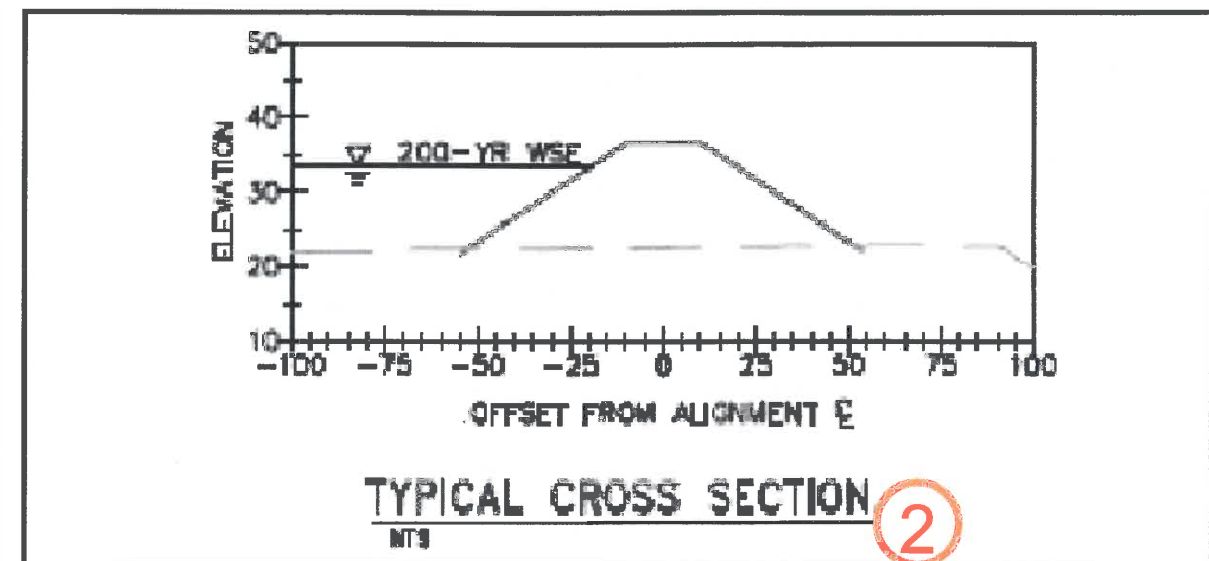
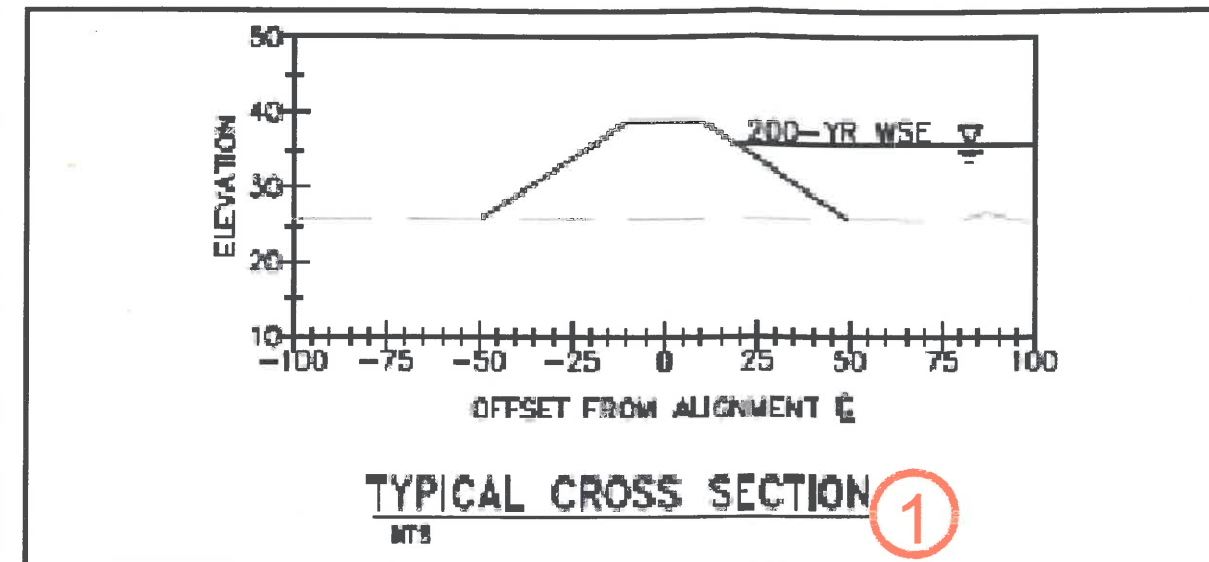
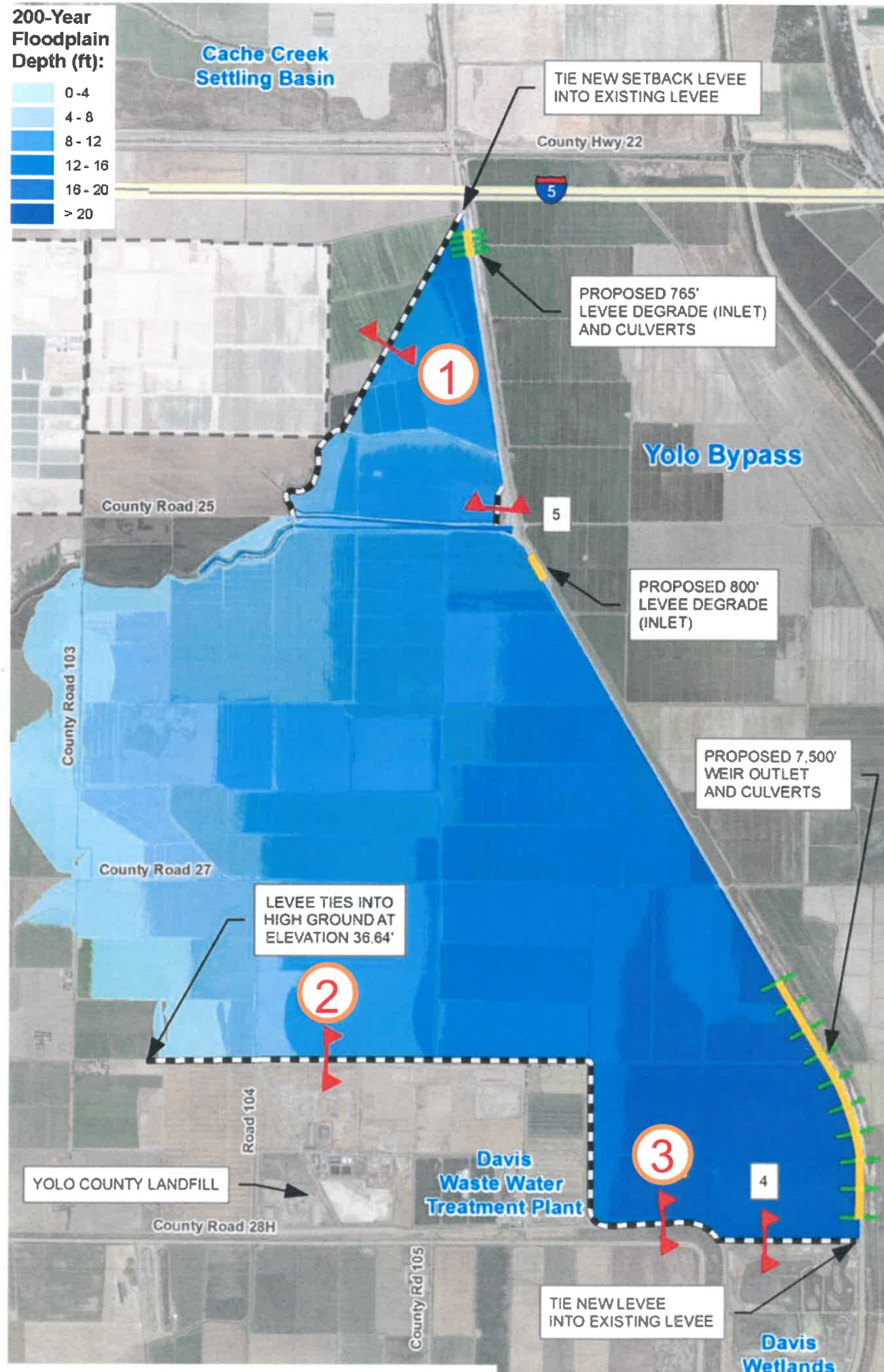
ATTACHMENTS:

Attachment 1 - Existing floodplain due to the failure of the Yolo Bypass West Levee

Attachment 2 - Proposed setback levee proposal

200-Year Flood Depths





Legislation Text

13.

File #: 16-817, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Increase the Fiscal Year 2016/2017 Solid Waste and Recycling Program Budget by \$67,800

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2016/2017 appropriation of \$67,800 in the Solid Waste and Recycling budget, for a total appropriation of \$262,439.

Staff Contact

Roberta Childers, Environmental Sustainability Manager
roberta.childers@cityofwoodland.org, 661-2060

Fiscal Impact

This action will increase the Solid Waste and Recycling Program appropriations for FY 2016/2017 from \$194,639 to \$262,439, a total increase of \$67,800. Of this total, \$50,000 will be offset by payment from Waste Management. The remaining \$17,800 will be allocated from the Solid Waste/Recycling (Fund 250) reserve fund, which is adequate to meet this need.

Discussion

Waste disposal practices are rapidly evolving as the State of California continues to mandate greater diversion of materials from landfills. A major new focus is on removing food waste from the landfill waste stream and recycling it through composting and other decomposition processes. Beginning in April 2016, Assembly Bill (AB) 1826 (2014) required businesses generating specified amounts of organic waste - food waste and/or landscaping waste - to arrange for recycling services for that waste and required local governments to implement programs to arrange for the diversion of this waste through their waste franchise agreements or other methods. Yolo County Central Landfill (YCCL) responded to the need for separate organic waste processing by evaluating a number of options for diverting the food waste stream from landfilling along with green waste. The results included the decision to construct an on-site organic waste digester at YCCL and, following a competitive bidding process, to contract with a commercial organic waste handler and processor for the disposal of food waste and green waste until the on-site facility is put into operation. A consequence of these changes is that the landfill fees for organic waste processing have increased significantly in the past 18 months.

In accordance with the terms of the City's franchise agreement with Waste Management, each year by October 1, Waste Management must submit a request to the City to implement an annual adjustment to its customer rates, with the new rates to become effective on January 1. The requested rate adjustment this year includes new calculations related to the increased YCCL processing fees for organic waste loads. Waste Management

has also prepared proposed fees for a new commercial food waste collection service to provide for the City's and businesses' compliance with AB 1826. In order to appropriately assess and validate these new rates, staff is seeking the assistance of R3 Consulting Group, which specializes in solid waste industry issues. The estimated contract amount for these services is \$7,800. This expense was not anticipated in the approved FY 2016/2017 budget, and staff requests that this amount be added to the Fund 250 budget at this time.

Due to the many changes occurring in waste services in general and occurring in recent years within Waste Management's operations, Environmental Services is also contemplating initiating a performance review of Waste Management within this fiscal year. A contract with a solid waste consulting firm is expected to total \$50,000-\$60,000 for a thorough performance review. The Waste Management franchise agreement requires that Waste Management provide \$50,000 toward the cost of a performance review. Staff is requesting that an additional \$60,000 be added to the Fund 250 budget at this time to meet this potential expense, with the recognition that Waste Management would reimburse the City \$50,000 and the remaining \$10,000 would come from the Fund 250 reserve.

Staff is therefore requesting an additional appropriation of \$67,800 for potential Solid Waste and Recycling program costs in FY 2016/2017 that were not anticipated when the FY 2016/2017 budget was prepared. Of the total, \$50,000 would be provided to the City by Waste Management, and the additional \$17,800 would be drawn from the Fund 250 reserve: \$7,800 for assistance with evaluation of new rates for organics collection and disposal, and \$10,000 potentially for a review of Waste Management performance.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2016/2017 appropriation of \$67,800 in the Solid Waste and Recycling budget, for a total appropriation of \$262,439.

Prepared by: Roberta Childers, Environmental Sustainability Manager

Reviewed by: Gregor G. Meyer, Public Works Director



Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN INCREASE TO THE FISCAL YEAR 2016/2017
SOLID WASTE AND RECYCLING PROGRAM BUDGET**

WHEREAS, Environmental Services seeks the assistance of a waste industry consultant, at a cost not to exceed \$7,800, to help evaluate Waste Management's proposed rate adjustment for residential organic waste and proposed new rate for commercial food waste collection and disposal; and

WHEREAS, Environmental Services is contemplating initiating a performance review of Waste Management during FY 2016/2017 at an estimated cost of \$50,000-\$60,000 in consulting services; and

WHEREAS, neither of these needs was anticipated when the Solid Waste and Recycling Program budget for FY 2016/2017 was prepared; and

WHEREAS, Environmental Services requests that \$67,800 be added to the budget appropriation for the Solid Waste and Recycling Program for FY 2016/2017 to support these activities; and

WHEREAS, Waste Management would provide \$50,000 toward the cost of a performance review in accordance with requirements of the City-Waste Management franchise agreement, and the remaining \$17,800 in potential expenses would be drawn from the Fund 250 reserve; and

WHEREAS, the Fund 250 reserve is adequate to meet this need.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2016/2017 Solid Waste and Recycling Program appropriation shall be increased by \$67,800.

PASSED AND ADOPTED by the City Council this 15th day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

14.

File #: 16-831, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: November 15, 2016****SUBJECT: Fire Mid Management Unit MOU Agreement**

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, ratifying a two and one-half year, Memorandum of Understanding with the Fire Mid-Management Unit, covering the period from January 1, 2017 through June 30, 2019.

Staff Contact

Sheila McShane, HR Manager - (530) 661-5807, Sheila.mcshane@cityofwoodland.org

Background

The current agreement between the City of Woodland and the Fire Mid Management (FMM) expires on June 30, 2017. The decision was made to enter into an early agreement with FMM due to language in the MOU which states, “reopen negotiations would stem from the conclusion of negotiations with the Woodland Professional Firefighters Association.” (Section 1.2.1.). The

The City and the FMM entered into negotiations in October, and reached a tentative agreement on October 31st. The tentative agreement was discussed with the City Council in closed session on November 1 and ratified by the FFM membership. Tonight’s City Council action would formally ratify the terms of the new three-year agreement with the FMM.

Discussion

The new three-year labor agreement between the City and the WPFA represents a successor contract to the four-year agreement that expires June 30, 2016. Both parties negotiated in good-faith starting with a discussion of goals and objectives, followed by an exchange of specific proposals.

Staff believes that the resulting labor agreement reached with the WPFA is consistent with direction and authority provided by the City Council in terms of both overall budget impacts and, significantly, maintaining and building upon the structural reforms identified as necessary to advance the Council’s goal related to long-term fiscal stability. At the same time, the agreement has been structured to assist with the recruitment and retention of fire department personnel charged with provision of essential city services related to fire and emergency medical response, fire prevention and emergency preparedness.

The following table summarizes the major terms of the negotiated agreement:

		Year 1 FY2016/17	Year2 FY2017/18	Year3 FY2018/19
Salary Adjustments	1-Jul		2%	2%
	1-Jan	3%	2%	
Incentive Pay effective Jan 1 2017 – Chief Officer's Certification (2%)				
Health Insurance	Monthly Premiums	\$1,899.32	\$1,994.29	\$2,094.00
	% Change	-4.60%	5.00%	5.00%
	Includes language providing City with option to explore providing health Insurance outside of PEHMCA (CalPERS)			
Retiree Medical Reopener	Contributions for Medicare Eligible Retirees to be based on Medicare Pr By 12/31/17			
	Retiree Health Savings Plans			
	Access to City Dental/Vision Plan			
Selected Other Provisions	Education Leave			
	Longevity Pay clarification			
	40 Hour Shift Wording			

Prepared by: Sheila McShane
Human Resources Manager



Paul Navazio, City Manager

Attachment: Fire Mid Management Unit Memorandum of Understanding/Resolution

MEMORANDUM OF UNDERSTANDING
CONCERNING
FIRE MID-MANAGEMENT UNIT EMPLOYEES
OF THE CITY OF WOODLAND

The City of Woodland and the Woodland Fire Mid-Management Unit Employees, comprising employees of the City of Woodland in the classifications of Deputy Fire Chief and Fire Battalion Chief, hereby ratify as and for a memorandum of understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Fire Mid-Management Unit Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and thereafter the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall in all cases be the primary source.

DATED: _____

Woodland Fire Mid-Management

The City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this date, _____.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND APPROVING
CERTAIN TERMS AND CONDITIONS FOR
FIRE MID-MANAGEMENT EMPLOYEES**

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**WOODLAND FIRE MID-MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I
GENERAL PROVISIONS**

1.1 Application

- 1.1.1 This Resolution applies to employees employed by the City of Woodland in the classifications of Deputy Fire Chief and Fire Battalion Chief.

1.2 Term

- Except where the context otherwise determines or otherwise provides, the provisions of this resolution shall apply from January 1, 2017 June 30 1, 2019 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provision by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias Brown (MMB) Act.
- 1.2.1 During the contract year, the City and Association have agreed to reopen negotiations on any provisions contained within this Memorandum of Understanding. The primary purpose of this provision to reopen negotiations would stem from the conclusion of negotiations with the Woodland Professional Firefighters Association.

1.3 Shift Designations

- 1.3.1 Fire Operations Shift. Employees assigned to work the Fire Operations Shift shall work a 56-hour workweek, consistent with the schedule and rotation of fire employees assigned to Fire Operations. Typically, shifts will be worked in a two-on/four-off schedule. Individuals on this shift will receive different holiday, sick leave, and vacation accrual benefits versus those on the Fire Staff Shift.
- 1.3.2 Fire Staff Shift. Employees assigned to work the Fire Staff Shift shall work a 40-hour workweek, consistent with the administrative and managerial schedule of the Department. Individuals on this shift will receive different holiday, sick leave and vacation accrual benefits versus those on the Fire Operations Shift.
- 1.3.3 Transition to/from Fire Operations Shift and Fire Staff Shift. Because of the differences in the accumulation of sick leave, vacation, administrative leave and holiday hours depending on which an individual is assigned, adjustments must be made at the time an individual changes from the Fire Operations Shift to the Fire Staff Shift (and vice versa). When an employee covered by this Resolution transitions from one to the other, accrued vacation, administrative leave, sick leave and use of holiday time will be adjusted according to the provisions of Attachment A, "Fire Department Conversion of Sick Leave and Vacation."

1.3.4 Fire Operations Employees who are on Workers Comp, light duty, training assignment, or a special assignment that is greater than one Fire Operations shift (48 hours) but less than a four week period shall be placed in a Fire Staff Shift (a regular 40 hour work week). In these instances, the need to convert sick leave and vacation accruals is not necessary. Assignments longer than four weeks will require conversion of sick leave and vacation accruals as defined in Attachment A.

1.3.4.1 Other Shifts for Fire Staff Shifts.

1.3.4.2 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14 day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

1.3.4.3 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven day work period at other than traditionally scheduled hours for the assigned shift.

9.3.2.5 Other schedules approved by the Public Safety Chief or designee.

ARTICLE II COMPENSATION

2.1 Salary

2.1.1 For the term of this agreement, the differential between a Fire Captain Step E and a Battalion Chief Step E shall not fall below 18%.

At the end of the agreement, a 20% salary separation shall be maintained across the salary range between Battalion Chief and Fire Captain and a salary separation of 15% between Deputy Fire Chief and Battalion Chief across the range.

Colas.

- Effective January 1, 2017, base salaries will be increased by 3%
- Effective July 1, 2017, base salaries will be increased by 2%
- Effective January 1, 2018, base salaries will be increased by 2%
- Effective July 1, 2018 base salaries will be increased by 2%

2.1.2 Initial salary placement for employees promoted into the bargaining unit shall provide for a salary increase of at least 5% over the employee's previous salary including pay differential incentives.

2.3 Uniform Allowance

2.3.1 Employees covered by this Resolution who are required by the Fire Chief to wear a uniform, shall receive \$900 in each year of this contract in monthly increments. Employees are responsible for purchasing safety footwear and NOMEX pants as part of the uniform allowance set forth herein.

- 2.3.2 This uniform allowance is paid monthly. Each month eligible employees will receive \$75 per month (annual total of \$900).

2.4 Longevity Pay

- 2.4.1 Employees in all positions identified in Section 1.1 of this Resolution shall receive City longevity pay according as follows:

10 years \$1,000.00 per year

The longevity is payable on the last payday before Christmas each year.

2.5 Bilingual Pay

- 2.5.1 Bilingual employees, as designated by the City's bilingual pay policy, shall receive additional compensation above their regular salary at the rate of one hundred and fifty dollars (\$150.00) per month.

2.6 Extra Time Pay

- 2.6.1 Battalion Chiefs required to work hours which are in addition to their normal work schedule for the purposes of emergency response coverage, such as shift vacancies as well as emergency response callbacks, shall be compensated for extra time at time-and-a half of the operations shift rate with a four (4) hour minimum. Battalion Chiefs who are required to come in where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the agreed upon hourly stipend, the four (4) minimum will not apply. Contiguous means connected to the employee's regular duty schedule, if the meeting or duty were continued, it would have been contiguous to the employee's regular duty schedule.

- (a) The necessity to cover scheduled shifts: Available open shifts will first be offered to on duty "certified acting Battalion Chief" employees outside of this bargaining unit. If no "certified" member of this classification is on duty, or if this move causes overtime, this opening will be offered to the "Battalion Chiefs". If the Battalion Chiefs do not accept the offered extra time it shall then be offered to "certified" members outside this bargaining unit as dictated by the order on the overtime list.
- (b) For Battalion Chiefs to qualify for time they must have successfully completed the department's Duty Chief Certification or as approved by the Fire Chief.

2.7 Out of Class Work

- 2.7.1 Assignment to perform work of a higher level classification: Employees assigned by their supervisors to perform the essential duties of a higher level classification shall receive an additional five percent (5%) of base pay as out of class

compensation. Payment shall continue for the term of the assignment to the higher level classification duties. Assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

- 2.7.2 Assignment as Acting Department Head: In the case of assignment as an acting department head, the compensation shall be an additional ten percent (10%) of the base pay. Payment shall continue for the term of the assignment to the higher level classification duties. Acting assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.
- 2.7.3 Assignment of duties beyond the scope of employee's classification: Employees assigned to perform significant and additional duties outside the scope of their job description shall receive an additional five percent (5%) of base pay as special assignment pay.
- 2.7.4 Employees assigned duties outside their normal work duties, as a determined by and with advance approval of the Public Safety Chief, shall be compensated at the operations shift straight-time rate.
- 2.8 Educational Incentive Program
Employees shall be eligible for incentive pay upon completion and granting of the Chief Officer Certificate. The incentive pay will be 2%.

ARTICLE III RETIREMENT

3.1 Retirement

3% @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS. The formula in effect for eligible represented employees hired on or before December 31, 2012 or are new hires to the City of Woodland who are "Legacy/Classic" members as determined by CalPERS is the 3% @ 50 formula with one year final compensation (i.e. highest one-year average pensionable "compensation earnable").

2.7% @ 57 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 57 with average three year compensation.

3.1.2 Employee/Employer Contribution

- 3.1.2.1 Employee Contribution for employees on the 3 % @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS.

- Employees will pay a total of 9% of the employee's salary towards the employee share of CalPERS pension.

2.7% @ 57 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 57 with average three year compensation.

Additional Employee Contribution towards Employer share per PERS Section 20516 contract amendment by all employees under the 3% @ 50 Retirement Formula. All employees under the 3% @ 50 retirement formula shall contribute 4% of PERSable salary towards the employer share of PERS retirement pursuant to PERS Code Section 20516 contract amendment.

3.1.3. Employer Paid Member Contribution (EPMC)

- 3.1.3.1 The City will report the amount the City pays towards the employees' contribution to PERS as special compensation (EPMC) if any.

Employee contributions will be paid on a pre-tax basis as allowed by IRS Code Section 414(h) (2).

3.1.4 Disability Retirement

- 3.1.4.1 After receipt of Labor Code Section 4850 benefits to the extent of legal entitlement, an employee eligible for disability retirement under the Public Employees Retirement System (PERS) rules shall retire on the date set forth in the City's written request to the Public Employees' Retirement System without further use of accumulated sick leave. An employee eligible for both service and disability retirement may choose one or the other.

3.1.5 Survivor's Benefits

- 3.1.5.1 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21380 et. seq.

3.1.6 Sick Leave Conversion

- 3.1.6.1 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20862.8.

3.1.7 Final Compensation Salary Computation

- 3.1.7.1 The City shall continue its contract with PERS to compute employee's retirement on the highest one (1) year's salary, for Legacy/Classic members.

For PEPRA members the City's contract with PERS is the final three year average.

3.1.8 PERS Pre-Retirement Optional Settlement 2 Death Benefit

- 3.1.8.1 The City has contracted for the PERS Pre-Retirement Optional Settlement 2 Death Benefit option (Section 21548). The PERS Pre-Retirement Optional Settlement 2 Death Benefit option provides a monthly benefit allowance to an eligible spouse of a deceased employee equal to the amount the employee would have received if they had retired on the date of the death.

**ARTICLE IV
BENEFITS**

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the medical insurance program. Employees shall have the option of enrolling in any of the medical plans provided by the City.

4.1.2 For Employees **hired before July 1, 2006**, the City provides a two tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.2.1 Employees hired on or before July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$565 per month.

4.1.2.2 Employees hired on or before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only and Employee plus One \$810
- Tier Two: Employee plus Family \$1060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2017	\$1,461.01	\$1,461.01	\$1,899.32
January 1, 2018	\$1,534.06	\$1,534.06	\$1,994.29
January 1, 2019	\$1,610.76	\$1,610.76	\$2,094.00

4.1.3 For Employees **hired on or after July 1, 2006**, the City provides a three tier medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

4.1.3.1 Employees hired on or after July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.3.2 Employees hired on or after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only
 \$405
- Tier Two: Employee plus One
 \$810
- Tier Three: Employee plus Family
 \$1060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2017	\$730.51	\$1,461.01	\$1,899.32
January 1, 2018	\$767.04	\$1,534.06	\$1,994.29
January 1, 2019	\$805.39	\$1,610.76	\$2,094.00

4.1.4 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective **January 1, 2016, 2016 through December 31, 2016**, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	\$128.00	Note 3	\$730.51
Employee plus one	\$128.00	Note 3	\$1461.01
Employee plus family	\$128.00	Note 3	\$1899.32

Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee Only" tier shall receive medical insurance

coverage and cafeteria plan benefit equal to the "Employee plus One" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently \$122.00 from the January 2017 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

4.1.4.5 Employees enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of a medical plan and the monthly allowances provided in paragraph 4.1.4 above for the respective tier in which they are enrolled. However, in no case shall the differences paid exceed the amounts provided in paragraph 4.1.4.1 above.

4.2 Long Term Disability Insurance

4.2.1 The Association shall provide a long term disability program for Unit members. Amounts designated as LTD premiums by the Association shall be paid to the Association by the City through payroll deduction. The City's sole responsibility in the operation of the long term disability insurance program shall be to deduct the amounts specified by the Association. The Association shall hold harmless and indemnify the City for any liability as a result of implementation of this long term disability insurance program.

Should the Association's LTD plan become unavailable, the City and Association agree to reopen negotiations on this section.

4.3 Dental Insurance

4.3.1 The City shall continue in effect its self-insurance group dental plan for all represented employees. The maximum annual reimbursement shall be two thousand (\$2000) per covered person.

4.3.2 City shall continue to provide employees identified in Section 1.1 of this Resolution and any eligible dependents, coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

4.2 Medical Insurance Upon Retirement

4.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long Term Disability Insurance is not provided to retirees The City shall explore allowing retirees to purchase dental and vision at the city rate. A decision shall be made by December 31st, 2017.

- 4.2.2 For employees who were **hired before July 1, 2006**, with ten (10) or more years of service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:
- 4.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;
 - 4.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
 - 4.2.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.
 - 4.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;
 - 4.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and
 - 4.2.2.5 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.
- 4.2.3 Employees who were **hired on or after July 1, 2006**, will receive medical insurance benefits in retirement as follows:
- 4.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
 - 4.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual

retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

- 4.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.
- 4.2.3.2.2 Contributions: The City shall contribute \$50 per month to the employee's RHSP account; likewise, the employee shall contribute \$50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period.
- 4.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.
- 4.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account.
- 4.2.3.4 The parties agree to meet and discuss after July 1, 2014 for the purpose of discussing options for reducing the City's costs associated with funding of the current retiree medical benefits, with the shared goal of ensuring that full funding of retiree medical benefits are sustainable within the City's long term financial plan. Any changes shall be by mutual agreement.
- 4.2.3.5 The City will explore increasing employee's contribution to the RHSP.

4.3 Professional Growth Incentive

- 4.3.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used

mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$625.00.

Education Leave of up to 96 hours per year shall be granted for all approved courses/classes by the Chief or designee and it does not create a "force hire".

4.4 Life Insurance

4.4.1 Active Employees. The City shall continue to provide life insurance coverage in the amount of \$50,000 to each employee in each position identified in Section 1.1 of this Resolution.

4.4.2 Retired Employees. Retirees shall be eligible for continued life insurance coverage subject to the following terms and conditions:

4.4.2.1 Employees. 50 years old or older who "retire" from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued life insurance coverage until the application for benefits is approved;

4.4.2.2 The City shall pay the premiums for eligible retired employees who have maintained the applicable life insurance coverage and whose application for PERS retirement benefits has been approved;

4.4.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan.

4.5 Dental Insurance

4.5.1 City shall continue to provide employees identified in Section 1.1 of this Resolution and, at the employee's request, any eligible dependents; coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

4.6 Long Term Disability Insurance

4.6.1 The City shall continue to provide the long term disability insurance.

4.7 Vision/Optical

4.7.1 The City agrees to maintain in effect the vision insurance program for represented employees.

4.8 Flexible Spending Account

4.8.1 The City agrees to establish a provision allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

ARTICLE V
LEAVES

5.1 Vacation Leave

- 5.1.1 Each employee covered by this Resolution and who is assigned to the Fire Operations Shift shall accumulate vacation leave according to the following table:

<u>Months of Service</u>	<u>Leave Earned Per Month</u>
1 to 36 months	11 hours
37 to 60 months	13 hours
61 to 120 months	15 hours
121 to 180 months	18 hours
over 180 months	21 hours

- 5.1.2 Each employee covered by this Resolution and who is assigned to the Fire Staff Shift (40 hours work week) shall accumulate vacation leave according to the table below:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	7.7 hours
4 to 5 years	9.7 hours
6 to 10 years	11 hours
11 to 15 years	13 hours
16 years and over	15 hours

5.2 Maximum Accumulation - Vacation Buy

5.2.1 Fire Operations Shift Employees

- 5.2.1.1 Fire Operations Shift employees shall be allowed a maximum accumulation of vacation leave of 624 hours past January 1 of each year. Should an employee request vacation leave within sixty (60) days of reaching the maximum accumulation allowed, and due to staffing needs, the department is unable to grant the vacation time off, the employee shall be granted a sixty (60) day extension within which to take the vacation leave. Provided an employee has submitted a timely vacation request pursuant to this MOU, no employee shall lose accumulated vacation time because of lack of departmental staffing.
- 5.2.1.2 Fire Operations Shift employees may buy back a maximum of ninety-six (96) hours of vacation per fiscal year provided that the employee has taken/scheduled at least seventy-two (72) hours of vacation during that fiscal year. Fire Operations Shift employee may buy back seventy-two (72) hours or less vacation for fiscal year provided that they have taken/scheduled at least an equal number of vacation hours during that fiscal year.

5.2.1.3 Fire Staff Shift Employees

5.2.1.4 Fire Staff Shift Employees may carry an unused balance of vacation leave of no more than 56 days (448 hours) past January 1st of each year.

5.2.1.5 Fire Staff Shift Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for eighty (80) hours of accrued time, provided that the employee is taking at least one (1) consecutive week vacation time off within the fiscal year. Payment will be made at the hourly rate in effect at the time of the request. No employee may buy-out more than eighty (80) hours of vacation per fiscal year.

5.3 Sick Leave

5.3.1 Sick leave may be used only for non-service connected illness or injury or until entering disability retirement after receipt of Labor Code Section 4850 benefits to the extent of Legal entitlement, as provided in sub-section 3.1.2 of this agreement, titled "Disability Retirement."

5.3.2 Accumulation and Deduction

5.3.2.1 Each represented employee working the Fire Operations Shift shall accumulate sick leave at the rate of 12 hours per month. Each represented employee assigned to the Fire Staff Shift shall accumulate at the rate of 8 hours per month.

5.3.2.2 Time on sick leave shall be deducted from accumulated sick leave in daily increments as used.

5.3.2.3 There shall be no limitation on the amount of sick leave which may be accumulated.

5.3.2.4 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service connected illness or injury.

5.4 Holidays

5.4.1 Fire Operations Shift. Employees covered by this Resolution who are scheduled to the Fire Operations Shift (56 hour workweek) shall be paid for 134.4 hours per year in lieu of holidays payable at the rate of eleven and two tenths (11.2) hours per month. Holiday-In-Lieu payment shall be made based on the employees' monthly salary.

5.4.2 Fire Staff Shift. Employees covered by this Resolution who are scheduled to work the Fire Staff Shift (a regular 40-hour workweek) shall observe the following holidays:

January 1st

Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Presidents Day)
Fourth Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve – ½ day (observed last work day before Christmas)
December 25th (Christmas Day)

- 5.4.2.1 In addition, each represented employee who is scheduled to work the Fire Staff Shift (a regular 40-hour workweek) shall have 16 hours added to his/her vacation leave total as of July 1 each year.

5.5 Administrative Leave Compensation

- 5.5.1 All employees identified in SEC. 1-1 of this Resolution, shall receive administrative leave. Employees shall accrue administrative leave at a rate of 8 hours per month if assigned to the Fire Staff Shift or 11.2 hours per month if assigned to the Fire Operations Shift. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave with the following exceptions:

- 5.5.2 Each employee may, upon request, have accrued unused hours of administrative leave paid directly to him/her at their hourly rate of pay in effect at the time of the request. On a fiscal year basis, the maximum amount will be 80 hours for Fire Staff Shift personnel and 112 hours for Fire Operations Shift personnel. Subject to the maximum payout amounts, unused administrative leave will be paid on June 30 of each year.

- 5.5.3 Represented members who were appointed to the rank of Battalion Chief or Deputy Fire Chief after July 1, 2006, shall also receive and be able to be paid for leave as specified in paragraphs 5.5.1 and 5.5.2 above, however, no such employee may carry over any administrative leave balances past June 30 of each year.

- 5.5.4 It is recognized that in some instances unit employees may be required to work extraordinarily long hours on special projects or unique circumstances. Should such an extraordinary occasion arise, the Department Director may recommend to the City Manager that the employee be granted additional Administrative Leave in addition to the 96 hours for fire staff shift personnel (134.4 hours for fire operations shift personnel) already provided subject to the following provisions:

- 5.5.4.1 Additional Administrative Leave hours granted cannot exceed 24 hours in any Fiscal Year.

5.5.4.2 Additional Administrative Leave hours must be approved by the Personnel Officer and specifically authorized by the City Manager.

5.5.4.3 Additional Administrative Leave shall not be construed to constitute overtime compensation nor be applied on an hour for hour basis.

5.6 Catastrophic Illness or Injury

5.6.1 Represented employees may donate portions of their vacation or administrative leave accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donation of time from other employees must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

5.7 Personnel Records

At the employee's request, after one year from the date of discipline, any disciplinary actions or letter will be purged from the employee's personnel file.

**ARTICLE VI
WORKING CONDITIONS**

6.1 Work Hours

6.1.1 Notwithstanding the establishment of the Fire Operations Shift and the Fire Staff Shift, work hours for each employee shall be those agreed to between the employee and the Fire Chief based on the shift the employee has been assigned by the Fire Chief.

6.2 Strike Team Participation

6.2.1 Unit employees participating in Strike Team or State OES Mutual Aid activities shall be compensated at time and one half for hours spent outside of regular duty hours when the City is being reimbursed at the time and one half rate.

**ARTICLE VII
OTHER COMPENSABLE ITEMS**

7.1 Other Compensable Items Not Set Forth Herein (MODIFIED)

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2010 unless determined otherwise by the Woodland City Council in accordance with law required otherwise by law.

PASSED AND ADOPTED this 15th day of November 2016

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

I, Ana Gonzalez, City Clerk of the City of Woodland in Yolo County, California, hereby certify this Resolution to be a full, true and correct copy of the record of the action taken by the City Council of the City of Woodland, by vote of the members present, as the same appears in the official minutes of said Council at its meeting.

DATED: _____

Ana Gonzalez, Woodland City Clerk

Exhibit A
City of Woodland
FIRE MID-MANAGEMENT EMPLOYEES
Salary Schedule

Effective July 1, 2016					
CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP
Deputy Fire Chief	\$9,191.05	\$9,650.60	\$10,133.13	\$10,639.79	\$11,171.77
Fire Battalion Chief	\$7,992.22	\$8,391.83	\$8,811.42	\$9,251.99	\$9,714.59
Effective January 1, 2017 3% increase					
Deputy Fire Chief	\$9,466.78	\$9,940.12	\$10,437.13	\$10,958.98	\$11,506.93
Fire Battalion Chief	\$8,231.99	\$8,643.58	\$9,075.76	\$9,529.55	\$10,006.02
Effective July 1, 2017 2% increase					
Deputy Fire Chief	\$9,656.12	\$10,138.93	\$10,645.87	\$11,178.16	\$11,737.06
Fire Battalion Chief	\$8,396.63	\$8,816.46	\$9,257.28	\$9,720.14	\$10,206.14
Effective January 1, 2018 2% increase					
Deputy Fire Chief	\$9,849.24	\$10,341.70	\$10,858.79	\$11,401.73	\$11,971.81
Fire Battalion Chief	\$8,564.56	\$8,992.79	\$9,442.42	\$9,914.54	\$10,410.27
Effective July 1, 2018 2% increase					
Deputy Fire Chief	\$10,046.23	\$10,548.54	\$11,075.96	\$11,629.76	\$12,211.24
Fire Battalion Chief	\$8,735.85	\$9,172.64	\$9,631.27	\$10,112.83	\$10,618.47

Attachment A
Fire Department Conversion of Sick Leave and Vacation

Conversion for sick leave and vacation when personnel are transferred from Fire Operations Shift to Fire Staff Shift or from Fire Staff Shift to Fire Operations Shift will be done with a factor of 1.4 ($56 \div 40 = 1.4$).

Example #1

Firefighter has 500 hours of accrued sick leave. Firefighter then transfers from Fire Operations Shift to Fire Staff Shift. The 500 hours of sick leave would become 357.14 hours, as the firefighter would be using it at a different rate than earned.

Accrued hours are divided by 1.4 ($500 \div 1.4 = 357.14$)

Example #2

Firefighter has 500 hours accrued vacation. Firefighter then transfers from Fire Staff Shift to Fire Operations Shift. The 500 hours would become 700 hours, as the firefighter would be using it at a different rate than earned.

Accrued hours are multiplied by 1.4 ($500 \times 1.4 = 700$)

In accordance with section 20862.8 of the Public Employees' Retirement Law, an employee shall be credited at his retirement with 0.004 years of service credit for each unused day of sick leave.

All hours accrued on a shift basis shall be converted to days for calculations of service credit and reported to PERS.

Example #3

A firefighter has 3719 hours accrued from shift work. The hours are converted by dividing by 1.4 conversion factor. The total number of hours is divided by 8 and the total days are multiplied by .004.

$3719 \div 1.4 = 2656.4$ hours

$2656.4 \div 8 = 352$ days

$352 \times .004 = 1.41$ years

Sick leave and vacation will be converted in the same manner on any transfer, temporary or permanent.

Legislation Text

15.

File #: 16-803, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 1, 2016**SUBJECT:** FY2016/17 Contract with the Yolo Emergency Communications Agency

Recommendation for Action: Staff recommends that the City Council approve the FY2016/17 contract for dispatch services with the Yolo Emergency Communications Agency, including \$108,192 in additional funding to supplement the contract amount included in the FY2016/17 budget approved by Council.

Staff Contact

Dan Bellini, Public Safety Chief - 661-7865

Fiscal Impact

The proposed contract results in an annual cost of \$1,931,240 for dispatch services provided to the City of Woodland through a contract with the Yolo Emergency Communication Agency. The contract for 16/17 represents an annual increase of \$109,251 over the FY2015/16 contract. The FY2016/17 budget approved by Council includes \$1,823,048, necessitating a supplemental budget appropriation of \$108,192 from General Fund reserves.

Background

The Yolo Emergency Communication Agency (YECA) is a Joint Powers Authority established in 1988. YECA is the 9-1-1 Public Safety Answering Point (PSAP) for approximately 80% of Yolo County. Member agencies consist of Yolo County, City of Woodland, City of West Sacramento, City of Winters, and Yocha Dehe Wintun Nation.

As part of the 2010-2020 Capital Budget, the City Council approved two Capital Projects to be managed through YECA. The first project was the first phase upgrade to the regional emergency radio communications infrastructure and the second project was replacement of the computer aided dispatch software and hardware. Both projects have been completed with the most recent being completion of the replacement of the computer aided dispatch system which went live in September 2014. These Capital Projects account for \$97,149 of the annual YECA contract.

Discussion

YECA provides dispatch services to four law enforcement agencies, 17 fire agencies, as well as Animal Control, Public Works, County Maintenance, District Attorney's Office, Environmental Health, Mental Health, Probation Department, and Social Services Department. Costs are allocated based on the percentage of calls

for service attributed to the member agency over the previous calendar year. In 2015, the City (Police, Public Works and Fire Departments) experienced an 8.98% increase in calls for service.

Conclusion

Staff recommends that the City Council approve the FY2016/17 contract for dispatch services with the Yolo Emergency Communications Agency, including \$108,192 in additional funds to supplement the contract amount included in the FY2016/17 budget approved by Council.

Prepared by: Elle Murphy
Senior Management Analyst
Public Safety

Dan Bellini
Public Safety Chief



Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY2015/16 CONTRACT
WITH THE YOLO EMERGENCY COMMUNICATION AGENCY IN THE AMOUNT
OF \$1,931,240**

WHEREAS, the Yolo Emergency Communication Agency (YECA), a Joint Powers Authority, serves as the 9-1-1 Public Safety Answering Point (PSAP) for Yolo County, the Cities of Woodland, West Sacramento and Winters, and Yocha Dehe Wintun Nation.

WHEREAS, the annual cost for dispatch services by YECA is based on the percentage of calls for service attributed to the member agency over the previous calendar year.

WHEREAS, the proposed contract results in an annual cost of \$1,931,240 for dispatch services provided to the City of Woodland.

WHEREAS, the FY2016/17 annual budget previously approved by the Council includes \$1,823,048.

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute the FY17 contract with the Yolo Emergency Communication Agency in the amount of \$1,931,240 which includes an additional appropriation of \$108,192 from the General Fund to supplement the contract amount in the FY2016-17 budget previously approved by Council.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

16.

File #: 16-811, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 15, 2016

SUBJECT: PUBLIC HEARING - Spring Lake Specific Plan, Oyang North (PLNG15-00046)
- Request to amend the General Plan and Spring Lake Specific Plan and approve a Tentative Subdivision Map (TSM #5091) and a Development Agreement for a 28.5-acre parcel located within the Spring Lake Specific Plan Area

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

- 1) Conduct a public hearing;
- 2) Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act (**Attachment 1 & 2**);
- 3) Adopt the attached Resolution No. _____, amending the City General Plan land use designations in accordance with the proposed Oyang North General Plan Amendment Exhibit A to **Attachment 3** ;
- 4) Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang North Specific Plan Amendment Exhibit A to **Attachment 4**;
- 5) Adopt the attached Resolution No. _____, approving Tentative Subdivision Map #5091 in accordance with the Conditions of Approval (**Attachment 5**); and
- 6) Introduce and waive the first reading of Ordinance No. _____, approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang North project area located within the Spring Lake Specific Plan Area (**Attachment 6**).

Staff Contact

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

Fiscal Impact

All application processing costs have been paid for by the applicant. The proposed Tentative Subdivision Map includes 112 single family lots. The Spring Lake Infrastructure Fee (SLIF) equivalent is \$42,916 per single family unit, for a total of \$4,806,592. In addition to paying SLIF, this project will also pay the citywide Development Impact Fees (DIF), which are currently \$22,811 per single-family unit, for a total of \$2,554,832. For the estimated 112 multi-family units the SLIF payment of \$28,324 per multi-family unit would result in approximately \$3,172,288. In addition to paying SLIF, the project would also pay citywide DIF, which are currently \$15,702 per unit, for a total of \$1,758,624. Some DIFs may be deferred to occupancy.

Background and Project Summary

The entire SLSP area was prezoned under Ordinance No. 1346, adopted on July 2, 2002 with 8.2 acres of the

subject property pre-zoned R-15/Medium Density, Multi-Family Residential, and the remaining 18.8 acres of the property pre-zoned R-5/Low Density, Single Family Residential.

In June 2015, the project applicant, Bayless & Hicks, a residential real estate entitlement company based in Roseville, submitted applications requesting land use modifications within two Spring Lake residential development areas (**Attachments 7**), “Oyang North” and “Oyang South.” Oyang North is the subject of this staff report; however, it is being processed concurrently with Oyang South. The two project areas are not contiguous. The two properties are owned by different corporate entities, but each entity is controlled by the same people. Due to the common ownership, staff considered proposed land use changes within one area in relation to proposed changes in the other; seeking to achieve a balanced end result that continues to carry forward the goals and objectives of the Spring Lake Specific Plan.

The existing Oyang South site, located at the southeast corner of Marston Drive and Harry Lorenzo Avenue, is currently zoned for very low density residential (R-3) and high density residential (R-25). The Oyang North project site, located at the southeast intersection of Highway 113 and East Gibson Road is currently zoned for low density residential (R-5) and medium density residential (R-15). The proposed land use modifications would relocate the higher density R-25 site from Oyang South to Oyang North to take advantage of the northern site’s proximity to Gibson Road and Highway 113. Gibson Road is served by major bus transit routes that provide alternative transportation within Woodland, as well as to Sacramento, Davis (and UC Davis) and the Sacramento International Airport. Further, the site is closer to amenities such as the Bel Air Grocery Store and other neighborhood serving retail shops.

The low density residential neighborhood pattern is otherwise maintained within both Oyang North and South, with slight modifications to the single family density allowances that allow for additional housing choices within these neighborhoods. Working with city staff, the applicant has agreed to numerous enhancements within both project areas to preserve the traditional neighborhood feel and create a desirable community. Added pedestrian paseos provide bicycle and pedestrian connections to collector roads and “short-cuts” to future and existing Spring Lake park sites and greenbelts.

The property has two significant Heritage Oak Trees located on site. As such, lots “E” and “F” have been set aside as a future dedicated “pocket-parks” or tree preservation lots to preserve the existing on-site trees. Prior to issuance of the grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans to indicate measures that will be taken to protect the trees during construction.

In addition to meeting the Spring Lake energy efficiency requirements, the applicant has agreed that each home shall be photovoltaic ready and: 1) shall be pre-wired; 2) will have adequate roof strength to support solar panels; 3) provide that roofs shall have minimal penetrations in order to accommodate solar panels; 4) shall have a 200 amp main electrical panel; and 5) provide space adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade at the time of initial purchase. Additionally, each garage shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station or as required by the most current California Green Building Standards.

Affordable Housing

The project applicant is proposing to amend the zoning in Oyang North to provide for 4.6 acres of R-25 and to rezone the same 4.8 acres currently zoned R-25 in Oyang South to R-4. The Oyang North project applicant

would then dedicate the 4.6 acre, R-25 site relocated within Oyang North to an affordable housing developer who meets City-specified criteria for the construction of an affordable rental housing project in fulfillment of Oyang North's affordable housing obligation. The affordable housing project would include a minimum of 112 units with affordability levels of at least twenty (20) percent very-low income units (23 units provided for very low income households). The balance of the units shall be at affordability levels acceptable to the CITY including low and moderate income affordability restrictions.

The proposed land dedication is described in further detail below; however, the site would be dedicated in a "shovel-ready" condition allowing expediency in future processing of a project and for a more financially feasible project. A shovel ready site, as well as close proximity to major transit routes and other amenities, such as a grocery store, results in a more competitive site for the purposes of obtaining grant funding and/or tax credits for a future project.

Under the applicant's proposal, the current Oyang North, R-15 designation would be eliminated; however, 8.4 acres of R-8 single family zoning would be incorporated into the single family portion of the site (in addition to the current R-5 zoning). Based on sales prices in similar R-5 and R-8 classifications, which include the new DR Horton Arabella homes, Taylor Morrison's Parkview community, and Lennar's Brookstone subdivision, the higher density single family sites are generally affordable to moderate income buyers with home prices starting in the high \$300,000's and low \$400,000's.

Project Site Description

The Oyang North project site encompasses approximately 28.5 acres of vacant land within the Spring Lake Specific Plan (SLSP) area. The property is located on the southwest corner of East Gibson Road and Harry Lorenzo Avenue. The property is bounded by East Gibson Road to the north, Farm Road to the south, Harry Lorenzo Avenue to the east, and State Highway 113 to the west. The Cal West development project is located directly south. The northern 8.2 acres of the project site are currently zoned Multi-Family Residential/R-15. The southern 18.8 acres are currently zoned Single Family Residential/R-5.

Project Proposal

The Oyang North application proposes: 1) a General Plan Amendment and a Spring Lake Specific Plan Amendment to allow for the rezoning of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site and a portion of the 18.8 acre, R-5/Single Family (Low Density Residential) site; 2) a Tentative Subdivision Map (TSM #5091); and 3) a Development Agreement between the developer (Bayless & Hicks) and the City of Woodland for the development of the project site.

General Plan Amendment

The General Plan Amendments include:

1. Re-designation and reduction in acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential); and
2. Re-designation of the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density Residential).

Specific Plan Amendment

The Specific Plan Amendments include:

1. Rezone and reduction in acreage of the 8.2 acre, R-15/Multifamily (15 du/ac) site to 4.6 acres of R-

25/Multifamily; and

2. Rezone and reduction of the 18.8 acre, R-5/Single Family (5 du/ac) site to 13.9 acres of R-5/Single Family and the addition of 7.7 acres of R-8/Single Family (8 du/ac).

Tentative Subdivision Map

Tentative Subdivision Map #5091 will provide 112 single family residential lots and one (1) multi-family parcel for the future development of a minimum of 112 residential units, as follows:

1. 13.9 acres of R-5, Single Family - 60 single family lots
2. 7.7 acres of R-8, Single Family - 52 single family lots
3. 4.6 acres of R-25, Multi-family - min. 112 residential units

The developer will construct all internal local streets and utilities and any project components including open space access paths and privacy walls. Project access will be primarily from Harry Lorenzo Avenue.

Development Agreement

Resolution No. 3542, adopted on May 15, 1990, establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 *et.seq.* of the Government Code. The Spring Lake Specific Plan (SLSP) requires that each developer enter into a Development Agreement with the City. Development Agreements allow the City to negotiate certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The proposed project includes a Development Agreement to be approved by the City Council between the project developer (Bayless & Hicks) and the City of Woodland. (See **Attachment 6.**)

Public Notification

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

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

Copies of the factual staff report for the proposed project have been on file at City Hall since November 10, 2016.

Applicable Laws, Codes & Ordinances

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

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan (including the Housing Element)
- The City of Woodland Zoning and Subdivision Ordinances
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

- SLSP Financing Plan
- SLSP Design Standard

Previous Actions Taken (to amend the SLSP)

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

1. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff identified errata;
2. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
3. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring Lake Planning Group LLC;
4. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific Plan land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project;
5. November 16, 2010 (Resolution No. 5147) to amend the Spring Lake Specific Plan to remove reference to the Gibson Road Bike/Pedestrian overcrossing and the Class 1 bike path south of Gibson Road between Pioneer High School and Woodland Community College;
6. December 14, 2010 (Resolution No. 5160) to amend the Spring Lake Specific Plan land use designations to relocate the neighborhood commercial and park site on the Cal West property, eliminate a school site and R-5 single-family acreage and increase the R-8 and R-15 acreage;
7. March 5, 2013 (Resolution No. 6155) to amend the Spring Lake Specific Plan land use designations to rezone a 10-acre school site and a 6.22-acre R-20 Multi-family site to 16.22 acres of R-8 single family; and
8. June 17, 2014 (Resolution No. 6257) to amend the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit); and
9. February 3, 2015, (Resolution No. 6383) to amend the Spring Lake Specific Plan land use designations, to rezone an R-15 site to R-8 and rezone a 2 acre neighborhood commercial site to R-8.
10. May 5, 2015, (Resolution No. 6422) to amend the Spring Lake Specific Plan land use designations to rezone portions of the Spring Lake Central Project Area and to reconfigure the subdivision and development proposal.
11. December 15, 2015, (Resolution No. 6540) to amend the Spring Lake Specific Plan land use designations, to rezone a Neighborhood Commercial site to Park in the Heritage Remainder Area.

Environmental Assessment Status

On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearinghouse Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted several CEQA Addenda to the Turn of the Century EIR. Addenda prepared included:

- Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP;
- Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata;
- Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;

- Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
- Addendum #5 (Resolution No. 4583 adopted October 19, 2004) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;
- Addendum #6 (Resolution No. 4806 adopted February 27, 2007), for the purposes of amending the Plan based on a request by Reynen and Bardis;
- Addendum #7 (Resolution No. 5146 adopted November 16, 2010) for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path;
- Addendum #8 (Resolution No. 5159 adopted December 14, 2010) for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site; and
- Addendum #9 (Resolution No. 6117 adopted March 5, 2013) for the purposes of amending the Plan based on a request by the ALC IV Woodland Spring Lake, LLC to modify land use designations on 16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation;
- Addendum #10 (Resolution No. 6255 adopted June 17, 2014) for the purposes of amending the Plan based on a request by Turn of the Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit);
- Addendum #11 (Resolution No. 6381 adopted February 3, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to rezone portions of the Cal West project site;
- Addendum #12 (Resolution No. 6420 adopted May 5, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership to rezone portions of the Spring Lake Central project site; and
- Addendum #13 (Resolution No. 6538 adopted October 6, 2015) for the purposes of amending the General Plan, Spring Lake Specific Plan and Development Agreement to rezone approximately 2 acres of the ±114 acre Heritage Remainder Area (TSM #4784) from Neighborhood Commercial (NC) to Park/Open Space, consistent with the adjacent 8 acre Park/Open Space zoning.

Proposed Addendum

Section 15182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. The proposed revisions, which result in a similar number of residential units, will result in environmental impacts that would be similar to those identified in the previous EIR. Infrastructure improvements beyond those previously anticipated will not be required. In addition, the daily trip generation will not be significantly different from that anticipated in the SLSP, Turn of the Century EIR and in the previously approved project, as described in the CEQA EIR Addendum (**Attachment 2**).

Tree Preservation

An Arborist report was prepared on June 1, 2015. The City regulates impacts to or removal of trees under Section 20A of the Municipal Code. Trees are defined as any woody plant with a trunk of 6 inches or more in diameter at breast height (54 inches above grade). Applications for new development must include a program

for the preservation of the street trees, heritage, specimen and landmark trees and trees with aesthetic value. Replacement planting is required for each heritage, specimen and landmark tree removed at a rate of four, 15-gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Mitigation for removal of street trees is at a rate of two 15-gallon trees for each six inches removed.

The report identified a total of 33 trees in Oyang North, consisting of Valley Oaks, English Walnut and California Black Walnut. One of the California Black Walnuts was recommended for removal and one Valley Oak Tree (64 inches diameter at breast height) was also recommended for removal due to the nature and extent of defects, compromised health and structural instability. Three Heritage Oak Trees were identified in the area including the Valley Oak described above and recommended for removal. The remaining two Heritage Oaks are being preserved on Lots “E” and “F” of the Tentative Map as small pocket parks or tree preservation lots.

A condition (COA #31) has been placed on the project with regard to preservation of the Heritage Oak Trees as follows:

- ***Preservation.** The City’s Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved, identified as tree numbers #154 (Lot E) and #182 (Lot F). Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.*
 - A. *The oak trees on Lot E and Lot F shall be preserved in place. Lots E and F shall be dedicated to the city to create a small pocket park around the existing trees. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and design approved by the Community Development and Public Works Departments prior to acceptance of the final map(s) which dedicates Lot E and F.*
 - B. *Landscape lots B, C, D, E and F shall be included in the Spring Lake Landscape and Lighting District.*
 - C. *Evaluation of the trees’ (#154 and #182) health and general condition shall be provided by a certified arborist prior to commencement of grading and prior to the issuance of the first building permit. Should the general health and condition of either tree warrant removal, suitable replacement trees shall be planted pursuant to the approval of the Community Development Department and Public Works.*

Review Agency Comments

The application was circulated for review by agencies of jurisdiction. The comments from Development Engineering, Housing, Building, Fire, and Police, have been incorporated as Conditions of Approval.

Staff Analysis

Staff supports this project, subject to the recommended provisions in the First Amendment to the Development Agreement and conditions of approval, and provides the following analysis:

General Plan Consistency

The proposed General Plan Amendment increases the amount of acreage in the high, low, and medium-low density land use categories and decreases the amount of acreage in the medium density land use category by re-designating and reducing the acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential) and by re-designating the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density Residential).

The proposed modification provides for a mix of single family residential densities within the southern portion of the project site. “Village 2,” as identified in TSM #5091, wraps along the southern boundary of the site and allows for an appropriate transition between the development to the south of the project (Cal West/Lennar Homes Brookfield Development), which is also zoned R-8.

The size of the multi-family site decreases by approximately 3.6 acres; however, the increased density allows for an increased number of units within a smaller footprint. It is anticipated that a minimum of 112 multi-family units can be developed on the proposed 4.6 acre, R-25 site, which is approximately the same number of units originally anticipated within the current R-15 zoning (82-123 units).

The City Council initially determined that the Spring Lake Specific Plan is consistent with the General Plan. This consistency is maintained at the project level via a determination of consistency with the SLSP.

Spring Lake Specific Plan Consistency

Spring Lake Land Use Element and Housing Balance

Plan Density

The Spring Lake Specific Plan has a goal of an overall Plan net density of 4.8 units per acre for single family and a Plan wide net density of 6.1 units per acre. The proposed overall net density for this subdivision is 7.9 units per acre with a single family net density of 5.2 units per acre. The density numbers for this project (7.9 units per acre) are somewhat higher than the Plan goal of 4.8 units per acre, but the overall development density within the Spring Lake Plan Area remains within a consistent range. Staff will continue to monitor the Plan wide density balance with each proposed amendment. Adding this project’s proposed change (including proposed changed to Oyang South), the overall Plan density would be approximately 6.08 units/acre.

Housing Balance

Further, the project itself will have a single family to multi-family ratio of 50% single family units (112) to 50% multi-family units (112). Implementation of this project and the concurrently processed Oyang South project would result in a Plan wide ratio of 75% single family to 25% multi-family. This Plan wide ratio is not a substantial deviation from the Plan goal of 71% single-family units and 29% multi-family units.

Use Configuration

Staff supports the relocation of the R-25, higher density multi-family development site from Oyang South to Oyang North, closer to neighborhood amenities, including the Bel Air grocery store and other neighborhood serving retail just northeast of the site on Gibson Road. The site is also closer to major Yolo Bus routes/stops along Gibson Road for residents that may not have access to a vehicle.

Spring Lake Plan Consistency

In order to assess project consistency with the SLSP development requirements, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

Spring Lake Housing Element

Affordable Housing

The project is subject to the Spring Lake Affordable Housing Plan, which requires that ten percent (10%) of single-family units be affordable to low-income households. The multi-family requirement is that either, ten percent (10%) of all multi-family units be affordable to low-income households and twenty percent (20%) of the units be affordable to very low income households, or that twenty-five percent (25%) of the multi-family units be affordable to very low income households.

The current project proposal is for 112 single family units and 112 multi-family units, resulting in a requirement for 12 low-income, affordable single family units and either 35 low and very low affordable multi-family units or 28 very-low affordable multi-family units.

In-lieu of constructing the affordable housing units or paying the in-lieu fee (equivalent to \$57,800 per required single-family affordable unit totaling \$693,600 for the project), the applicant has agreed to dedicate the 4.6-acre multi-family site to a qualifying affordable housing developer for the construction of an affordable rental housing project. The affordable housing project shall include a minimum of 112 units but may be phased based on financing availability. Affordability levels for the units shall consist of at least twenty (20) percent very-low income units. The balance of the units shall be at affordability levels acceptable to the City.

Per the project Development Agreement, the project applicant shall submit to the City the name and experience of the affordable housing developer within 12 months of execution of this Development Agreement. The affordable housing developer shall be a legal non-profit or for-profit affordable housing developer registered with the State of California. The applicant shall submit to the City the preliminary project development and financing plan from the developer, proposed affordability levels and developer's prior experience completing affordable housing development projects.

The City shall review the qualifications of the proposed affordable housing developer and provide written approval or denial within 30 business days of receipt of name and qualifications of the developer. If a qualifying developer is not submitted and approved within 12 months of execution of the DA, then the 4.6-acre multi-family site shall be deeded to the City.

The project applicant has agreed to create a separate legal parcel for the multi-family site with the first final map for the property and construct the frontage improvements, including utility stubs of sufficient size to serve the property, with the first final map. The multi-family site shall be ready for construction ("shovel ready"),

site graded and compacted, frontage roadways completed and utilities stubbed to the property, and free of any existing contracts, encumbrances or unusual easements, subject to the review and approval by the City Attorney.

The value of the 4.6-acre multifamily site is estimated to be \$900,000 which was determined based on an approximate land value of \$200,000 per acre.

Upon dedication of the multi-family site to a qualifying affordable housing developer or to the city, the applicant shall be credited Nine Hundred Thousand Dollars (\$900,000) toward its affordable housing obligation. The Project affordable housing obligation of \$693,600, less the \$900,000 credit for the dedication of the 4.6-acre multi-family site, gives the Project a Two Hundred Six Thousand, Four Hundred Dollars (\$206,400) credit in affordable housing fees. The applicant may apply this credit toward the on-site affordable housing obligation of the neighboring Oyang South project.

The Spring Lake Offsite Affordable Housing fee shall be One Thousand One Hundred Dollars (\$1,100) per market rate single family lot as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of each final map.

The design and layout of the multi-family site will be subject to Site Plan and Design Review approval by the Planning Commission.

Staff met with Alyssa Meyer of Legal Services of Northern California to review the affordable housing proposal for the project. She found the proposal to be acceptable as it would provide substantial in-lieu fees as well as a much needed land dedication site that is of suitable size, location, and condition to position it to compete well for tax credit financing.

Spring Lake Financing (SLIF)

In order to maintain the fiscal and financial feasibility of the SLSP, it is the City's goal in implementing the SLSP that the number of constructed units be as close as possible to the number of planned units. The initial constructed density requirement was set for the SLSP at 95 percent (95%) of the planned densities. However, a December 2008 amendment to the Spring Lake Infrastructure Fee (SLIF) plan increased the constructed density requirement to 100 percent (100%) of the planned density in order to reduce the overall SLIF fee; in assuming a greater density, the fees are spread over a larger number of assumed units. This change was made at the request of the development community and has been built into assumptions in the Spring Lake Capital Improvement Plan (CIP).

The total amount of SLIF revenue collected after the proposed Oyang North and Oyang South rezones is generally consistent with anticipated pre-zoning revenue and no additional fee "make-up" is required. However, if the total number of single family residential units drops below 112, a supplemental SLIF fee for Oyang North shall be due and payable prior to final map approval.

Tentative Map Review

The proposed lot layout (**Attachment 8**) is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side in a few cases.

The subject property is comprised of one (1) parcel totaling 28.5 gross acres. The proposed 60 R-5 lots range

in size from 5,500 to 10,035 square feet with an average lot size of 6,990 square feet. Lot depths range from 100 to 140 feet with an average lot depth of 108 feet. The R-5 lots have lot widths ranging from 55 to 85 feet with an average lot width of 64 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 50-foot minimum and 55-foot average. Lot widths are measured at a point midway between the front and rear property lines.

The proposed 52 R-8 lots range in size from 3,997 to 9,305 square feet with an average lot size of 4,599 square feet. Lot depths range from 80 to 100 feet with an average lot depth of 84 feet. The R-8 lots have lot widths ranging from 50 to 92 feet with an average 55-foot lot width. These lot widths meet the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 40-foot minimum and 45-foot average.

The proposed R-25 lot is 4.6 acres, allowing for an anticipated 112 multi-family units. The exact number of units and the layout will be provided when a project is submitted for Site Plan and Design Review, which is reviewed by the Planning Commission.

Lot Width - Development Regulation 2.35.5 states that lot widths along a block shall be varied. The tentative map meets this requirement as not more than three lots of the same width are located in a row, and the lot widths vary by at least three feet.

Block length - Development Regulation 2.34 and Table 2.4 lists the block length in the R-5 zone as 400 to 600 feet desirable with a maximum of 840 feet; R-8 zone as 400 feet desirable with a maximum of 600 feet. The goal is to not exceed 10 homes on one side of the block. All of the proposed blocks within the subdivision map comply with this requirement with the exception of the block between Harry Lorenzo Avenue and Street "C," which exceeds the standard by one lot. However, the block is broken up in the middle by a 25-foot pedestrian path/paseo. Therefore, staff finds that the proposed tentative map is in substantial conformance with the block length requirements.

Back-on Lots - Development Regulation 2.35.2 provides that *Residential lots shall avoid, to the greatest feasible extent, backing on to greenbelts.* There are no greenbelts proposed within the subdivision.

Cul-de-Sac Calculation - Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. There is one proposed cul-de-sac within the subdivision with five lots; equivalent to four percent (4%) of the total number of lots in the subdivision.

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides two (2), 25-foot pedestrian/bike paseos connecting the interior of the subdivision to Harry Lorenzo Avenue. There are no immediately adjacent parks or greenbelts to the subdivision, however, the proposed streets align with the streets to the south, which end at Park N1 located within the Cal West/Lennar Homes subdivision. Park N1 connects directly with the northern most greenbelt, running north along Farmers Central Road.

Entry Sign - Per the Spring Lake Design Standards 1.6.2, a sign shall be provided at the southwest corner entry of Harry Lorenzo Avenue and "A" Street consistent with SL Design Standard 1.6.2. The applicant shall submit a proposed design for review and approval prior to approval of the first final map. The signs shall be installed prior to certificate of occupancy of the first house permit.

Energy Efficiency - The project shall comply with minimum energy efficiency standards provided in

Development Standard 2.25, which requires five percent (5%) of all units to have roof photovoltaic energy systems or other alternative energy systems. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP).

Each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) have roofs to have minimal penetrations in order to accommodate solar panels; 4) have a 200 amp main electrical panel; and 5) have space provided adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.

Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in the garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.

Water Conservation Ordinance - The project shall comply with the City's Water Conservation Ordinance and any applicable state water conservation requirements.

Fencing

Residential Fencing: All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis conducted by J.C. Brennan & Associates. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1) and shall be coordinated for consistency of design with the freeway sound barrier for the Cal West project located directly south of this project site. The entire length of the project sound wall for the single family detached portion of the project, with returns, shall be constructed at one time, with the first final map to the northerly access point consistent with the recommendations contained in the Acoustical study. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the first final map.

Therefore, in light of all of the above the proposed project as conditioned is consistent with the City's Spring Lake Specific Plan.

Mitigation Monitoring Plan (MMP)

The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

Consistency with Other Land Use Plans

The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

Zoning Ordinance Consistency

Lot Coverage - The maximum lot coverage is 50 percent. Future site development shall be consistent with this standard and specific floor plans and site design shall be reviewed for consistency.

Off Street Parking - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces.

The proposed project as conditioned is consistent with the City's Zoning Ordinance.

Subdivision Ordinance Consistency

The proposed circulation pattern consists of a collector street, Harry Lorenzo Avenue. Local streets include Farm Road and various yet-to-be named local streets.

Local builder requirements, Section 21-15-1 of the City's Subdivision Ordinance, as well as Development Regulation 2.27 in the Spring Lake Plan, provide for the sale of lots to local building contractors. The intent of this regulation was to provide the opportunity for the local building community to participate in development in the City. The larger builders were perceived as having the advantage of being able to pick up large numbers of lots. The regulation provides for a process to allow the lots to be offered for a limited time (45-days) to local builders and have to be offered at a fair market price.

The project as conditioned is consistent with the City's Subdivision Ordinance.

Infrastructure Master Plans

The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

Spring Lake Specific Plan Design Standards

The SLSP Design Standards adopted on May 20, 2003, identify minimum design requirements for development within the Spring Lake area including architectural requirements for the homes and landscaping requirements for public improvements. A condition has been added that requires future development, within the project to complete Design Review as required by the Spring Lake Design Standards.

Planning Commission Action

At its October 27, 2016 special meeting, the Woodland Planning Commission voted unanimously (4-0) to recommend City Council approval of the project as outlined below (Four members present, three absent).

Conclusion

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

Conduct a public hearing;

- 1) Adopt the attached Resolution No._____, approving the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act (**Attachment 1 & 2**);

- 2) Adopt the attached Resolution No._____, amending the City General Plan land use designations in accordance with the proposed Oyang North General Plan Amendment Exhibit A to **Attachment 3**;
- 3) Adopt the attached Resolution No._____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang North Specific Plan Amendment Exhibit A to **Attachment 4**;
- 4) Adopt the attached Resolution No._____, approving Tentative Subdivision Map #5091 in accordance with the Conditions of Approval (**Attachment 5**); and
- 5) Introduce and waive the first reading of Ordinance No.____, approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang North project area located within the Spring Lake Specific Plan Area (**Attachment 6**).

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Assistant City Manager/Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

1. City Council Resolution - CEQA EIR Addendum
2. CEQA EIR Addendum for Oyang North
3. City Council Resolution - General Plan Amendment
4. City Council Resolution - Specific Plan Amendment
5. City Council Resolution - Tentative Subdivision Map #5091
6. City Council Ordinance - Project Development Agreement and Conditions of Approval
7. General Application Form and Project Justification Letter
8. Full Plan Set - Tentative Subdivision Map #5091

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND ADOPTING CEQA EIR ADDENDUM #14 TO THE TURN
OF THE CENTURY EIR**

WHEREAS, on August 12, 2000, the City Council adopted Resolution No. 4215 Certifying the Environmental Impact Report (EIR)(SCH#99022069) for the Spring Lake Specific Plan (SLSP); and

WHEREAS, on December 18, 2001, the City Council adopted Resolution No. 4330 adopting EIR Addendum #1 to the Certified EIR and approving the Spring Lake Specific Plan; and

WHEREAS, on November 19, 2002, the City Council adopted Resolution No. 4399 adopting EIR Addendum #2 to the Certified EIR and approving Amendment #1 to the Spring Lake Specific Plan; and

WHEREAS, on December 17, 2002, the City Council adopted Resolution No. 4406 adopting EIR Addendum #3 to the Certified EIR and approving Amendment #2 to the Spring Lake Specific Plan; and

WHEREAS, on April 15, 2003, the City Council adopted EIR Addendum #4 for the proposed Williamson Act Rescission Agreement for the Russell Property; and

WHEREAS, on August 19, 2003, the City Council adopted Resolution No. 4467 adopting the Final Supplemental EIR to the Certified EIR and approving the Spring Lake Specific Plan Off-Site Infrastructure Facilities; and

WHEREAS, on May 4, 2004, the City Council adopted Resolution No. 4537 adopting EIR Addendum #1 to the Supplement to the Turn of the Century Specific Plan EIR to address offsite infrastructure facilities; and

WHEREAS, on October 19, 2004, the City Council held a noticed public hearing to consider EIR Addendum #5 and Spring Lake Specific Plan Amendment #3; and

WHEREAS, on February 27, 2007, the City Council held a noticed public hearing to consider EIR Addendum #6 and Spring Lake Specific Plan Amendment #4, for the purposes of amending the plan based on a request by Reynen and Bardis for the Spring Lake Central project; and

WHEREAS, on November 16, 2010, the City Council held a noticed public hearing to consider EIR Addendum #7 and Spring Lake Specific Plan Amendment # 5 for the purposes of amending the plan based on a request by Gibson Ogden Investors, LLC to remove a bike overcrossing on Gibson Road and a bike path east of the High School; and

WHEREAS, on December 14, 2010, the City Council held a noticed public hearing to consider EIR Addendum #8 and Spring Lake Specific Plan Amendment #6 for the purposes of amending the plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site; and

WHEREAS, on March 5, 2013, the City Council held a noticed public hearing to consider EIR Addendum #9 and Spring Lake Specific Plan Amendment #7 for the purposes of amending the plan based on a request by ALC IV Woodland Spring Lake, LLC to modify land use designations and rezone a school site; and

WHEREAS, on June 17, 2014, the City Council held a noticed public hearing to consider EIR Addendum #10 and Spring Lake Specific Plan Amendment #8 for the purposes of amending the Plan based on a request by the Turn of the Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit); and

WHEREAS, on February 3, 2015, the City Council held a noticed public hearing to consider EIR Addendum #11 for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC, and Optimistic Partners, LLC to rezone portions of the Cal West project site; and

WHEREAS, on May 5, 2015, the City Council held a noticed public hearing to consider EIR Addendum #12 for the purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership to rezone portions of the Spring Lake Central project site; and

WHEREAS, on September 1, 2015, the City Council held a noticed public hearing to consider the proposed EIR Addendum #13 for the purposes of amending the Spring Lake Specific Plan based on a request by Turn of the Century, LLC, to rezone portions of the Heritage Remainder Area Project Site; and

WHEREAS, on November 15, 2016, the City Council held a noticed public hearing to consider the proposed EIR Addendum #14 for the purposes of amending the Spring Lake Specific Plan based on a request by Vacaville Land Investors, LLC, to rezone portions of the Oyang North Project Site.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Woodland hereby takes the following actions:

1. Affirms that EIR Addendum #14 is hereby included (Exhibit “1”) in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #14 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.

3. Affirms the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and Resolution 4330 (December 19, 2001).

4. Adopts EIR Addendum #14 dated October 2016, as attached.

PASSED AND ADOPTED by the City Council on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit "1" - CEQA EIR Addendum

EXHIBIT 1
[Oyang North CEQA EIR Addendum]

CEQA ADDENDUM

TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

CERTIFIED AUGUST 15, 2000
(SCH# 1999022069)

FOR THE OYANG NORTH PROJECT

PREPARED FOR
THE CITY OF WOODLAND



OCTOBER 2016

PREPARED BY



RANEY

PLANNING & MANAGEMENT, INC.

1501 SPORTS DRIVE, SUITE A, SACRAMENTO, CA 95834

1	ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE OYANG NORTH PROJECT
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CEQA Requirements

This document has been prepared as an Addendum to the Turn of the Century Specific Plan Environmental Impact Report (TOCSP EIR) (SCH# 1999022069) in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15164. CEQA Guidelines Section 15164(a) states “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Pursuant to Section 15164(e) a brief explanation is provided herein documenting the City’s decision that preparation of a subsequent EIR is not required. Furthermore, a detailed discussion of the criteria set forward in Section 15162 is provided within this document to further substantiate the finding that a subsequent EIR is not required.

The CEQA Guidelines Sections 15164(c) and (d) state that an addendum need not be circulated for public review, but can be included or attached to the Final EIR or adopted negative declaration and the decision-making body shall consider the addendum with the Final EIR or adopted negative declaration prior to making a decision on the project.

Section 15164 was created in response to Public Resources Code Section 21166, which provides that subsequent or supplemental EIR shall not be required unless “substantial changes” in the project or the circumstances under which the project is being undertaken will necessitate, “major revisions” of the EIR, or “new information” which was not known and could have not been known at the time the EIR was certified, becomes available.

The requirements of the CEQA Guidelines are described in more detail in the matrix below.

This addendum demonstrates that the circumstances, impacts, and mitigation measures identified in the TOCSP EIR remain substantively unchanged by the project described herein, and supports the finding that the proposed modification does not raise any new environmental issues and does not cause the level of impacts identified in the previous EIR to be exceeded.

Background

The City of Woodland is seeking to appropriately document the changes that have been proposed for the Spring Lake Specific Plan (SLSP) and General Plan for the Oyang North Project (proposed project) as the proposed project relates to the TOCSP EIR. The SLSP, which was originally titled the Turn of the Century Specific Plan (TOCSP), combines elements of the General Plan and Zoning Ordinance into a single document tailored to the SLSP area and

establishes specific development policies, land use designations, development regulations, and design standards for development of the SLSP area. The TOCSP EIR included the evaluation of buildout of the SLSP, which would consist of 1,097 acres located primarily south of Gibson Road and east of State Route (SR) 113. Buildout of the SLSP as approved would include approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The SLSP sets forth specific goals, policies and objectives for achieving, to the best extent possible, a balance between the market demand for residential growth and the need for corresponding commercial development, and the ability of the City of Woodland to absorb residential and commercial development over a 15-year planning horizon. The SLSP has been amended multiple times to accommodate specific changes in proposed developments. Examples of such amendments include changes to land use designations and reducing the number of school sites required for the SLSP area.

Project Description

The project site is located adjacent to SR 113, and is bordered to the west by Harry Lorenzo Avenue, to the north by East Gibson Road and to the south by Farm Road. The proposed project includes a General Plan Amendment from Low and Medium Density Residential to Low, Medium and High Density Residential. In addition, the applicant is requesting a SLSP Amendment from Single Family Residential R-5 and Multi Family Residential R-15 to Single Family Residential R-5 and R-8 and Multi Family Residential R-25. The SLSP Amendment would also reduce the Caltrans right-of-way area on the site from approximately 1.5 acres to approximately 1.1 acres. The proposed project includes a tentative map that subdivides the site into 112 lots for single-family residential lots and one lot for 112 multi-family units, resulting in a total buildout of 224 residential units.

As shown in Table 1, the SLSP buildout included 18.8 acres for 94 single-family residential units designated R-5, as well as 8.2 acres for 123 multi-family residential units designated R-15. The existing R-5 and R-15 SLSP designations allow a maximum buildout of 217 residential units for the project site, seven less than the proposed project. A concurrent application for the nearby Oyang South Project includes 522 proposed residential units, which is a 55-unit reduction from what was originally anticipated for the buildout of the Oyang South Project site by the SLSP. As discussed throughout this addendum, the increase of seven units within the Oyang North property would not be expected to lead to a significant increase in any environmental impacts, especially given the net reduction of 48 units between the Oyang North and Oyang South project sites. Applications for both projects have been submitted and the applications are being processed concurrently.

Table 1					
Oyang North Specific Plan Designation Comparison					
Existing			Proposed		
Designation	Area (Acres)	# of Units	Designation	Area (Acres)	# of Units
R-5	18.8	94	R-5	14.6	60
R-15	8.2	123	R-8	7.7	52
RW	1.5	N/A	R-25	5.1	112
			RW	1.1	N/A
Total	28.5	217	Total	28.5	224
<i>Source: Oyang North Site Plans City of Woodland. Spring Lake Specific Plan. Adopted December 18, 2001.</i>					

The tentative subdivision map and re-designation would divide the 28-acre site into three villages. Village One and Two would be located where the previous R-5-designated single-family units were located. Village One would remain designated R-5 Single-Family Residential, which allows for a density of five du/ac, whereas Village Two would be designated R-8 Single-Family Residential, which allows for a density of eight du/ac. Village Three would be located where the previous R-15 multi-family residential units were located and be redesignated R-25, which would allow for 25 du/ac.

It should be noted that although the proposed project includes re-designation of a portion of the project site, the proposed project would not include new types of land uses, such as commercial or industrial uses, which could result in more severe impacts than the various residential densities anticipated in the SLSP or analyzed in the TOCSP EIR. Therefore, although the project would slightly change the density of housing anticipated for the project site, the type of land uses would still be in keeping with the land uses anticipated by the SLSP.

The Oyang South Project has concurrently requested a General Plan Amendment and Specific Plan Amendment to modify the SLSP designations of R-3 Single-Family Residential and R-25 Multi-Family Residential to R-4 Single-Family Residential. The existing R-25 Multi-Family Residential designation would move to the Oyang North project site. Therefore, while the both the Oyang North Project and Oyang South Project include requests for re-designations, the requests would essentially balance between the projects, with a net reduction of 48 units.

The proposed project includes a request for approval of a Tree Plan in accordance with Chapter 20A of the City of Woodland's Municipal Code. The proposed project includes a Tree Plan and Preliminary Tree Removal & Fencing Exhibit, which includes the location, size, species, and condition of all existing trees, while also disclosing which trees would be preserved and which trees would be removed as part of the proposed project. The proposed project's Tree Plan also provides for a tree replacement program to mitigate for the trees proposed for removal.

In addition, the proposed project includes the request for approval of a Development Agreement for the proposed residential development. The agreement would be between the City and the Developer, Vacaville Investors, LLC, which has agreed to assume the purchase obligations from the applicant, Bayless & Hicks.

The proposed project requires consideration for approval of the following discretionary actions by the City:

- General Plan Amendment;
- Spring Lake Specific Plan Amendment;
- Tentative Subdivision Map Approval;
- Approval of a Development Agreement; and
- Approval of a Tree Plan.

Determination

According to the SLSP, and the TOCSP EIR, implementation of the SLSP is anticipated to result in significant impacts in the areas of land use, agricultural resources, hydrology, biological resources, traffic and circulation, air quality, noise, visual resources, cultural resources, affordable housing, public health, public services, and community services. The EIR has concluded that SLSP impacts can likely be fully mitigated except in the following areas:

- Loss of farmland;
- Cumulative loss of farmland;
- Impacts to groundwater;
- Loss of Swainson's Hawk foraging habitat;
- Cumulative impacts to wildlife habitat;
- Project air quality emissions;
- Increased ambient noise;
- Cumulative traffic noise;
- Project nuisance impact from black gnats; and;
- Cumulative nuisance impacts from black gnats.

In order to assess whether additional CEQA review is required for the proposed project, an analysis of CEQA Guidelines Section 15162 has been prepared. The matrix below provides verbatim wording from the CEQA Guidelines Section 15162 and a corresponding analysis of the applicability of each section to the proposed project.

In review of the proposed project, staff has concluded that the project does not represent a substantive change in the approval of the SLSP as analyzed under the TOCSP EIR. Similarly, all impacts and standards of significance described in the TOCSP EIR are applicable to the proposed project. Mitigation measures adopted with the TOCSP EIR would likewise apply. None of the significant environmental impact identified above and in the TOCSP EIR are worsened due to the land use changes which would be part of the proposed project.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:	In conjunction with the approval of requested entitlements, the proposed project includes a request for certification of an Addendum to the TOCSP EIR. The TOCSP EIR evaluated 94 single-family residential units, 123 multi-family units, and a right-of-way on the project site. Although, the project includes re-designation of the site for higher densities and would result in the development of 112 multi-family residential dwelling units and 112 single-family residential dwelling units, the increase of seven total units would not result in substantial changes or new information requiring a subsequent EIR. Additionally, while the proposed project would slightly increase the number of units placed in the Oyang North project site, the application for the Oyang South Project includes a reduction of 55 units from what was anticipated by the SLSP for the Oyang South Project site, and such a reduction would more than off-set the seven-unit increase in the Oyang North Project. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.
(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;	The proposed land use changes to the SLSP would include relocation of residential densities within the SLSP area. Proposed changes would include re-designation of the project site resulting in a reduction in area designated R-5, re-designation of the R-15 area to R-25, and the re-designation of 7.7 acres to R-8. The project includes approximately seven more units than anticipated by the SLSP and previously analyzed in the TOCSP EIR and could thus increase demand for public services such as sewer, schools, water supply, and parks, and/or increase impacts related to traffic, drainage, noise, air quality, biological resources, and hazards. Such potential impacts are analyzed below. Sewer Sewer collection for the project areas is planned to include a ten-inch sewer line in Harry Lorenzo Avenue. The possible impacts of the seven additional dwelling units proposed by the project were analyzed in a Technical Memorandum prepared by Wood Rodgers on September 18, 2015 for the proposed project. The results of the sewer capacity analysis are presented in Table 2 below.

Comparison of 15162 CEQA Requirements and Project			
CEQA Requirement (Section 15162)	Relationship to Request		
	Table 2 Sewer Capacity		
	Sewer Line Size	Total Project Demand	Line Capacity
	8"	0.19	0.38
	10"	.039	0.52
	<i>Source: Wood Rodgers, Technical Memorandum, September 18, 2015</i>		
	As shown in Table 2, the increase of seven units included as part of the proposed project would not exceed the capacity of the anticipated sewer infrastructure. Moreover, while the proposed project includes seven additional residential units, the application for the Oyang South Project includes a reduction of 55 units. As a result, the demand increase resultant from the proposed addition of seven units by the Oyang North project would be off-set by the demand reduction resultant from the Oyang South unit reductions. Regardless of the Oyang South Project's unit reductions, the proposed project would not require upsizing of any sewer pipes or sewer treatment facilities beyond those anticipated in the SLSP and TOCSP EIR, and would not create new or significantly more severe environmental impacts. Schools As noted above, the project would introduce 224 residential units to the project area. The 224 new residential units would also introduce new students into the area. Public facility needs, including schools, were addressed in the SLSP through the designation of land for elementary schools, one middle school and one high school. School facilities needs were estimated using buildout projections for the entire project area, which includes both the Oyang North project area and the Oyang South project area. Therefore, although the proposed project would exceed the number of units anticipated for the project site, the reduction of 55 units included in the application submitted for the Oyang South project site would more than off-set any potential increase in demand caused by the seven additional units in Oyang North. As a result, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts.		

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	Water Supply The SLSP, identifies the need for at least three new wells to be constructed to meet buildout demand of the entire SLSP project area. The project site would be served by a proposed 12-inch water main in Harry Lorenzo Avenue. Major connections to the 12-inch water main in Harry Lorenzo Avenue would be made from Street A and Street E depicted on the Oyang North Tentative Map. Development of the project site for 217 residential units, and the resultant increase in water demand, was included as part of the total SLSP demand and estimated to be 3,230 acre feet per year. Although the proposed project includes seven more units, at 224 units, the increase in water demand of Oyang North would be offset by the reduction in water demand from Oyang South, as the current proposal for Oyang South includes 55 fewer units than originally anticipated. Additionally, the proposed project includes a greater number of higher density residential units than previously approved for the project site, with both R-8 and R-25 densities being proposed as part of the project. Because higher density residential land uses typically consume less water per dwelling unit than low density residential units the overall water use of the proposed project would likely be equal to or less than what was anticipated for the project site by the TOCSP EIR. Therefore, the project would not require the development of additional water supply infrastructure beyond what was analyzed in the TOCSP EIR. As a result, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to water supplies. Parks The SLSP included public parks as an integral component of the plan. Parks were provided on a ratio of 5 acres per 1,000 population, and were meant to be the focus of the communities. Although the proposed project would include seven additional housing units, the population of the seven additional units would not be large enough to substantially alter the park to population ratio. Included in the Park Development Regulations is Regulation 5.6 which requires individual projects to pay the appropriate park development fee, and as such the proposed project would be required to pay such fees. The Oyang North project site does not currently contain any lands designated for future park uses, and the proposed project does not include the re-designation of any parkland for other uses. Additionally, while the proposed project would include the construction of seven more housing units in the Oyang North

Comparison of 15162 CEQA Requirements and Project																	
CEQA Requirement (Section 15162)	Relationship to Request																
	development, the Oyang South development includes a 55-unit reduction. The net decrease of 48 units would decrease the overall demand on parks in the area. Given the payment of park development fees and the net reduction in units between Oyang North and Oyang South, the proposed project would not result in any new or significantly more severe impacts to public parks. Traffic The TOCSP EIR included an analysis of the potential traffic impacts resulting from the SLSP. The TOCSP EIR’s analysis used level of service (LOS) standards to assess the significance of potential impacts. LOS allows for studied intersections to be graded on how efficiently traffic moves through the intersection, primarily during the busiest times of day known as the Peak Hours. Because the TOCSP EIR relied on LOS standards, the proposed project would result in an impact if the project degraded the LOS of nearby intersections in a new or significantly more severe way than anticipated in the TOCSP EIR. To investigate the proposed project’s potential traffic impacts a Technical Memorandum was prepared for the project by Wood Rodgers, which compared the currently proposed project’s traffic generation to the traffic anticipated by the TOCSP EIR. The Technical Memorandum concluded that by revising the project densities from R-5 and R-15 to R-5, R-8, and R-25 the average daily trips (ADT) created by the proposed project would slightly increase while the peak hour trips would slightly decline. Table 3 presents the estimated traffic generation rates for the SLSP approved land uses and the proposed project. <table><tr><th colspan="3">Table 3 Traffic Generation Comparison</th></tr><tr><th></th><th>Average Daily Trips</th><th>Total Peak Hour Trips</th></tr><tr><td>SLSP Approved</td><td>1,610</td><td>190</td></tr><tr><td>Proposed</td><td>1,811</td><td>177</td></tr><tr><td>Difference</td><td>+201</td><td>-13</td></tr></table> Source: Wood Rodgers, Technical Memorandum. September 16 ,2015 As previously discussed, traffic impacts in the TOCSP EIR are based off of LOS standards. The LOS of an intersection is determined using peak hour traffic counts; therefore, although the proposed project would result in an increase in ADT, the reduction in peak hour traffic		Table 3 Traffic Generation Comparison				Average Daily Trips	Total Peak Hour Trips	SLSP Approved	1,610	190	Proposed	1,811	177	Difference	+201	-13
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Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	would ensure that the proposed project's impact on nearby intersection LOS traffic would be less than or equal to impacts anticipated by the TOCSP EIR. It should be noted that the Technical Memorandum did not include the reduction in area traffic that would occur through the elimination of 55 units from the Oyang South project. Reducing the overall traffic demand by 55 units would further reduce the trips generated, ensuring that the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts relating to traffic. Drainage The proposed project would connect to storm drain infrastructure in Harry Lorenzo Avenue to the east of the project site. Throughout the site, 18-inch storm drains would connect to larger 24-inch storm drain collectors, within Street A and Street E, before connecting to the 36-inch storm drain in Harry Lorenzo Avenue. The proposed project involves development within the SLSP area with similar residential land uses as analyzed in the TOCSP EIR. Therefore, the proposed project would include development of impervious surfaces over a similar area as approved in the SLSP, which would result in amounts of runoff equal to what was anticipated by the TOCSP EIR. The proposed project will connect to the existing Spring Lake drainage infrastructure and pay their fair share of fees for the installation of the Spring Lake storm drainage system, consistent with Section 4.4-1 of the TOCSP EIR. Because the proposed project would generate similar amounts of runoff as anticipated by the TOCSP EIR, the proposed project would not be expected create new or significantly more severe environmental impacts related to drainage. Noise A project specific Environmental Noise Assessment was prepared by j.c. brennan & associates, Inc. on September 15, 2015. The Environmental Noise Assessment performed noise calibration and monitoring at locations in the project site adjacent to Gibson Road and SR 113. Additionally, noise related impacts to developments along SR 113 were considered in the SLSP, and the TOCSP EIR. Although the SLSP discouraged walled neighborhoods, the plan did acknowledge the necessity of noise walls or barriers along SR 113. The SLSP provided for an eight-foot wall or wall/berm combination with general design guidelines in Development Regulation 2.32. The Environmental Noise Assessment confirmed the need for

Comparison of 15162 CEQA Requirements and Project	
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	a seven-foot noise barrier along 113 and Gibson Road. With the construction of a noise barrier, the Environmental Noise Assessment concluded that the project would comply with the City of Woodland exterior and interior noise level standards. Because the SLSP identifies an eight-foot wall along SR 113 and Gibson Road, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to noise. Air Quality The proposed project includes similar residential land uses as what was analyzed in the TOCSP EIR. As such the proposed project would place sensitive residential receptors near SR 113. SR 113 is a source of vehicular air pollutant emissions; however, because the proposed project would develop the project site for a similar residential land use as approved in the SLSP, any impacts induced by the proposed project would be consistent with what was analyzed in the TOCSP EIR. Additionally, because the type of land use would not change, and the area of the project site remains consistent with what was anticipated by the SLSP, construction induced impacts to air quality would remain consistent with what was analyzed in the TOCSP EIR. Since the approval of the SLSP, new regulations have been put in place that would help reduce the emissions resulting from the operation of the proposed project. Such regulations include the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code, which mandate increases in the energy efficiency of new buildings, resulting in a reduction of energy usage and air pollutant emissions associated with energy production. Specifically, the Title 24 regulation within the CALGreen Code requires stringent energy efficiency measures, which would exceed any energy efficiency requirements assumed in the TOCSP EIR's air quality analysis. As such emissions related to energy demand of the proposed project would likely be equal to or less than emissions evaluated in the TOCSP EIR, and the proposed project would not result in new or significantly more severe impacts related to air quality impacts from energy demand. Moreover, while the proposed project would increase the number of dwelling units by seven on the Oyang North Project site, any changes to operational impacts that would result from the proposed increase in dwelling units would be off-set by the reduction of 55 units included in the Oyang South Project application. Because the projects are being processed concurrently,

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	the reduction of units from the Oyang South project would ensure that, despite the increase of seven units in Oyang North, the overall operational air quality impact resulting from both projects would remain within levels anticipated by the TOCSP EIR. Given the overall reduction in residential units and the increased energy efficiency requirements which have been put into place since the approval of the SLSP and the TOCSP EIR, the proposed project would not create new or significantly more severe environmental impacts related to Air Quality. Biological Resources A Biological Assessment was conducted for both the Oyang North project site by Salix Consulting, Inc. on November 4, 2014. The Biological Assessment evaluated the site's suitability for special-status plant and wildlife species by analyzing the habitats present on each site. Habitat for special-status plants was not found during the Biological Assessment, and the study concluded that the proposed project would have no impacts related to special-status plant species. However, the Biological Assessment concluded that the possibility exists that the project site could provide nesting or foraging habitat for Swainson's hawks, white-tailed kites, northern harriers, and/or burrowing owls. Potential impacts to such species were anticipated by the TOCSP EIR and the mitigations applied by the TOCSP EIR would be brought forward to the current project. The Biological Assessment did not identify any project induced impacts, to the aforementioned species, that would be more severe than impacts anticipated by the TOCSP EIR. In addition to the Biological Assessment, an Arborist Report and Tree Inventory Summary was prepared for the Oyang North site, by Sierra Nevada Arborists, on June 1, 2015. The Arborist Report included an inventory of all trees on-site including those trees protected under Chapter 20A of the City of Woodland Municipal Code. The proposed project has been designed to retain protected trees where feasible, and any tree removal would be required to comply with Municipal Code Chapter 20A. Because the project site was included in the SLSP and the TOCSP EIR, and the proposed project would result in similar anticipated site disturbance through development of the project site as anticipated in the SLSP, any impacts to Biological Resources resulting from the proposed project would have been included in the TOCSP EIR. As a result, the proposed

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	project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Biological Resources. Hazards The TOCSP EIR, identified past agricultural and residential site uses as having the potential to create a hazard to human health and the environment due to the disposal or improper storage of agricultural chemicals or the contamination of non-permitted septic systems. Citing a lack of data, the TOCSP EIR concluded that build-out of the SLSP could create a potentially significant impact. To reduce the potential impact to less than significant levels the TOCSP EIR required the implementation of mitigation measure 4.12-1, which included conducting a Phase I and II Environmental Site Assessment, implementing work plans, developing risk management measures, identifying contingency measures, and obtaining all necessary agency approvals for the remediation of any possible soil contaminants. In accordance with the TOCSP EIR, Wallace Kuhl and Associates (WKA) prepared site studies including Surface Soil Investigation Report on September 24, 2014 as well as a Delineation Sampling and Soil Excavation Report on January 12, 2015. WKA tested multiple surface and subsurface soil samples and identified the presence of DDE, DDT, dieldrin, arsenic, and lead in select surface soil samples from the site. The identified chemicals are commonly associated with various land uses, agricultural pesticide use, and residential termiticide application. In particular, levels of dieldrin in excess of the California Human Health Screening Level were identified on a portion of the site. The Surface Soil Investigation Report recommended that soil in the area of the contaminated samples be excavated and removed to avoid impacts to human health related to the exposure of construction workers or future residents to dieldrin. WKA subsequently excavated the contaminated soil, and properly disposed of the soil at the Recology Hay Road facility. Uncontaminated on-site soils were then used to fill the excavated area. Testing prior to excavation, during excavation, and after fill activities was documented in the Delineation Sampling and Soil Excavation Report prepared on January 12, 2015. WKA concluded that the excavation and fill activities resulted in soil conditions that would not pose a risk to human health, and further action would not be necessary. As a result, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Hazardous Materials.

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	Remaining CEQA Sections In addition to the impacts discussed above, the TOCSP EIR also included analyses of impacts related to Land Use and Planning; Agricultural Resources; Cultural Resources; Visual Resources and Aesthetics; and Population, Employment and Housing. The TOCSP EIR also included further analysis of impacts related to Hydrology, Drainage, and Water Quality; Public Health and Safety; Public Services and Facilities; Geology and Soils; and Recreational, Educational and Community Services. Due to the proposed project's similarity to what was anticipated for the project site by the SLSP, and the TOCSP EIR, impacts related to the listed resources are not considered to be substantially different from what was previously analyzed for development of the project site and the proposed project would not create any new or significantly more severe environmental impacts in any such resource areas. Conclusion The proposed project would develop the project site for residential uses, similar to what was anticipated by the SLSP, and analyzed in the TOCSP EIR. However, the proposed project includes a request to re-designate the project site, and would eliminate the R-15 designation, while re-designating portions of the site to R-25 and R-8. The re-designation is reflected in the types of housing proposed as part of the project, as the current site plans do not include the approved townhome units and instead include a greater number of detached single-family units (R-5 and R-8) as well as higher density multi-family units (R-25). The re-designation and housing type change would add seven additional units to the proposed project compared to what was approved in the SLSP. It should be noted, that the increase in units proposed by the project would be offset by the reduction of 55 units from the concurrently processed Oyang South Project. As a result, the net change in housing units would be a 48-unit decrease from what was approved in the SLSP. The net reduction of housing units, combined with the general similarity of land uses and site acreage would ensure that any potential impacts created by the proposed project are less than or equal to the impacts identified in the TOCSP EIR. Therefore, the proposed project does not include any changes which would create new or significantly more severe impacts than what was anticipated by the SLSP and analyzed in the TOCSP EIR. As a result, major revisions to the TOCSP EIR would not be necessary.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or	Because the proposed land uses are of a similar residential nature to the existing SLSP, and significant changes to the SLSP have not occurred, the circumstances under which the project is undertaken has not changed substantially, and would not require major revisions to the TOCSP EIR. Indeed, the most substantial change which has occurred in the project area is the continuing development activity associated with implementation of the SLSP. However, no changes have occurred on the proposed project site since the adoption of the SLSP and TOCSP EIR, and thus new circumstances which would create new environmental impacts have not arisen. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those analyzed in the TOCSP EIR.
(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:	All previously identified impacts in the TOCSP EIR would occur with implementation of the Oyang North project. The SLSP and the TOCSP EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the SLSP and SLSP Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum: • Arborist Report and Tree Inventory Summary, prepared by Edwin E. Stiritz, June 1, 2015. • Biological Assessment Memorandum, prepared by Salix Consulting, Inc. November 4, 2014. • Preliminary Geotechnical Engineering Report, prepared by Wallace Kuhl & Associates, September 15, 2014. • Environmental Noise Assessment, prepared by J.C. Brennan & Associates, Inc., September 15, 2015. • Surface Soil Investigation Report, Wallace Kuhl & Associates, September 24, 2014. • Delineation Sampling and Soil Excavation Report, Wallace Kuhl & Associates, January 12, 2015. The studies above do not contain any new information of substantial importance, which could have affected the determination of impacts in the TOCSP EIR. Greenhouse Gas Emissions (GHG) GHG emissions were not directly addressed in the SLSP, or the TOCSP EIR. However, potential impacts related to GHG emissions do not constitute “new information” as defined by

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	CEQA, as GHG emissions were known as potential environmental issues before 1999.¹ The overall area of disturbance anticipated for buildout of the project site by the SLSP would not be modified by the proposed project. Therefore, construction related GHG emissions would be consistent with emissions induced by the SLSP. Since the SLSP was approved, a number of regulations with the purpose of, or with an underlying goal of, reducing GHG emissions, such as the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code have been enacted. It should be noted that according to the California Energy Commission, the 2013 Building Energy Efficiency Standards are anticipated to result in 25 percent less energy consumption for residential buildings over the previous energy standards.² Such regulations have become increasingly stringent since the SLSP was adopted. The proposed project would be required to comply with all currently applicable regulations associated with GHG emissions, including the CALGreen Code and California Building Energy Efficiency Standards Code. Additionally, the proposed project would site more residential units closer to SR 113, which would allow for more efficient transportation to and from the project site. Increasing the transportation efficiency would further help to reduce mobile sources of GHG induced by the SLSP. Furthermore, the proposed project's increase of seven units would be offset by the concurrently proposed Oyang South Project, which includes a reduction of 55 units from what was approved in the SLSP. As such, any potential increase in GHG emissions induced by the seven additional units in the proposed project would be offset by reductions in GHG emissions from the Oyang South Project. As a result, new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time that the previous EIR was certified is not currently known, and the proposed project would result in no new or more severe impacts than previously analyzed in the TOCSP EIR.

¹ As explained in a series of cases, most recently in *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4th 1301. Also see, *Citizens of Responsible Equitable Development v. City of San Diego* (2011) 196 Cal.App.4th 515.

² California Energy Commission. News Release: "New Title 24 Standards Will Cut Residential Energy Use by 25 Percent, Save Water, and Reduce Greenhouse Gas Emissions." July 1, 2014

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	See response under (1) above. New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	See response under (1) above. Significant effects will not be more severe than identified in the TOCSP EIR.
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or	The status of mitigation measures in the SLSP, and the TOCSP EIR would not change as a result of the proposed land uses changes. The Biological Assessment of the project site identified the potential of special status species, specifically Swainson's hawks, white-tailed kites, northern harriers, and burrowing owls, to use the site as foraging and nesting habitat. Impacts to raptors was considered in the TOCSP EIR, and determined to be potentially significant. Because special-status raptor species have the potential to use the site as foraging and nesting habitat mitigation measure 4.5-3 would be brought forward and applied to the current project to reduce any potential impacts to a less than significant level. As discussed earlier in this document, relevant sections of mitigation measure 4.12-1 have been applied through site testing and soil remediation. Any further portions of the mitigation measure including but not limited to identifying contingency measures in the event previously unidentified hazards are encountered during site development, and obtaining any necessary agency approvals prior to implementing any identified measures in a risk management plan would be brought forward and applied to the proposed project. Considering that all relevant mitigation measures would be applied to the proposed project, and no new mitigation measures are now feasible that would substantially reduce any previously identified significant impacts, the proposed project would not be considered a substantial change to the previously approved TOCSP EIR
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.	Mitigation measures analyzed in the TOCSP EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the TOCSP EIR are not available, because the proposed changes are not substantial.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the TOCSP EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the TOCSP EIR is the appropriate documentation prepared for the project.
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	The SLSP was approved December 18, 2001. As discussed previously in this document the proposed project would not require a major revision of the previous EIR due to new or substantially more severe impacts. Additionally, changes in circumstances which would cause substantially more severe or new significant impacts have not occurred and new information which would change the severity of previously identified impacts is not known. As such, a new EIR would not be required.
(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE GENERAL PLAN LAND USE
DIAGRAM FOR THE OYANG NORTH PROJECT**

WHEREAS, Article 5 of Chapter 3 of Division 1 of Title 7 (commencing with section 65300) of the Government Code requires the City to prepare and adopt a comprehensive, long-term General Plan for the physical development of the City; and

WHEREAS, in February of 1996, the City of Woodland (“City”) adopted its General Plan, which was updated on December 17, 2002, and has since been amended from time to time; and

WHEREAS, the General Plan contains the General Plan Land Use Diagram (Figure 1-4), which designates that certain real property consisting of one parcel located in the City of Woodland, California, which comprise approximately 28.5 acres and is more commonly known as Yolo County Assessor’s Parcel Number 041-070-063 (“Oyang North Property”) as Medium Density Residential (MDR), and Low Density Residential (LDR); and

WHEREAS, the applicant, Bayless and Hicks, filed Planning Application # PLNG 15-00046, requesting that the General Plan Land Use Diagram be amended to re-designate 8.2 acres of the Oyang North Property from Medium Density Residential/R-15 to 4.6 acres of High Density Residential/R-25 and re-designate 18.8 acres of Low Density Residential/R-5 to 13.9 acres of Low Density Residential/R-5 and 7.7 acres of Medium Density Residential/R-8; and

WHEREAS, the applicant has entered into an assumption and assignment agreement with Vacaville Land Investors, Inc. providing that Vacaville Land Investors, Inc. will purchase the property from the current owner, which is Pan Pacific Development; and

WHEREAS, on October 27, 2016, the Planning Commission of the City of Woodland (“Planning Commission”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the Planning Commission; and

WHEREAS, at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted unanimously (4-0) to recommend to the City Council that the General Plan Amendment be approved; and

WHEREAS, on November 15, 2016 the City Council of the City of Woodland (“City Council”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the City Council; and

WHEREAS, at the conclusion of the public hearing before the City Council, the City Council by resolution adopted Addendum #14 to the Turn of the Century Specific Plan Environmental Impact Report for the Oyang North Project; and

WHEREAS, this will be the third amendment of the General Plan in the calendar year 2016; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings made in this Resolution, the City Council hereby approves the General Plan Amendment, hereby amending the General Plan Land Use Designation of the Oyang North Project as depicted in Exhibit 1, attached hereto and incorporated herein by this reference, and as follows:

- a) Re-designation and reduction in acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential); and
- b) Re-designation of the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density Residential).

2. Based on the entire record before the City Council and all written and oral evidence presented, the City Council hereby makes the following findings:

A. The General Plan Amendment is integrated and compatible with the Land Use and Community Design Element of the General Plan in that it supports infill development and reuse of underutilized parcels in a manner compatible with the surrounding character.

B. The General Plan Amendment is integrated and compatible with the Economic Development Element of the General Plan in that it allows for economic development within the City while maintaining orderly and well-planned for steady growth to prevent urban sprawl.

C. The General Plan Amendment promotes the goals and objectives of the General Plan and each element thereof and leaves the General Plan a compatible, integrated, and internally consistent statement of policies.

3. The City Council has determined that the General Plan Amendment is in the public interest because the change in general plan designation is in compliance with General Plan Policy 1.B.1 as the City supports residential development at a manageable pace to achieve its fair share of regional housing needs and Policy 1.C.1 as the City promotes new residential development in a range of residential densities.

4. The General Plan Amendment was reviewed, studied, and found to comply with the California Environmental Quality Act and, based on the foregoing, the City has determined that the environmental impacts of the General Plan Amendment are insignificant and has adopted an Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the Oyang North Project.

PASSED AND ADOPTED by the City Council on November 15, 2016, by the following vote

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Jim Hilliard, Mayor

ATTEST:

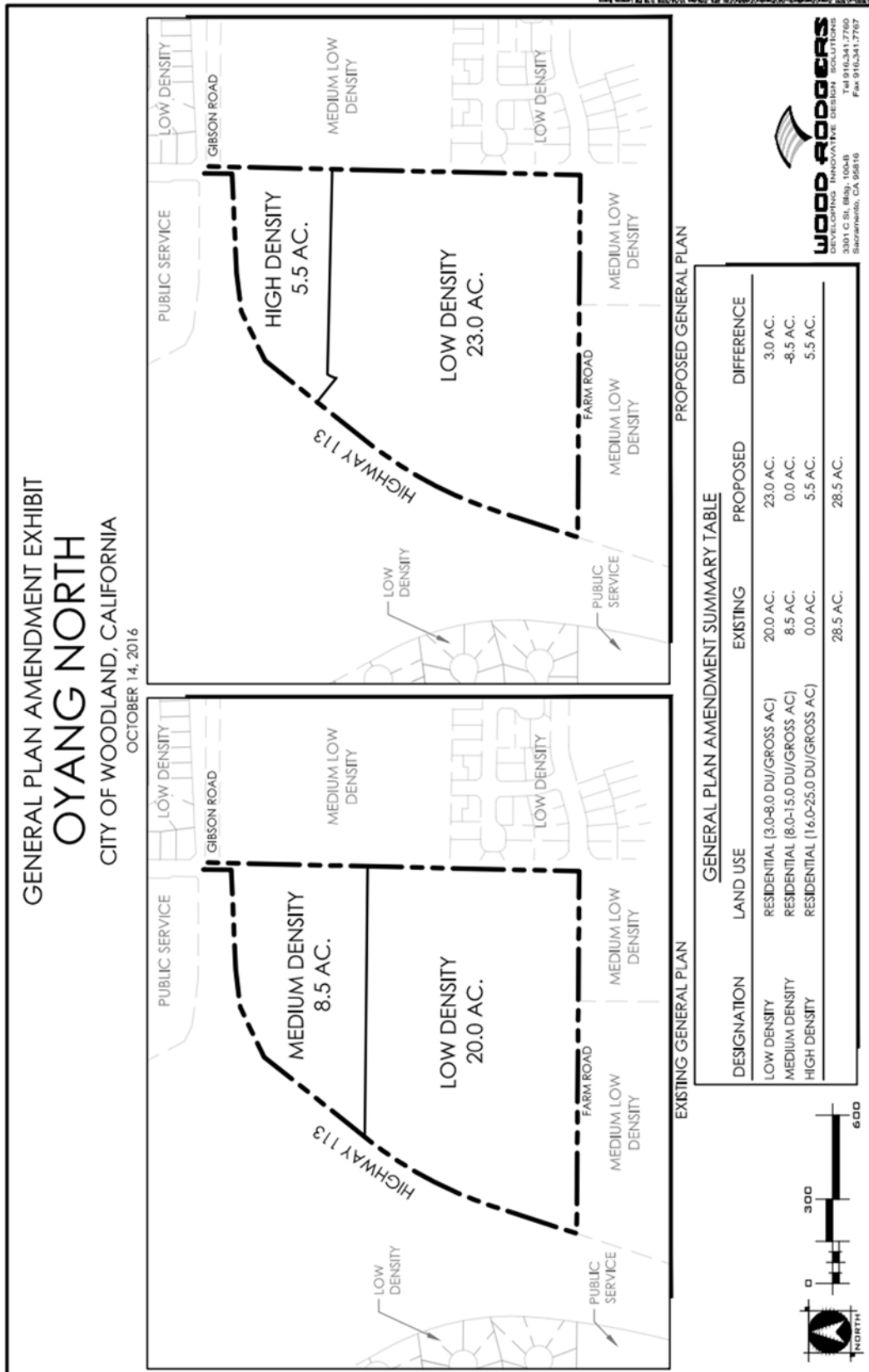
APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Exhibit 1 General Plan Land Use Amendment Diagram

Exhibit 1



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE SPRING LAKE SPECIFIC PLAN LAND
USE DESIGNATIONS FOR THE OYANG NORTH PROJECT TO BE
DEVELOPED BY VACAVILLE LAND INVESTORS, LLC**

WHEREAS, the City of Woodland (“City”) desires to amend the Spring Lake Specific Plan Land Use Designations for the Oyang North Project; and

WHEREAS, the City desires to adopt an amendment to the Spring Lake Specific Plan, consisting of the re-designation of the land use category in the Specific Plan for properties identified as the Spring Lake Oyang North Project as described in more detail in Exhibit "1"; and

WHEREAS, the City of Woodland Planning Commission held a duly noticed public hearing on October 27, 2016, to receive public testimony concerning the Amendments; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on November 15, 2016, to receive public testimony concerning the Amendments, consider the Planning Commission's recommendations, and take action on the Amendments; and

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, now finds it proper to amend the Spring Lake Specific Plan as described in Exhibit “1;” and

WHEREAS, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendments for the Spring Lake Oyang North Project.

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

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby finds that the proposed Amendments are consistent with both the Spring Lake Specific Plan and the City of Woodland General Plan.
4. The City Council hereby approves the following Amendments:
 - A. Amendment to the Spring Lake Specific Plan for the Spring Lake Oyang North Project, as described in Exhibit “1.”

These Amendments shall take effect only upon execution by the City and the owner of the Property of a Development Agreement governing the Property. No final map shall be recorded or approved for the Property in conformance with the Amendments until the Amendments have taken effect pursuant to this paragraph.

PASSED AND ADOPTED by the City Council on November 15, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

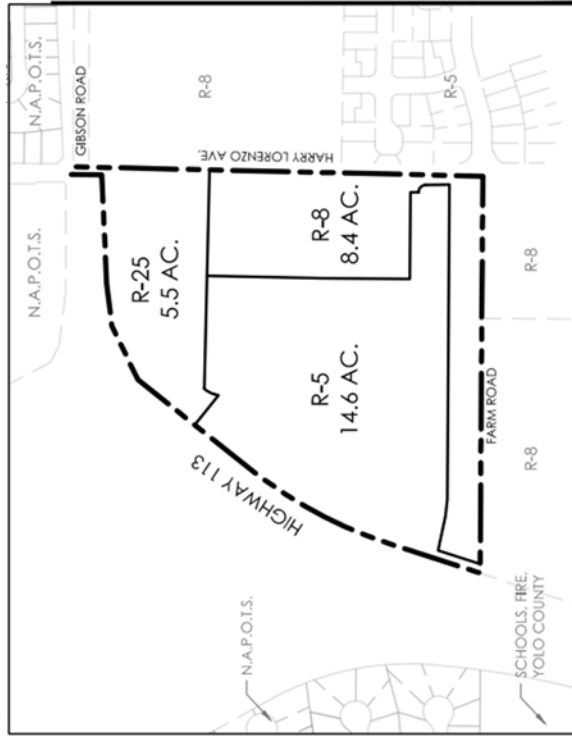
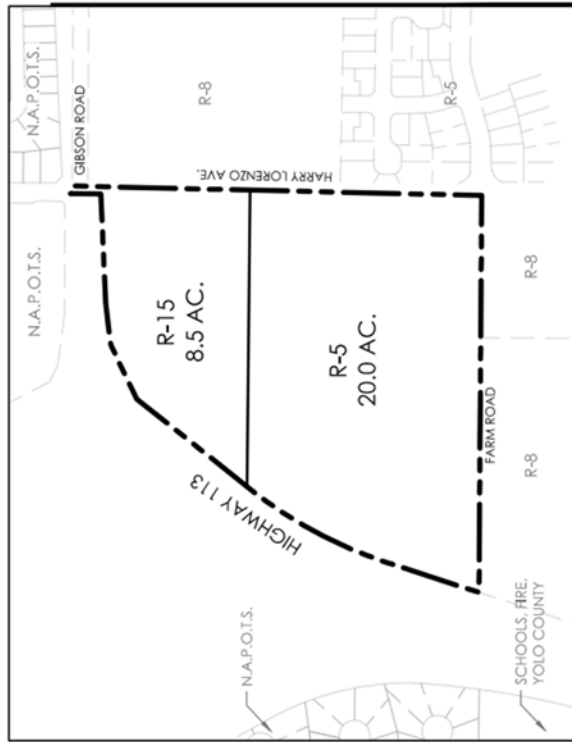
Kara K. Ueda, City Attorney

Dated:_____

Exhibit "1" - Spring Lake Specific Plan Land Use Amendment Exhibit

Exhibit 1

SPECIFIC PLAN AMENDMENT EXHIBIT
OYANG NORTH
 CITY OF WOODLAND, CALIFORNIA
 OCTOBER 14, 2016

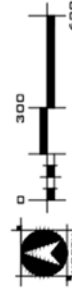


EXISTING SPECIFIC PLAN

PROPOSED SPECIFIC PLAN

SPECIFIC PLAN AMENDMENT SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
R-5	SINGLE-FAMILY RESIDENTIAL (4-5 DU/AC)	20.0 AC.	14.6 AC.	-5.4 AC.
R-8	SINGLE-FAMILY RESIDENTIAL (6-8 DU/AC)	0.0 AC.	8.4 AC.	8.4 AC.
R-15	MULTI-FAMILY RESIDENTIAL (10-15 DU/AC)	8.5 AC.	0.0 AC.	-8.5 AC.
R-25	MULTI-FAMILY RESIDENTIAL (23-25 DU/AC)	0.0 AC.	5.5 AC.	5.5 AC.
		28.5 AC.	28.5 AC.	



WOOD ROBBERS
 DEVELOPMENT INNOVATIVE DESIGN SOLUTIONS
 3301 C St. Bldg. 100-B
 Sacramento, CA 95816
 Tel 916.341.7760
 Fax 916.341.7767

OYANG NORTH - SPECIFIC PLAN AMENDMENT

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING TENTATIVE SUBDIVISION MAP NO. 5091
FOR THE OYANG NORTH PROJECT IN ACCORDANCE WITH THE
CONDITIONS OF APPROVAL FOR THE OYANG NORTH PROJECT
AREA IN SPRING LAKE**

WHEREAS, the applicant, Bayless and Hicks, filed Planning Application # PLNG 15-00046, proposing a Tentative Subdivision Map (TSM #5091) and Development Agreement for 28.5 acres of the Oyang North Project site, located at the southwest corner of Gibson Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area in the City of Woodland (“Project”); and

WHEREAS, the applicant prepared a tentative subdivision map, as provided in the proposed tentative subdivision map attached to this Resolution as **Exhibit A**; and

WHEREAS, the City Council of the City of Woodland held a duly noticed public hearing on November 15, 2016, to review and consider approval of the proposed Oyang North Tentative Subdivision Map #5091 (“TSM #5091”), at which time interested persons had an opportunity to provide comments either in support or opposition to the Project; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within an area exceeding a three hundred foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, the SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addenda; and

WHEREAS, the City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures, therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date and has recommended to the City Council approval of the proposed Oyang North Tentative Subdivision Map #5091.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings, determinations, and recommendations with respect to the proposed Tentative Subdivision Map for the Project:

1. The City Council hereby makes the following findings concerning the Tentative Subdivision Map pursuant to Government Code section 66474:

a. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element, and the Spring Lake Specific Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single family housing within the community. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.

b. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

c. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site. The development project is also consistent with the land use designations specified in the Spring Lake Specific Plan.

d. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Biological Resources Assessment (Foothill and Associates, Spring Lake TOC 403 acres, June 15, 2011) shows that there would not be any significant and unavoidable impacts related to existing habitat.

e. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area.

f. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

g. Any proposed phases and their proposed sequence of construction are identified on the submitted map.

2. The City Council does hereby approve Tentative Subdivision Map #5091 (**Exhibit A**) to allow the subdivision of property located at the southwest corner of Gibson Road and Harry Lorenzo Avenue, subject to the recommended conditions of approval, which are set forth in the

Development Agreement. No final map shall be recorded or approved for the Property until the Development Agreement governing the Property has been executed and all applicable requirements and conditions of the Agreement have been met.

PASSED AND ADOPTED by the City Council on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated:_____

Exhibit A – Tentative Subdivision Map No. 5091

EXHIBIT A

Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [_____]

[OYANG NORTH]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

VACAVILLE LAND INVESTORS, LLC

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2016, by and between the City of Woodland, California (“CITY”), and Vacaville Land Investors, LLC, a California limited liability company (“OWNER”), each of whom shall be referred to as a party and together as the “parties.”

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan (“Plan”), which encompasses OWNER’s property, more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement (“Property”), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, OWNER and CITY wish to enter into a development agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

WHEREAS, this Agreement includes the approximately 4.6 acre (net) multi-family site shown on Exhibit B, and OWNER agrees to dedicate the multi-family site to an affordable housing developer that meets CITY’s standards or to CITY under certain circumstances, for the purpose of constructing an affordable rental housing project in lieu of for sale affordable housing requirements or fees; and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, through various conditions or components of this Agreement, the City will ensure consistency with and/or participation in the programs of the Spring Lake Specific Plan, including but not limited to the Fiscal Impact Study, Financing Plan (Public Facilities), Advancements Agreements, Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study; and

WHEREAS, the City Council hereby finds and determines that this Agreement **is** of major significance because it will enable the CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the CITY; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Advancement Agreements" means the agreements, reimbursable expenses resolutions and other funding mechanisms adopted by the City on October 15, 1998, June 17, 2002, and October 22, 2002, and extended December __, 2016, regarding reimbursement of funds advanced by Turn of the Century, a Delaware limited liability company, the master developer of the Spring Lake Specific Plan.

1.1.2 “Agreement” means this Development Agreement.

1.1.3 “CITY” means the City of Woodland, a California municipal corporation.

1.1.4 “City Council” means the duly elected city council of the City of Woodland.

1.1.5 “Commencement Date” means the date the Term of this Agreement commences.

1.1.6 “Development” means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.7 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning; and
- (e) grading and building permits.

1.1.8 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate, or compensate for the impacts of development on the environment or other public interests.

1.1.9 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project,

and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.10 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C.”

1.1.11 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.12 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation, or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or
- (e) the exercise of the power of eminent domain.

1.1.13 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.15 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement.

1.1.16 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.17 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.5 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of ten (10) years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two (2) successive two (2) year periods (for a maximum Term of 14 years) upon written notice to the CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer, or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided,

however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties, and obligations arising under or from this Agreement and shall be made in strict compliance with the following conditions precedent:

(a) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer, or assignment, OWNER shall notify CITY, in writing, of such sale, transfer, or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee, or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in “bulk”) sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot, and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use

entitlements approved for the Property. Upon termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single-family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by the CITY, have (1) been accepted by the CITY, or (2) in the discretion of the CITY, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single-family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Pan Pacific Development, Inc.
1612 42nd Ave, E
Seattle, WA 98112
Attn: Bruce Bailey
Telephone: (206) 403-1727

Vacaville Land Investors, LLC
3500 Douglass Blvd., #210
Roseville, CA 95661
Attn: John Bayless
Telephone: (916) 275-1885

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative

parcel map approval within the Specific Plan Area. This Agreement is for Tentative Subdivision Map #5091, which includes the 13.7 acre, R-5 site and the 7.7 acre, R-8 site shown as “Village 1” and “Village 2” in Exhibit B, resulting in 112 single family lots (units); and the 5.5 acre, R-25 multi-family site, shown as “Village 3” in Exhibit B.

3.2 Fair Share Reimbursement for Non-Participating Parties. OWNER shall be obligated to implement the Project in accordance with the Spring Lake Specific Plan, including but not limited to the Advancement Agreements. OWNER has entered into a Letter Agreement with CITY and Turn of the Century, a Delaware limited liability company, attached hereto as Exhibit E, for the payment of OWNER’s fair share of funds advanced by Turn of the Century as the Spring Lake Specific Plan master developer in the amount of Two Hundred Sixty-One Thousand One Hundred Fifty-Eight Dollars and Thirty-Three Cents (\$261,158.33), which amount covers all obligations under the Advancement Agreements for both the Oyang South and Oyang North properties. OWNER and Turn of the Century agree that in the event any portion of the Oyang North or Oyang South properties are sold and transferred prior to the recordation of any final map on the properties, payment of the fair share reimbursement of \$261,158.33 shall be immediately due to CITY. CITY shall ensure that prior to its approval of any final map on any portion of either of the Oyang Properties (Oyang North or Oyang South) that OWNER’s fair share reimbursement payment of \$261,158.33 has been paid in full to CITY. CITY shall then reimburse Turn of the Century for the funds it advanced.

3.3 SLIF Fee Deficit. If the total number of single family residential units drops below 112, a supplemental SLIF fee for Oyang North shall be due and payable prior to final map approval. The supplemental fee shall only apply to single family units. Owner agrees not to oppose as part of the City’s next Spring Lake CIP and SLIF update the modified density assumption of 96 percent.

3.4 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review, and action all applications for subsequent development approvals. Such applications shall be processed in the same manner, and the CITY shall exercise its discretion when required or authorized to do so, to the same extent they would otherwise be entitled in the absence of this Agreement.

3.5 Reservation of Rights.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(c) Regulations, adopted policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit that includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter, or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges, and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.5.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.5.3 Modification or Suspension by State or Federal Law. In the event that State, County, or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.6 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from, or jointly with, CITY, and this Agreement does not limit the authority of such other public agencies.

3.7 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors that are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems

appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.8 Public Works. If OWNER is required by this Agreement to construct any public works facilities that will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.9 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.10 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.11 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

3.12 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide

consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit “D” shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements, or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “D”, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment, or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation, or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “D,” any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY’s Agricultural Mitigation Program. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required

endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to submittal of the first final map and improvement plan package to CITY, provide evidence of approval from the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan and this Agreement.

4.9 Affordable Housing In-Lieu Fee and Land Dedication Site. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement. This Project requires twelve (12) low income single family units to be built. The fee shall be in the amount of Fifty-Seven Thousand Eight Hundred Dollars (\$57,800.00) per required single family affordable unit, totaling \$693,600 for the Project. (The total in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI). No further CCI adjustment shall be imposed once the frontage improvements to Harry Lorenzo Avenue and Street "A" are complete and accepted by the CITY.

In-lieu of constructing the for-sale single family affordable housing units or paying the in-lieu fee, OWNER agrees to dedicate the 4.6-acre multi-family site to a qualifying non-profit or for-profit affordable housing developer for the construction of an affordable rental housing project. The affordable housing project shall include a minimum of 112 units, but may be phased based on financing availability. The affordable housing project shall be 100% affordable, with at least twenty (20) percent of the units being affordable to very-low income. The balance of the units shall be at affordability levels acceptable to the CITY, with the remaining units restricted at the low-income level.

Owner shall submit to CITY the name and experience of the affordable housing developer within twelve (12) months of execution of this Agreement. The affordable housing developer shall be a legal non-profit or for-profit affordable housing developer registered with the State of California. OWNER shall submit to the CITY the preliminary project development and financing plan from developer, proposed affordability levels and developer's prior experience completing affordable housing development projects.

CITY shall review the qualifications of the proposed affordable housing developer and the proposed project attributes (financial, architectural, affordability levels, etc.) ("Qualifications and Proposed Project") and provide written approval or denial within thirty (30) business days of receipt of the ("Qualifications and Proposed Project") of the prospective affordable housing developer. If CITY has not approved a prospective affordable housing developer within 12 months of execution of this DA, then OWNER shall deed (at no cost to CITY) the 4.6-acre multi-family site to the CITY. CITY may elect to delay the transfer of the multi-family site to the CITY until after the frontage improvements to Harry Lorenzo Avenue and Street "A" are complete and accepted by the CITY.

Owner shall cause the affordable housing site to be created as a separate legal parcel with the first final map for the property. Owner shall construct the frontage improvements, including utility stubs of sufficient size to serve the property, with the first final map. The affordable housing site shall be ready for construction, site graded and compacted, frontage roadways completed and utilities stubbed to the property, and free of any existing contracts, encumbrances or unusual easements, subject to the review and approval by the City Attorney.

For the purposes of this Section of this Agreement, CITY and OWNER agree that the value of the 4.6-acre multi-family site is Nine Hundred Thousand Dollars (\$900,000.00) which was determined based on an approximate value of Two Hundred Thousand Dollars (\$200,000.00) per acre.

Upon dedication of the multi-family site to a qualifying affordable housing developer or to CITY, OWNER shall be credited Nine Hundred Thousand Dollars (\$900,000) toward its affordable housing obligation. The Project affordable housing obligation of \$693,600, less the \$900,000 credit for the dedication of the 4.6-acre multi-family site, gives the Project a Two Hundred Six Thousand, Four Hundred Dollars (\$206,400) credit in affordable housing fees. OWNER may apply this credit toward the on-site affordable housing obligation of the neighboring Oyang South project, at the request of OWNER.

4.10 Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be One Thousand One Hundred Dollars (\$1,100) per market rate single-family lot as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of each final map.

4.11 General Purpose Fee. OWNER agrees to pay to the CITY a total of One Thousand One Hundred Dollars (\$1,100.00) per lot towards improved Spring Lake bicycle and pedestrian connectivity and other neighborhood enhancement project(s) such as, but not limited to, the HWY

113 Bike/Pedestrian Overcrossing. Payment shall be made at time of approval of final map for each phase of the Project. Final determination of cost shall be made at time of payment and shall be based on inflationary cost increases (Construction Cost Index (CCI)).

4.12 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit “D,” OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.13 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.14 Interim Pedestrian Path. With the first final map, OWNER shall complete an interim pedestrian path between Harry Lorenzo Avenue and Pioneer Avenue. The path shall be a minimum of 10 feet in width and constructed of asphalt concrete or Portland Cement Concrete (PCC). Consistent with the SLSP, the path shall be separated from the existing curb by a minimum of 10 feet, subject to review and approval of the City Engineer. CITY and OWNER shall cooperate in obtaining any required Rights of Way for said path, if required, and consistent with Section 4.16.

4.15 Gibson Road/SR 113 Intersection. OWNER will not object to the inclusion of modifications to the Gibson Road/SR 113 ramp to the SLIF set aside (in the nexus study). Modifications proposed include removal of the northbound free right ramp at the Gibson Road/SR 113 ramp and construction of a terminal intersection.

4.16 Road 25A Between Meikle and Promenade. OWNER understands and agrees that Road 25A between Meikle and Promenade may be added to the set aside list (in the nexus study) and agrees not to contest such road addition. OWNER also understands and agrees, and will not contest, that a traffic signal will be installed at Road 25A and Road 102 and that both Road 25A and the traffic signal will be added to the SLIF offsite project list and funded with SLIF fee set aside.

4.17 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, OWNER shall fund all CITY costs, and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. CITY will allow the final map to proceed with the \$200,000 deposit. OWNER may deposit funds in \$50,000 increments for CITY acquisition, however, the final map will not be approved with less than a \$200,000 deposit.

4.18 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of Agreement and imposition of these conditions, CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the Project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, OWNER agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives, and is responsible for damages resulting from, a claim or lawsuit from a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportional share of the damages its Project caused to CITY.

4.19 Transit Capital Fee: Prior to final map or Project approval (for non-mapped multi-family) OWNER shall pay a Two Hundred Eight Dollar (\$208.00) per DUE fee.

4.20 Transit Operation Fee: Prior to final map or project approval (for non-mapped multi-family) OWNER shall pay a Thirty-Five Dollar (\$35.00) per DUE fee.

4.21 If a multi-family project does not require a final map (rental apartments), OWNER shall pay a per unit fee of One Hundred Forty-Six Dollars (\$146.00) for Transit Capital and Twenty-Five Dollars (\$25.00) for Transit Operation prior to building permit.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district, or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain OWNER's compliance with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial

evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review, and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance that seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, and as it may be amended, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its sole cost and expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers, and employees from any claim, action, or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding, or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding, or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns, and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its sole cost and expense, including attorneys' fees, CITY, its officers, agents, and

employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees, and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure, and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees, and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves the right to either (1) approve the attorney(s) that the indemnifying party selects, hires, or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement, or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any

notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer, or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings, or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant, or condition of this Agreement shall be determined invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement. CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void, or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions

(such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent

and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership, or joint venture without a member, partner, or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence, and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

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

OWNER

**VACAVILLE LAND INVESTORS, LLC,
a California limited liability company**

By: _____

Its: _____

Dated: _____

CITY

**CITY OF WOODLAND, a California
municipal corporation**

By: _____

Paul Navazio

City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT “A”

(Legal Description of the Property)

EXHIBIT “B”

(Map of the Property)

Exhibit B

82093.00067\29299646.2

EXHIBIT “C”

CONDITIONS OF APPROVAL

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

GENERAL CONDITIONS

1. **Project Approval.** The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the November 15, 2016, City Council staff report, as approved by City Council, for the Oyang North project as proposed by the applicant Bayless and Hicks, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions and environmental documents.
2. **Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City’s discretion, undertake defense of the matter and pay the City’s associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. **Deed Disclosures.** Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. **Informing Subcontractors.** The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. **Construction Impact Management Plan.** Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

Exhibit C

6. CC & Rs. Prior to approval of the first final map submit three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
- Recreational vehicle parking in the front yard longer than 24 hours is prohibited.
 - Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
7. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

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

8. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscape plans, and improvement plans, prior to submittal for review.
9. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-income households and that twenty percent (20%) of the units to be affordable to very low income households, or that twenty-five percent (25%) of the units are affordable to Very-low income households. This project requires 12 single family affordable units, based on a total unit count of 112 single family lots. Based on an estimated 112 multi-family units either 12 multi-family units affordable to low income households and 23 affordable to very low income households, or 28 multi-family units affordable to very-low income households are

Exhibit C

estimated. The total required number of affordable multi-family units will be determined at the time a development application is submitted.

Prior to the City approving the applicant's first Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City and shall be consistent with all applicable provisions of the SLSP AHP except as otherwise set forth in the project Development Agreement.

10. Offsite Affordable Fee. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit prior to recordation of the applicant's Final Map.
11. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
12. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
13. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
14. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
15. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
16. Reservation of Lots for Public Sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the subdivider shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser indicates that the offered price

Exhibit C

unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

FINANCE DEPARTMENT

17. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
18. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.
19. Fee Credits. Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

COMMUNITY DEVELOPMENT

20. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
21. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
22. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care in design will be required to create a diverse architectural appearance on lots that are fairly narrow which may include variation in front setbacks, a mix of one and two story homes, and high quality architectural design that is distinctive.

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23. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP) as amended.
24. Photovoltaic Panels. In addition, each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
25. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
26. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
27. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
- Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
 - Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.

Exhibit C

28. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
29. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Community Services Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
30. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought –tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
31. Tree Preservation and Replacement Planting.
- Replacement. In accordance with Section 20A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees on and adjacent to the project site:
 - A. Replacement planting is required for each heritage, specimen, and landmark tree which is removed, at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15–gallon trees for each six inches removed in accordance with Section 20A -1-100 of the Woodland Municipal Code.
 - B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
 - C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.
 - Preservation. The City's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved, identified as tree numbers #154 (Lot E) and #182 (Lot F). Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.
 - A. The oak trees on Lot E and Lot F shall be preserved in place. Lots E and F shall be dedicated to the city to create a small pocket park around the existing trees. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall

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be provided and design approved by the Community Development and Public Works Departments prior to acceptance of the final map(s) which dedicates Lot E and F.

- B. Landscape lots B, C, D, E and F shall be included in the Spring Lake Landscape and Lighting District.
 - C. Evaluation of the trees' (#154 and #182) health and general condition shall be provided by a certified arborist prior to commencement of grading and prior to the issuance of the first building permit. Should the general health and condition of either tree warrant removal, suitable replacement trees shall be planted pursuant to the approval of the Community Development Department and Public Works.
32. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
33. Light Pole Location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
34. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed. If no such standard exists at the time of the plan approval, project shall be permitted to install high pressure sodium (HPS) lights per City Standards.
35. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis conducted by J.C. Brennan & Associates. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1) and shall be coordinated for consistency of design with the freeway sound barrier for the Cal West project located directly south of this project site. Access for required maintenance shall be provided via a 15-foot wide maintenance access path from Street "A". The entire length of the project sound wall for the single family detached portion of the project, with returns, shall be constructed at one time, with the first final map to the northerly access point consistent with the recommendations contained in the Acoustical study. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the first final map. Sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.
36. Sound Wall Landscaping. Lot G located on the west side of the sound wall shall be dedicated to the City with the first final map. Landscaping shall be provided in accordance to 6.2.1 (d) to help screen the wall, minimize graffiti and shade on the west elevation. Landscaping shall include trees, shrubs, vines and groundcover and shall be consistent in design with the plans approved for the Cal West development to the south. Enhanced landscaping shall be provided within the highway buffer parcel to the satisfaction of the Community Development Director. The landscaping, predominately trees (fine needled such as pines or redwoods depending on soil fertility report recommendations), will be

planted in a fairly dense manner within a minimum 28-foot easement on the west side of the wall as shown on TSM #5091. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

37. Interconnecting Walk and Pathway. Interconnecting pedestrian corridors shall be a minimum of 25 feet wide with 8-foot-wide bike/pedestrian path. Unpaved area shall be landscaped consistent with Section 6.9 of the SL Design Standards.
38. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
39. Fencing Plan. Prior to issuance of building permits submit a fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, greenbelt, interconnecting walkways and paths and accent fencing.
40. Public Art. Public art shall be provided either in the form of an in-lieu fee with a minimum valuation of \$15,000. A single lump sum payment shall be provided prior to approval of the first final map.
41. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. Construction of the Neighborhood Entry signs shall be concurrent with construction of the adjacent neighborhood. A sign shall be provided at the southwest corner entry of Harry Lorenzo Avenue and "A" Street consistent with SL Design Standard 1.6.2. The applicant shall submit a proposed design for review and approval prior to approval of the first final map. The signs shall be installed prior to the issuance of the first certificate of occupancy.
42. Pedestrian Circulation. Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety, to the satisfaction of the Community Development Director. These improvements shall be identified in the Traffic Calming Plan required prior to approval of final map and improvement plans.
43. Multi-family Development. Multi-family development shall comply with the Spring Lake Specific Plan and Design Standards including Development Regulations 2.35 (Multi-family Attached Rental Development), 2.35.7).
44. Bike Parking. Bicycle parking for multi-family units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicle spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be highly visible, in a secure location, and to the greatest extent feasible, located in a covered area.

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45. Single Story and Model Homes. Developer shall construct at least one single story home plan and model home within the subdivision.

SLSP Mitigation Measures

46. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
47. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis prepared by J.C. Brennan & Associates, Inc., dated September 15, 2015 and update memo dated May 4, 2016. An update to the noise analysis shall be required if there are any modifications to the off-ramp or property configuration or grading from that evaluated on May 4, 2016.
- A minimum 8-foot noise barrier should be constructed along the western property line of the project site up to and including the north access between the single family and multi-family sites. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less for the rear yard portions of the homes backing to the SR 113 off-ramp. Barriers should be constructed of masonry block, concrete or earth berms. Final design and wall height to achieve adequate protection shall be determined at the time of the grading plan submittal. Appropriate transitions shall be designed as necessary where the project noise barrier meets the sound wall to the south of the site associated with the Cal West/Lennar Homes development; transition design shall be approved by the Community Development Director.
 - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. The project shall comply with the recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated September 15, 2015 and May 4, 2016, prepared by J.C. Brennan and Associates, Inc. If two story units are proposed, the additional construction techniques identified shall be followed as well.
 - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
 - Disclosure statements shall be provided to all prospective residents notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.
48. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific

Exhibit C

Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

49. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County.
50. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
51. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report (Wallace Kuhl, September 15, 2014 – Pan Pacific 28.1 acres; WKA No 10269.02).
52. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3)
53. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
54. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
55. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
56. Off-site Improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
57. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22. (MM 4.10-1)
58. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50 (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland

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Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

ENGINEERING DEVELOPMENT SERVICES

Roadways

Street sections subject to final review and approval by the Community Development Department.

Harry Lorenzo Avenue

59. With first final map OWNER shall construct Harry Lorenzo Avenue from southern Subdivision boundary to the intersection with Gibson Road. If portions of the road (or utilities) are constructed by others, OWNER may be required to reimburse for said construction costs. If constructed by OWNER, Owner may request the City enter into a third party reimbursement agreement to receive proportionate reimbursement from other benefitting properties.
60. Harry Lorenzo Avenue cross section between Gibson Road and Street A shall include a twelve foot wide median/turn pocket to accommodate a future left turn. Design shall be to the satisfaction of the City Engineer and who will determine the final length/dimensions. The portion needed for the turn pocket shall be constructed and striped out, remaining portion not needed for vehicle storage may, at the City's discretion be landscaped within a raised median.
61. When constructing Harry Lorenzo Avenue OWNER shall remove existing abandoned PG&E line and existing trees on both sides of the road, to the satisfaction of the City Engineer. Portions of these improvements are eligible for reimbursement by adjacent property owners, upon entry into a 3rd party reimbursement agreement.

Farm Road/Patriot Way

62. With first final map OWNER shall construct or complete the northside improvements plus 12' eastbound lane with 4 'shoulder (2' paved and 2' unpaved -14' total pavement). If portions of the road & utilities are completed by others OWNER may be required to reimburse for said construction costs. If constructed by OWNER, portions of the road (and utilities) are eligible for reimbursement by adjacent property owners, upon entry into a 3rd party reimbursement agreement.

Multifamily Site

63. OWNER shall construct the frontage improvements, including utility stubs, on Street A and Harry Lorenzo Avenue adjacent to the multifamily housing site with the first final map, and shall complete

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the improvements being constructed with the first phase of the project, to the satisfaction of the Community Development Department.

Driveway restrictions for Multifamily

64. Multifamily site may not have a driveway on Gibson Road. One driveway may be allowed on HLA with the centerline approximately 200' south of Gibson Road and 95' north of A Street. Any other driveways shall be on A Street, (opposite and intersecting N/S street unless otherwise approved by the City Engineer).

Other Transportation Conditions

65. The OWNER shall submit and fund a traffic calming plan to be approved to be approved by the City Engineer by the City Engineer. Prior to submittal of the first improvement plans for the tentative map area, the OWNER shall submit a comprehensive traffic-calming plan for the tentative map area to the City Engineer for review and approval. Raised, decorative stamped concrete crosswalks, bulb-outs, lighted pedestrian crossings, raised median islands and other improvements may be required as part of the traffic-calming measures.
66. Underground overhead utilities along the property's east and south edges.
67. Unless constructed by others with first final map OWNER shall construct a roundabout at the intersection of Farm/Patriot Road and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.
68. With the first final map improvement plans, details for the construction of "Patriot Way" (the southern boundary street to the project) shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the tree preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.
69. Project shall provide paved access with bollard or gate control to doors, or City and Caltrans approved openings in the sound wall for maintenance access at designated locations. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley minimum requirements.

Construction Access

70. Primary Construction access for the project shall be from Gibson Road to Harry Lorenzo Avenue, however, prior to construction of each phase the contractor shall propose construction ingress and egress plan for the project. At the end of each phase OWNER shall

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micro seal all construction accesses and repair pavement failures. If constructed in phases, the OWNER may defer the microsurface until a later phase, with City Approval.

Existing Roadways

71. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.
72. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.

Easements and Right of Way

73. OWNER shall dedicate to the City a corner chord for an entry way monument at the intersection of East Gibson Road and Harry Lorenzo Avenue, of a size to be approved by the City.
74. A seven (7) foot public utility easement back of (separated) sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
75. Prior to approval of first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.
76. Final map shall dedicate necessary amount of ROW from the Multi Family lot for the cross section width for on HLA extending south from Gibson Road for a length to the first intersection. Final dimensions shall be determined by the City Engineer upon final map submittal.
77. E Court shall have a maintenance access easement to the landscape maintenance area no less than 20’ in width.
78. Prior to first final map owner shall acquire complete right of way and easements necessary and for the construction, operation, and maintenance of all portions of Patriot Way/Farm Rd, & Harry Lorenzo Avenue.
79. First final map shall dedicate land as necessary along tentative map edge and Caltrans Right of Way to allow for maintenance of the sound wall and landscaping buffer.
80. Construct a masonry soundwall west of Lots 1, 16, 17 and 19 through 27 as well as wrap around or extended past lot 27 to provide complete sound attenuation for lot 27. Height of wall shall be 8 feet.

Wastewater and Sewer Collection System

Exhibit C

81. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
82. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
83. Construction of deep sewer mains over 15' deep shall be connected to laterals by a parallel main and connections at manholes.
84. OWNER shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.
85. Any onsite Septic tanks shall be abandoned to Yolo County Health Department standards, prior to the final map within which boundary it is contained.

Storm Water

86. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the OWNER shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The OWNER shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the OWNER for oversize improvements on a pro rata basis per the Project level Development Agreement.
87. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

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88. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

Storm Water Quality Control

89. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).
90. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
91. The OWNER shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.
92. Post Construction Storm Water Quality methods shall be incorporated into the project in the civil improvement phase or building phase to the satisfaction of the City Engineer in substantial conformance with Exhibit prepared by Wood Rodgers.
93. All Buildings/homes shall have disconnected roof drains and concrete splash blocks for down spouts.
94. With the final map OWNER shall enter into a Post Construction SWQC maintenance agreement. (unless determined unnecessary by the City Engineer).
95. Hydromodification: Unless waived by the State, OWNER shall demonstrate that post construction storm run off for the 2 year 24-hour storm is not greater than the pre-construction storm run off for the 2 year 24 hour storm at time of plan submittal.

Water Infrastructure Conditions

96. All materials and installation of the water system shall be at the OWNER's expense per City of Woodland Standard Specifications and Details.
97. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.

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98. If not constructed by others the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road with a 12" extension to serve the planned cul-de-sac on Farmers Central Road.
99. Internal Systems shall provide two connection stubs for the MF parcel for landscaping, potable water, and Fire Loop.
100. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. OWNER shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the project. OWNER shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system. The existing 10" water main on the property along the Hwy 113 off-ramp and Gibson Road shall be field verified and shown on the improvement plans. Any portion of the existing water main found to be in conflict with the proposed development shall be relocated with the subdivision improvements, to a location approved by the City.
101. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
102. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
103. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells and prior to any final maps in the project.

Recycled Water

104. Project shall extend 8-inch Recycled water main down HLA from Gibson Road to Patriot Way/Farm Road connecting to adjacent systems. This improvement is eligible for SLIF credits upon addition to the Spring Lake CIP.

Landscaping

Exhibit C

105. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
106. The first final map for Oyang North OWNER shall construct the entire sound wall for SFD lots along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.
107. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
108. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.
109. Prior to landscape submittal OWNER shall submit concepts for approval for the entryway feature, sound walls, monuments, and other entry way features.

Grading

110. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
111. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
112. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
113. For Soil on site OWNER shall test soil at eight separate locations and submit recommendations for amendment to the City for approval prior to the approval of landscape plans. Applicant shall amend soil in accordance with recommendation in planted areas.

Exhibit C

Fees

114. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
115. Prior to any final map OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference the 2015 AMR fee is \$212 per meter. OWNER shall also pay surface water impact fee per landscape meters.
116. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.
117. At building shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.
118. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.
119. If existing buildings are demolished, OWNER shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees. If there are no sewer or water service connections no sewer or water impact fees will be credited.

General Conditions

120. Prior to final map the OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
121. OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.
122. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.

Exhibit C

123. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
124. Submit proposed Street names to fire department for approval with a copy to engineering prior to improvement final map submittal.
125. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study.
126. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances.
127. All non-single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
128. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
129. If required for construction, Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.
130. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
131. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
132. If improvements are constructed and/or installed by a party or parties other than the OWNER, which improvements benefit OWNER's property, OWNER shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to OWNER.
133. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

Exhibit C

134. If greater than 600 S.F. second units shall pay single family dwelling unit development impact fees.
135. All second units shall have separate water service and meter.
136. Prior to approval of the final map the OWNER shall establish a lighting and landscaping district or annex into the Spring Lake Lighting and Landscape district. Improvements included in the district shall include the storm drain detention ponds and ditches, all public lighting, landscaping, and traffic signals.
137. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Reyna Schenk, Conservation Coordinator, at 661-2063 for more information.
138. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
139. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.

FIRE DEPARTMENT

140. Street Naming. Shall be coordinated with the Fire Department and Community Development. Street names shall be continued from adjacent development areas as appropriate.
141. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
142. Fire Flow. The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.
143. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

Exhibit C

BUILDING DIVISION

144. The project must meet all criteria and mandates for these adopted City codes or the most current code in effect at the time of submittal of building permit:

- a. 2013 California Building Code
- b. 2013 California Plumbing Code
- c. 2013 California Mechanical Code
- d. 2013 California Electrical Code
- e. 2013 Building Energy Efficiency Standards
- f. 2013 California Green Building Code
- g. The Code of the City of Woodland

NOTE: If project plans are submitted after January 1, 2017 design shall comply with the 2016 California Codes or codes in effect at the time of building permit.

145. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.

146. All plans, computations and specifications to be prepared and designed by an architect or engineer or licensed by the State of California.

147. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.

148. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others for compatibility with the design of the buildings.

149. A soils investigation report shall be provide as specified in section 1803.2 of the 2013 CBC or a review of an existing report by a license soils engineer.

150. The project will be required to conform to the current codes that are in effect at the time of plan submittal.

151. Because this project is located in an area known to contain expansive soils and per *Woodland General Plan Policy Document, Part II, Policy 8.A.9, "The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil."* and per *CBC 1802.3.2*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1805.8.1* **and for concrete slab foundations** the design shall be in accordance with *CBC 1805.8.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. Please submit plans and*

Exhibit C

calculations stamped and signed by a California registered Civil or Structural Engineer or Architect showing compliance. *Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1802.3.2 and CBC 1805.8*

152. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).
153. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

Exhibit C

EXHIBIT “D”

(Development Impact Fees)

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of February 3, 2016, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD (Single Family Dwelling)	MFU (Multi-Family Unit)
General City	\$854	\$712
Fire	\$1,317	\$986
Library	\$52	\$44
Police	\$1,126	\$939
Wastewater	\$6,179	\$5,151
Water	\$567	\$348
Parks & Recreational Facilities	\$3,902	\$3,251
Roads	\$5,694	\$4,154
Surface Water (a future fee for the development of surface water treatment facilities)	2,950	per project
MPFP Admin Fee (.75%)	\$170	\$117
Storm Drainage Facilities*	\$0	\$0

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

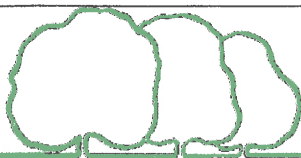
- SLIF fees for SFD \$42,916 and MF \$28,324; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00 for SFD and \$540 for MFU;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements (\$146/unit for multi-family)
- Public transit operations fee of \$35 for SFD and \$25 for MF
- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot

- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit

If a multi-family project does not require a final map (rental apartments), the project shall pay a per unit fee of \$146 for Transit Capital and \$25 for Transit Operation prior to issuance of building permit.

EXHIBIT “E”

(Letter Agreement)



City of Woodland

Community Development Department

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

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

Pan Pacific Development Inc. c/o Bruce J. Bailey

MAILING ADDRESS:

1612 42nd Ave. E

CITY STATE ZIP CODE:

Seattle, WA. 98112

PHONE NUMBER:

(206) 403-1727

E-MAIL ADDRESS:

bbaileyaps@sccglobal.net

PROJECT APPLICANT

Bayless & Hicks

MAILING ADDRESS:

3500 Douglas Blvd., Suite 210

CITY STATE ZIP CODE:

Roseville, CA 95661

PHONE NUMBER:

(916) 240-2752

E-MAIL ADDRESS:

Steve@baylessandhicks.com

2. Application Requested

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

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

3. Project Description

Project Name:

Oyang North

Total Acres or Square Feet

28.7 Acres or 1,250,869 SQ. FT.

Site address or location:

Southeast Corner of Highway 113 and East Gibson Road

Assessor's Parcel Number:

041-070-037

Is Your Project Located in a Flood Zone?

☐

Yes

☒

No

Does this request include signage?

☐

Yes

☒

No

4. Justification for Request



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

7-8-15

291

PLNG-15-00046



Oyang North Project Description

On behalf of Pan Pacific Development Inc., we are pleased to submit an entitlement application for Oyang North. The 28.6 Gross Acre property is located at the southeast intersection of Highway 113 and East Gibson Road within the Spring Lake Specific Plan. The site is currently designated as Low Density (3.0-8.0 du/gross ac.) and Medium Density (8.0-15.0 du/gross ac.) on the General Plan Land Use Map, Spring Lake Specific Plan (SLSP) on the City's Zoning Map and R-5 (>4-5 du/ac) and R-15 (10-15 du/ac) on the SLSP Land Use Plan.

This application seeks approval of a General Plan Amendment, Specific Plan Amendment, Tentative Subdivision Map & Tree Plan to allow development of (52) 50'x80' and (60) 55'x100' Single Family lots on 22.1 gross acres and 100 Multi-Dwelling Units on a 4.0 net acre site (Lot A). The project includes 3 paseo lots to facilitate pedestrian connectivity within the single family neighborhood, a buffer lot adjacent to Highway 113 and Landscape and Neighborhood Green Lots that are sited to preserve (2) existing Valley Oak trees (Nos. 181 and 182) that measure 64" DBH and 40" DBH respectively. A Tree Plan is included to facilitate development of this property consistent with the SLSP.

The proposed General Plan designations are Low Density (3.0-8.0 du/ac gross ac) and High Density (16.0-25.0 du/ gross ac. The High Density site (Lot A) has been re-located from the Oyang South property (separate entitlement application) in order to take advantage of the proximity to Highway 113 and East Gibson Road which is served by Yolobus Routes 42A, 42B and 242 providing access to Woodland, Sacramento International Airport, downtown Sacramento and UC Davis.

The Specific Plan Amendment will re-designate the land uses as R-5 (>4-5 du/ac.), R-8 (6-8 du/ac.) and R-25 (23-25 du/ac). The intent of the Specific Plan Amendment is to preserve a diversity of housing choices within the SLSP while bringing land uses into alignment with current market demand that will not support development at the R-15 range now or in the immediate future.

The Tentative Subdivision Map will subdivide the property into 112 single family residential lots, 1 multi-family lot totaling 100 dwelling units along with Landscape, Paseo and Neighborhood Green lots as described above. A total of 119 Parcels will be created by the Tentative Subdivision Map. The applicant intends to phase development of the plan and will work collaboratively with City Staff to determine appropriate phasing within the course of this entitlement application.

A Tree Plan has been prepared consistent with Chapter 20A of the Woodland City Code. There are 33 trees within the property that are >5" Diameter at Breast Height (DBH). 25 trees are proposed for removal due to their location within the future Farm Road right-of-way. The city has previously approved the Cal West Tentative Subdivision Map (No. 5075) immediately south of our site showing the removal of all trees within the same Farm Road alignment. The remaining Trees (Nos. 181 and 182) are Heritage Oaks (>33" DBH) and are preserved within separate Landscape and Neighborhood Green lots in the plan. An Arborist Report is included in the application.

We believe this submittal provides sufficient detail to begin processing the application and preparing a Staff Report but if further information or clarification is needed, please do not hesitate to contact the Applicant or Engineering Team.

OYANG NORTH LOT SIZE DEVELOPMENT CHART

VILLAGE 1

VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	7324	100	74	32	5889	104	56
2	6800	100	68	33	5800	100	58
3	6350	100	64	34	5500	100	55
4	6350	100	64	35	6618	100	67
5	6338	100	64	36	6836	110	62
6	7276	100	74	37	6850	110	62
7	6376	100	65	38	9100	100	92
8	5500	100	55	39	6876	100	70
9	5500	100	55	40	6000	100	60
10	5800	100	58	41	6000	100	60
11	5500	100	55	42	6031	100	60
12	5500	100	55	43	6352	100	63
13	5500	100	55	44	6700	100	67
14	7854	105	81	45	6400	100	64
15	6503	104	62	46	6421	100	64
16	7710	101	65	47	7126	100	72
17	7417	100	66	48	7730	116	58
18	8684	105	83	49	6353	116	55
19	8061	145	56	50	6699	116	58
20	10035	115	63	51	6352	116	55
21	9869	113	61	52	7913	115	83
22	7336	132	57	53	8787	124	73
23	6868	117	60	54	6591	122	59
24	6482	110	61	55	7332	116	60
25	6150	109	58	56	7984	116	76
26	6105	109	56	57	7174	116	62
27	6571	101	65	58	6712	116	58
28	8780	100	85	59	6349	116	55
29	8144	120	63	60	7705	115	68
30	9625	140	71	SUB-TOTAL			
31	8904	116	70	198,180 SF			
SUB-TOTAL		221,212 SF	3342	1989			

TOTAL SQUARE FEET: 419,392 SF

MAX LOT SIZE:	10,035 SF	MAX LOT DEPTH:	140'	MAX. LOT WIDTH:	85'
MIN. LOT SIZE:	5,500 SF	MIN. LOT DEPTH:	100'	MIN. LOT WIDTH:	55'
AVE. LOT SIZE:	6,990 SF	AVE. LOT DEPTH:	108'	AVE. LOT WIDTH:	64'

OYANG NORTH LOT SIZE DEVELOPMENT CHART

VILLAGE 2

VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	9305	98	89	27	4505	85	53
2	6083	100	67	28	4250	85	50
3	4373	83	53	29	4250	85	50
4	5508	80	66	30	4976	85	60
5	5341	80	71	31	4976	85	60
6	3997	80	50	32	4250	85	50
7	3997	80	50	33	4250	85	50
8	3997	80	50	34	4505	85	53
9	4397	80	55	35	4250	85	50
10	3997	80	50	36	4250	85	50
11	3997	80	50	37	4505	85	53
12	5325	80	68	38	4250	85	50
13	4925	80	62	39	4250	85	50
14	3997	80	50	40	4250	85	50
15	3997	80	50	41	5119	85	61
16	3997	80	50	42	4867	83	60
17	4237	80	53	43	4176	83	50
18	3997	80	50	44	4472	84	53
19	6757	80	92	45	4261	85	50
20	5010	85	60	46	4617	86	54
21	4250	85	50	47	4323	86	50
22	4250	85	50	48	4323	86	50
23	4250	85	50	49	4323	86	50
24	4505	85	53	50	4583	86	53
25	4250	85	50	51	4323	86	50
26	4250	85	50	52	5064	86	60
SUBTOTAL	122,989 SF	2156	1489	SUBTOTAL	116,168 SF	2212	1370

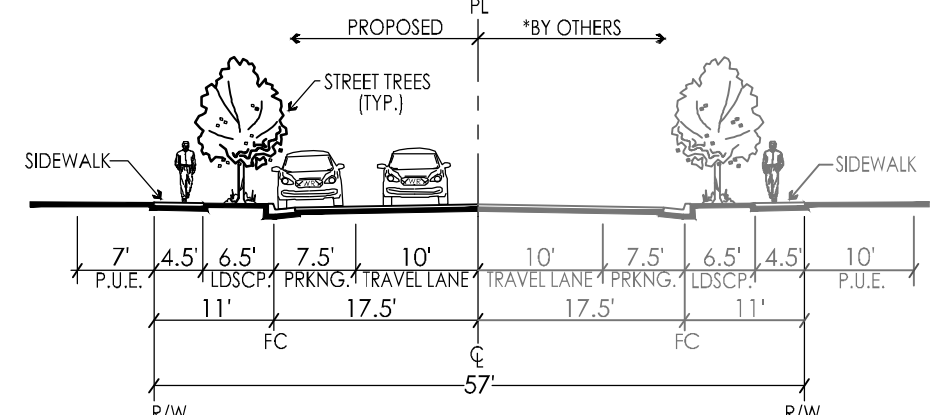
TOTAL SQUARE FEET: 239,157 SF

MAX LOT SIZE:	9,305 SF	MAX LOT DEPTH:	100'	MAX. LOT WIDTH:	92'
MIN. LOT SIZE:	3,997 SF	MIN. LOT DEPTH:	80'	MIN. LOT WIDTH:	50'
AVE. LOT SIZE:	4,599 SF	AVE. LOT DEPTH:	84'	AVE. LOT DEPTH:	55'

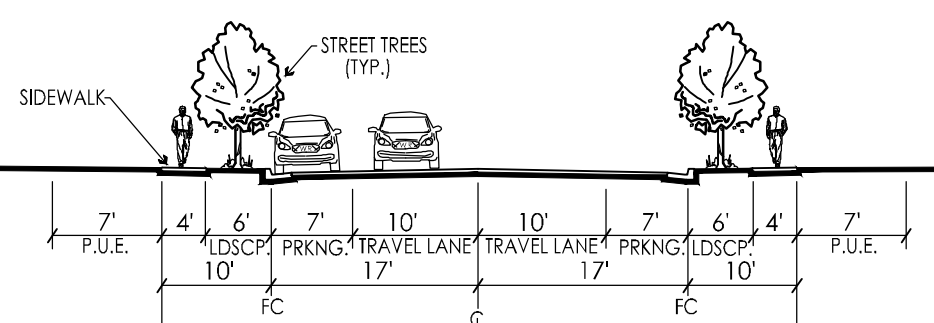
Figure 1: Typical cross-section of a proposed two-lane road. The diagram shows a cross-section of a road with a centerline (CL) and a proposed two-lane road section. The road is 34 feet wide, with 12 feet for each travel lane. The shoulders are 8.5 feet wide, and the total width is 34 feet. The diagram also shows a 5.5-foot shoulder, a 12-foot travel lane, an 8.5-foot shoulder, and a 34-foot total width. The diagram is labeled with 'PROPOSED', 'BOC', 'BY OTHERS', 'TRAVEL LANE', 'PRKNG.', 'LOSCP.', 'CL', 'R/W', and '5.5'.

68' STREET SECTION
NOT TO SCALE

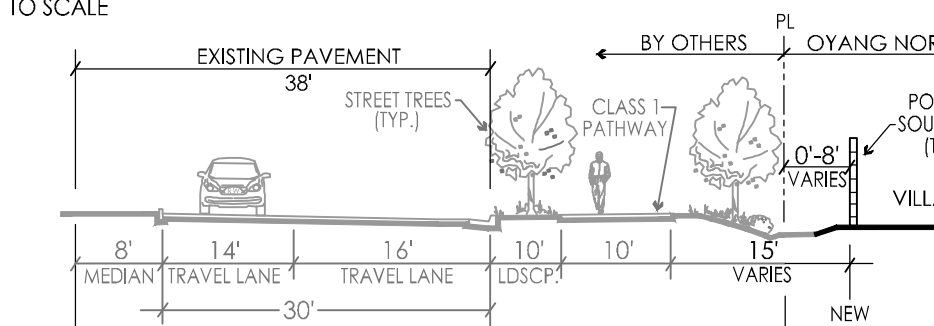
* RIGHT-OF-WAY IMPROVEMENTS ON EAST SIDE OF CENTER LINE WILL ONLY
INCLUDE UP TO THE BACK OF CURB. THE REST TO BE CONSTRUCTED BY OTHERS.



FARM ROAD (LOCAL)



LOCAL STREET



GIBSON ROAD HALF SECTION (SOUTH HALF)



99°

INTERSECTION ANGLE IS $> 4^\circ$ DEVIATION FROM 90° .

<u>INTERSECTION TYPE</u>	<u>CURB FACE</u>
LOCAL TO LOCAL	34'
FARM ROAD TO LOCAL	25'
HARRY LORENZO TO FARM ROAD	VARIES
HARRY LORENZO TO LOCAL	35'
HARRY LORENZO TO GIBSON	36'

Diagram illustrating the turning path of a truck at a street intersection, showing the truck's position relative to the curb, sidewalk, and street centerline.

Truck Dimensions:

- Overall Length: 37.21'
- Width: 9.14'
- Lock to Lock Time: 6.0"
- Steering Angle: 39.3°
- Front Wheel Offset: 7.08'
- Rear Wheel Offset: 20.71'

Street Layout Labels:

- TRUCK CENTERLINE (5' FROM CENTERLINE)
- TRUCK BODY
- FRONT WHEEL
- REAR WHEEL
- FACE OF CURB
- SIDEWALK
- PARKING
- FACE OF CURB
- SIDEWALK
- STREET A
- FARM RD.

Scale: 1" = 50'

North Arrow: Indicated by a star symbol pointing North.

[illegible]

VILLAGE/ LOT NO.	GENERAL PLAN/ ZONING DESIGNATION	USE	LOT SIZE	ACRES (G)	ACRES (N)	DWELLING UNITS	GROSS DENSITY	NET DENSITY
1	LOW DENSITY/R-5	SINGLE-FAMILY RES.	55'X100'	13.9	13.9	60	4.3	4.3
2	LOW DENSITY/R-8	SINGLE-FAMILY RES.	50'X80'	8.4	7.7	52	6.2	6.7
3	HIGH DENSITY/R-25	MULTI-FAMILY RES.	-	5.5	4.6	115	21.1	25.0
G	LOW DENSITY/R-5	HIGHWAY BUFFER	-	0.7	0.7	-	-	-
RW	HIGH DENSITY/R-25	STREET A (NORTH HALF)	-	-	0.4	-	-	-
RW	-	E. GIBSON & HARRY LORENZO RIGHT-OF-WAY	-	-	1.2	-	-	-
TOTALS				28.5	28.5	227		

- 1) VILLAGE 1 & 2 NET ACREAGE EXCLUDES HARRY LORENZO AVENUE AND LOT "G" (HIGHWAY BUFFER).
- 2) VILLAGE 3 NET ACREAGE EXCLUDES EAST GIBSON ROAD, HARRY LORENZO AVENUE AND THE NORTH HALF OF STREET A
- 3) LOTS B-G ARE DEDICATED TO BE PUBLIC PROPERTY LOTS.
- 4) VILLAGE 3 DWELLING UNIT COUNT IS CALCULATED WITH A FIXED NET DENSITY OF 25.0 DU/AC.

EXISTING SPECIFIC PLAN			DENSITY PERMITTED	PROPOSED TENTATIVE SUBDIVISION MAP				
SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS	BASED ON NET ACREAGE	VILLAGE/ LOT	LAND USE	SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS
R-5	18.8	94	75-94	VILLAGE 1	SF RESIDENTIAL	R-5	13.9	60
R-15	8.2	123	82-123	VILLAGE 2	SF RESIDENTIAL	R-8	7.7	52
				VILLAGE 3	MF RESIDENTIAL	R-25	4.6	115
				LOT G	HIGHWAY BUFFER	R-5	0.7	-
				RW	STREET A (NORTH HALF)	R-25	0.4	-
RW	1.5	-		RW	HARRY LORENZO AVE.	RW	1.2	-
	28.5 ACRES	217 UNITS	157-217 UNITS				28.5 ACRES	227 UNITS

1) EXISTING NET AREA ACREAGES ARE APPROXIMATE & DERIVED FROM PAGE 2-5 EXHIBIT OF THE SPRING LAKE SPECIFIC PLAN

RECORD OWNER
PAN PACIFIC DEVELOPMENT INC.
1612 42ND AVE E
SEATTLE, WA 98112
CONTACT: BRUCE J. BAILEY
PHONE: (206) 403-1727

APPLICANT
BAYLESS & HICKS
3500 DOUGLAS BLVD, # 201
ROOSEVELT, CA 95661
CONTACT: STEVE HICKS
PHONE: (916) 789-2421

PLANNER/ENGINEER
WOOD RODGERS INC.
3301 C STREET, BLDG. 100-B
SACRAMENTO, CA 95816
PLANNER: TIMOTHY DENHAM, AICP
ENGINEER: PHIL TABOR, PE 71802
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
041-070-037 (SEE NOTE 14)

AREA
28.5 ± ACRES GROSS

NUMBER OF PARCELS
112 SINGLE FAMILY LOTS
3 PASEO LOTS
1 HIGHWAY BUFFER LOT
1 MULTI-FAMILY LOT
2 TREE PRESERVATION LOTS

119 PARCELS TOTAL

RESIDENTIAL LOT SIZE SUMMARY
VILLAGE 1
MAX: 10,035 SF
MIN: 5,500 SF
AVE: 6,990 SF
VILLAGE 2
MAX: 9,305 SF
MIN: 3,997 SF
AVE: 4,599 SF

EXISTING USE
AGRICULTURE

PROPOSED USE
SEE SUMMARY

EXISTING GENERAL PLAN
LOW DENSITY (3.0-8.0 DU/ GROSS ACRE)
MEDIUM DENSITY (8.0-15.0 DU/ GROSS ACRE)

PROPOSED GENERAL PLAN
LOW DENSITY (3.0-8.0 DU/GROSS ACRE)
HIGH DENSITY (16.0-25.0 DU/GROSS ACRE)

EXISTING / PROPOSED ZONING
SPRING LAKE SPECIFIC PLAN

EXISTING SPECIFIC PLAN
SINGLE FAMILY RESIDENTIAL / R-5
MULTI-FAMILY RESIDENTIAL / R-15

PROPOSED SPECIFIC PLAN
SINGLE FAMILY RESIDENTIAL / R-5
SINGLE FAMILY RESIDENTIAL / R-8
MULTI-FAMILY RESIDENTIAL / R-25

FLOOD ZONE
X

PARK DISTRICT
CITY OF WOODLAND

FIRE PROTECTION
SPRINGLAKE FIRE PROTECTION DISTRICT

SCHOOL DISTRICT
WOODLAND JOINT UNIFIED SCHOOL DISTRICT

SEWER
CITY OF WOODLAND

STORM DRAIN
CITY OF WOODLAND

WATER
CITY OF WOODLAND

ELECTRICITY
PG&E

GAS
PG&E

NOTE:

- 1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. PHASING TO BE DETERMINED.
- 2) PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE LAND SHOWN HEREON IS HEREBY TO BE MERGED AND RESUBDIVIDED.
- 3) EXISTING TOPOGRAPHY PROVIDED BY SYNERGY MAPPING, INC. AND WAS FLOWN ON APRIL 27, 2015.
- 4) UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.
- 5) OWNER WILL DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY NECESSARY TO PROVIDE ALL UTILITIES.
- 6) ALL INTERNAL STREETS WILL HAVE A DEDICATED PUBLIC UTILITY EASEMENT MEASURED FROM THE RIGHT-OF-WAY AS SHOWN ON THE STREET SECTIONS.
- 7) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- 8) SEE SHEET 4 (TREE PLAN) FOR SPECIFIC INFORMATION ON PRESERVATION AND REMOVAL OF TREES.
- 9) THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
- 10) THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.
- 11) THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.
- 12) STREET NAMES SHOWN WITH LETTER CALLOUT ARE FOR TENTATIVE MAP PURPOSES ONLY.
- 13) RESIDENTIAL BUILDING SETBACKS WILL COMPLY WITH SPRING LAKE SPECIFIC PLAN AND ZONING STANDARDS.
- 14) PER TITLE REPORT ORDER NO. 301-81644, DATED JULY 16, 2015, THERE ARE TWO PARCELS OF LAND LABELED WITH ONLY ONE ASSESSOR'S PARCEL NUMBER (APN 041-070-037). THE PROJECT BOUNDARY SHOWN INCLUDES BOTH PARCELS OF LAND.
- 15) PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:
 - A) RIGHT-OF-WAY DEDICATION PER BK. 2008 O.R. PG. 0009147.

	PROJECT BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	PUBLIC UTILITY ESMT. (PUE)
	EXISTING EASEMENT
	VILLAGE BOUNDARY
	TOP BACK OF CURB
	SIDEWALK
	PROPOSED DESIGN EXCEPTION

<u>SHEET</u>	<u>TITLE</u>	<u>SCALE</u>
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- GRADING & DRAINAGE PLAN	1"=80'
3	TSM- SEWER & WATER PLAN	1"=80'
4	TSM- TREE PLAN & FENCING PLAN	1"=80'

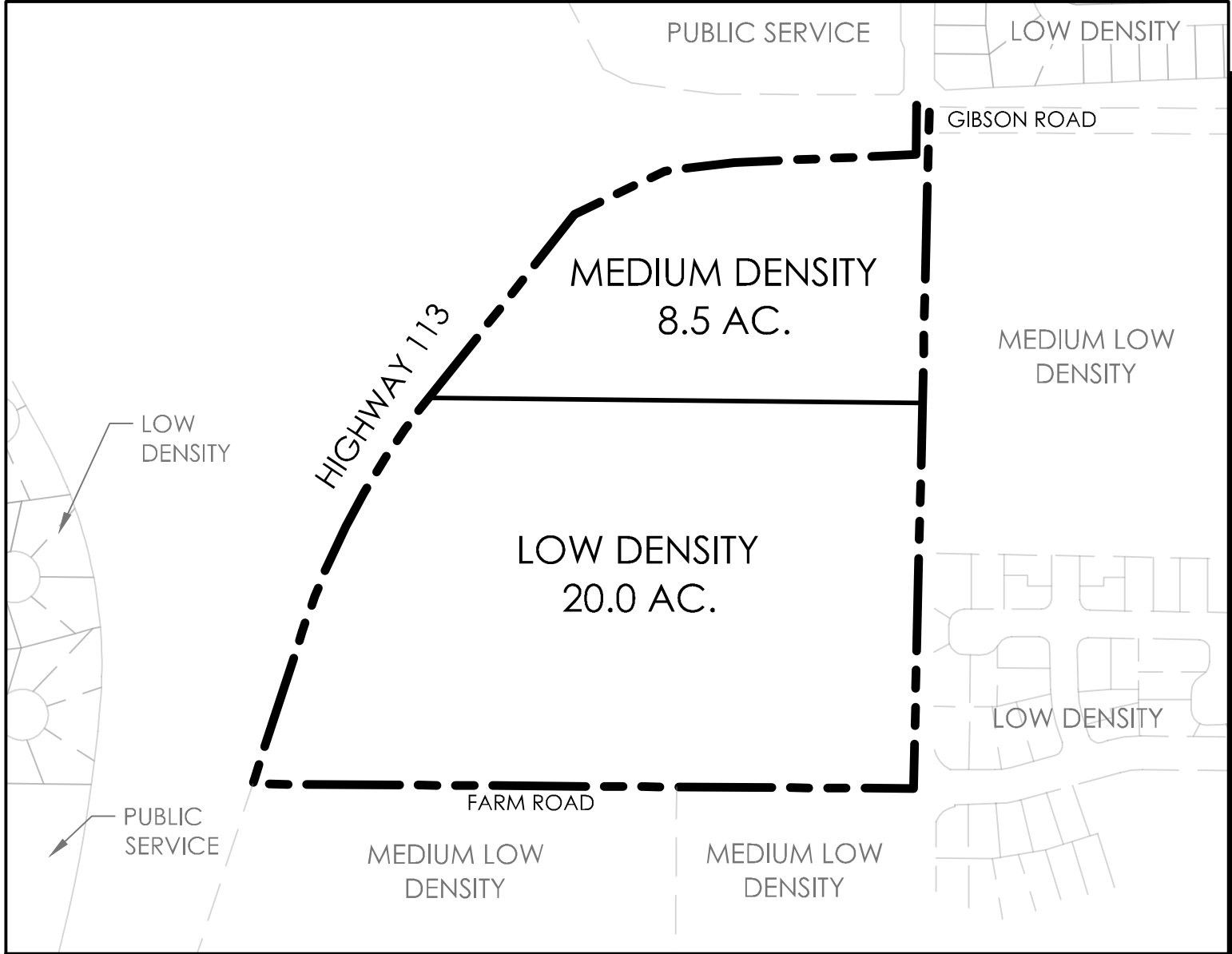


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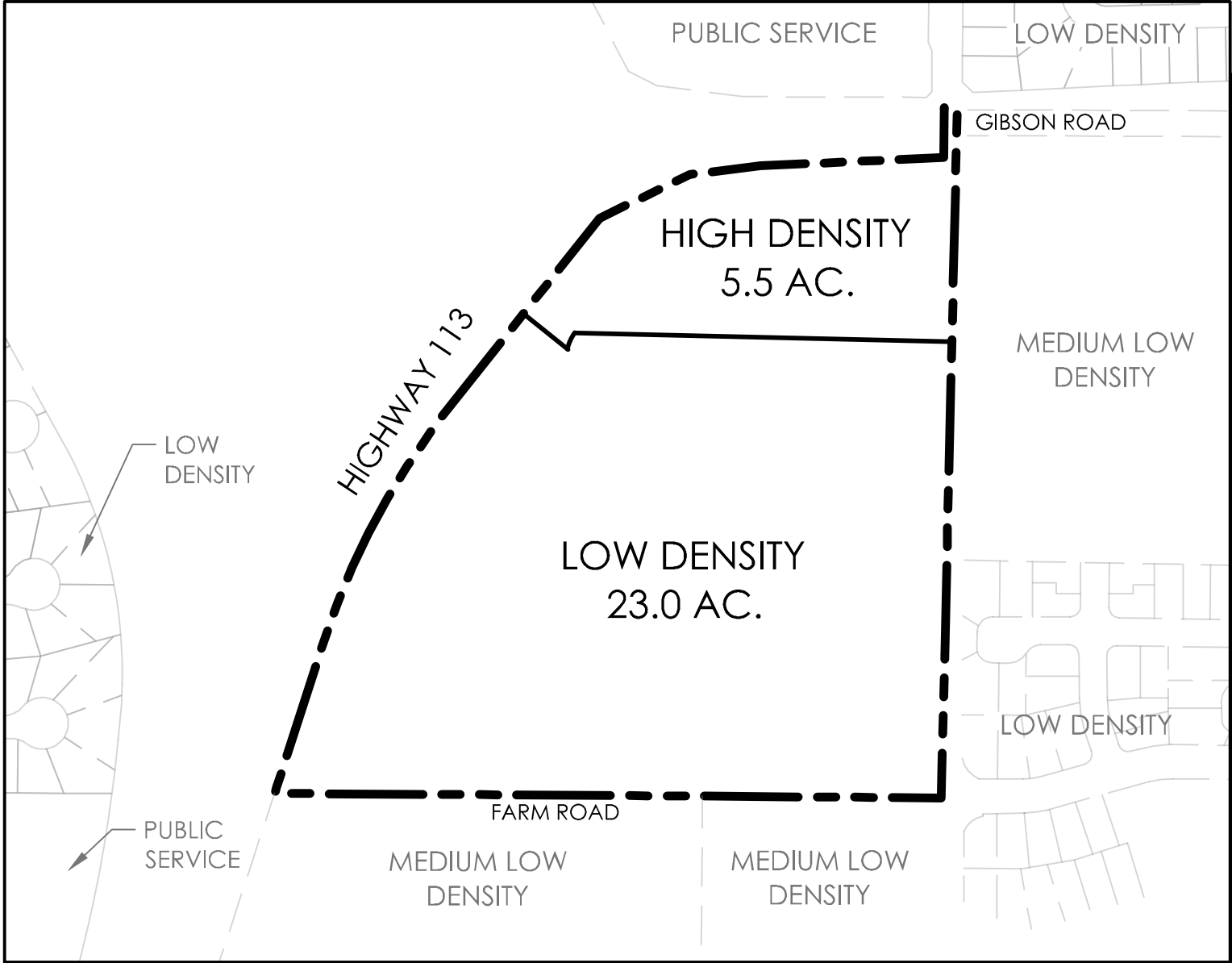
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

GENERAL PLAN AMENDMENT EXHIBIT
OYANG NORTH
CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016



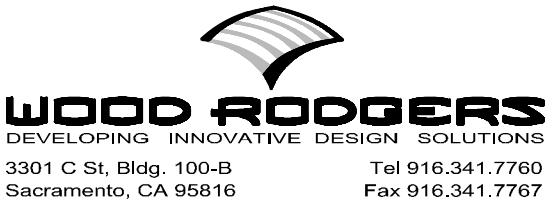
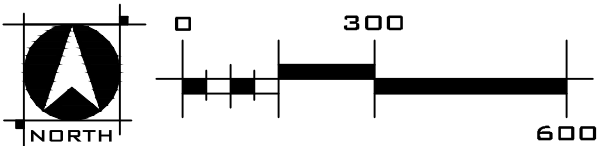
EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN

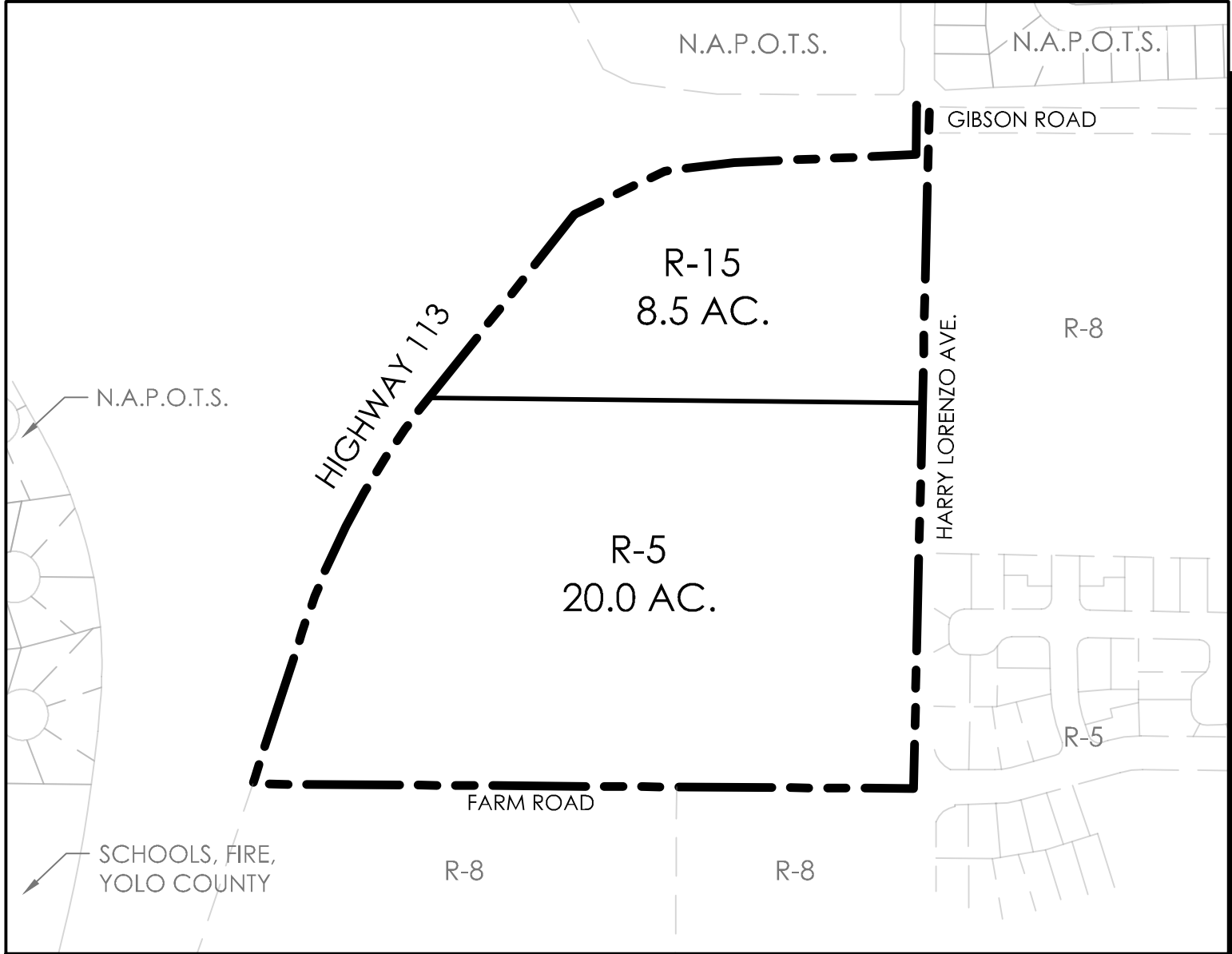
GENERAL PLAN AMENDMENT SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
LOW DENSITY	RESIDENTIAL (3.0-8.0 DU/GROSS AC)	20.0 AC.	23.0 AC.	3.0 AC.
MEDIUM DENSITY	RESIDENTIAL (8.0-15.0 DU/GROSS AC)	8.5 AC.	0.0 AC.	-8.5 AC.
HIGH DENSITY	RESIDENTIAL (16.0-25.0 DU/GROSS AC)	0.0 AC.	5.5 AC.	5.5 AC.
		28.5 AC.	28.5 AC.	

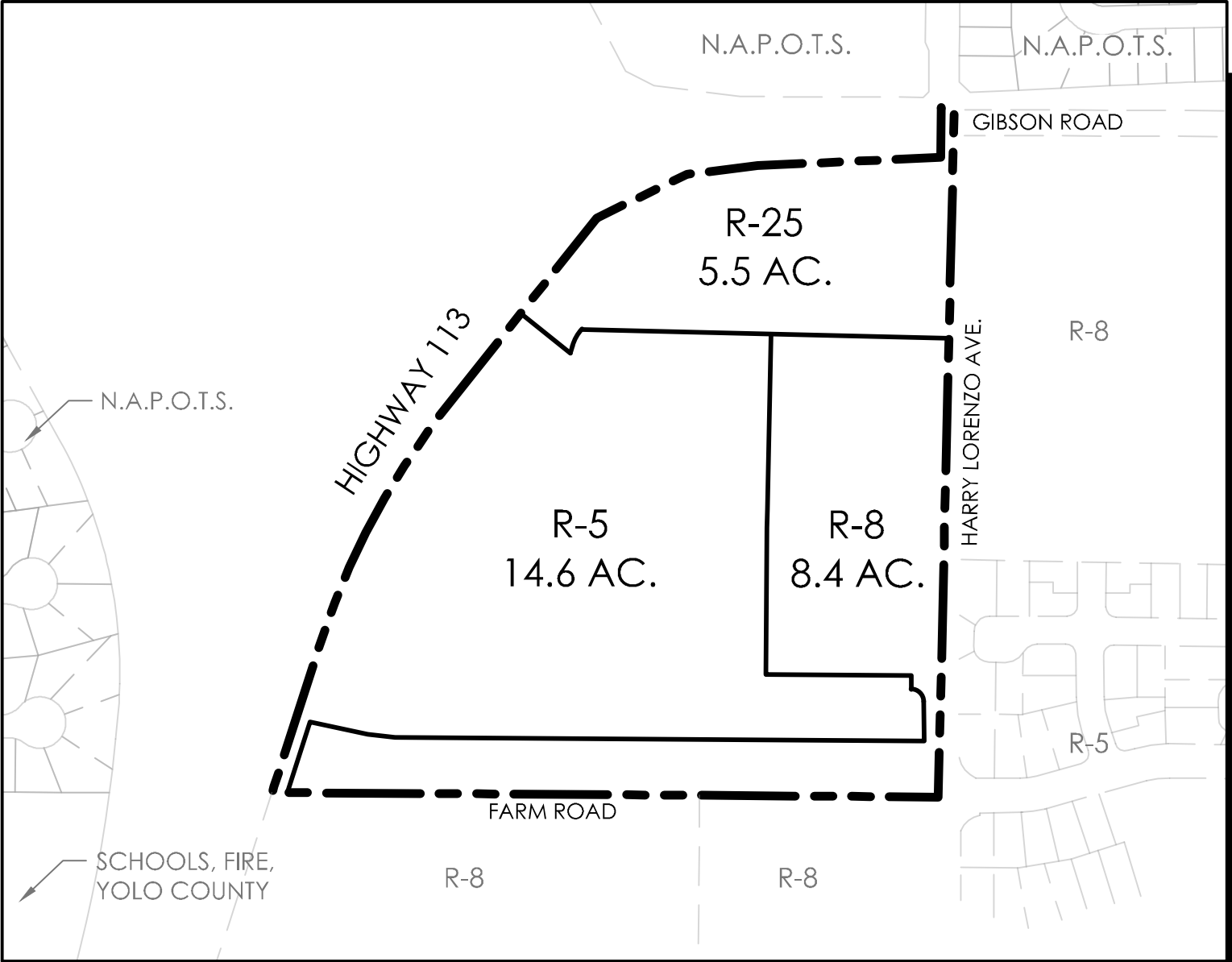


SPECIFIC PLAN AMENDMENT EXHIBIT
OYANG NORTH
CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016



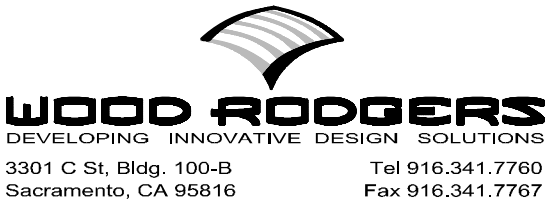
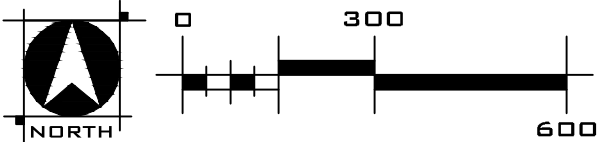
EXISTING SPECIFIC PLAN



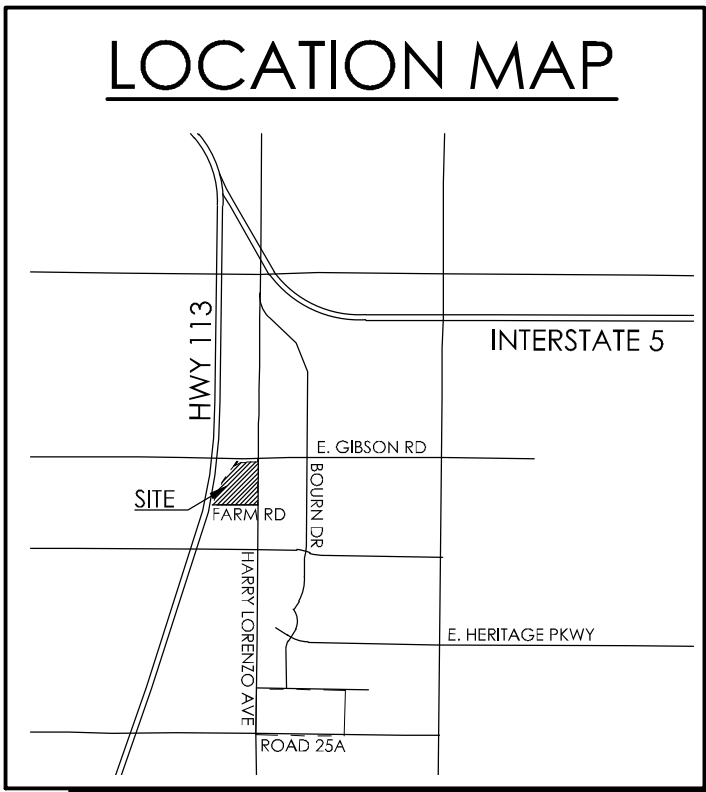
PROPOSED SPECIFIC PLAN

SPECIFIC PLAN AMENDMENT SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
R-5	SINGLE-FAMILY RESIDENTIAL (4-5 DU/AC)	20.0 AC.	14.6 AC.	-5.4 AC.
R-8	SINGLE-FAMILY RESIDENTIAL (6-8 DU/AC)	0.0 AC.	8.4 AC.	8.4 AC.
R-15	MULTI-FAMILY RESIDENTIAL (10-15 DU/AC)	8.5 AC.	0.0 AC.	-8.5 AC.
R-25	MULTI-FAMILY RESIDENTIAL (23-25 DU/AC)	0.0 AC.	5.5 AC.	5.5 AC.
		28.5 AC.	28.5 AC.	



TENTATIVE SUBDIVISION MAP
SEWER AND WATER PLAN
OYANG NORTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 2 OF 4
MAP #5091

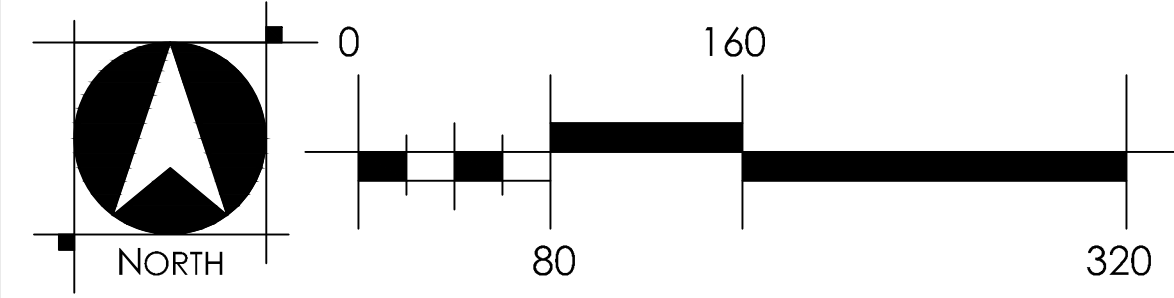
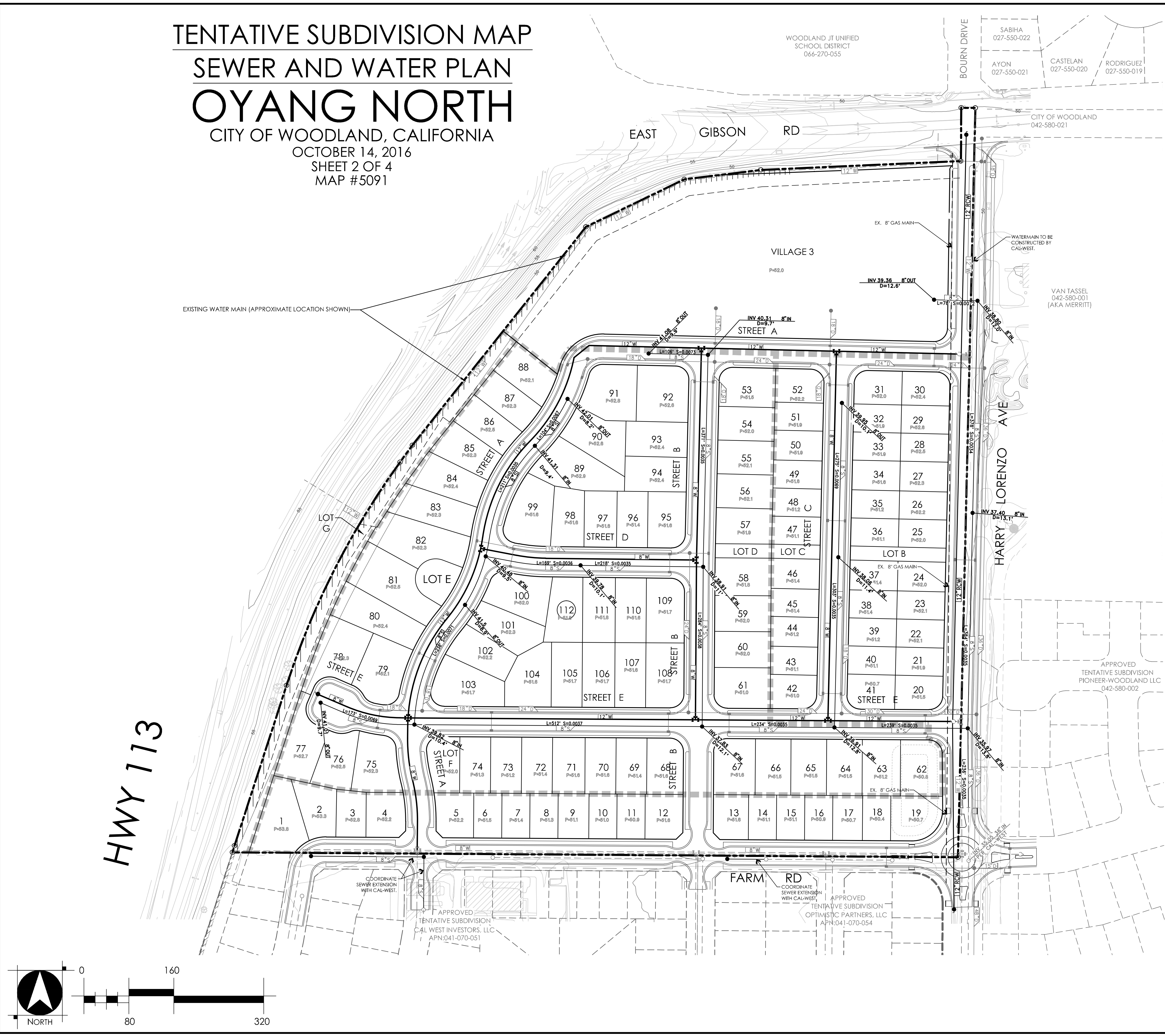


LEGEND

	PROJECT BOUNDARY
	VILLAGE BOUNDARY
	RIGHT-OF-WAY
	PROPOSED LOTS
	ADJACENT LOTS
	PUBLIC UTILITY ESMT. (PUE)
	FACE OF CURB
	SIDEWALK
	LIP OF CURB
	EXISTING GAS MAIN
	SEWER MAIN
	SEWER MANHOLE
	SEWER/WATER PER CALWEST
	DRAINAGE MAIN
	DRAINAGE MANHOLE
	DRAIN INLET
	RECYCLED WATER MAIN
	WATER MAIN
	GATE VALVE
	BLOW OFF VALVE
	PROPOSED SEWER PIPE SLOPE & LENGTH
	PROPOSED SEWER INVERT ELEVATION & DEPTH
	PAD ELEVATION

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- SEWER & WATER PLAN	1"=80'
3	TSM- GRADING & DRAINAGE PLAN	1"=80'
4	TSM- TREE PLAN & FENCING PLAN	1"=80'

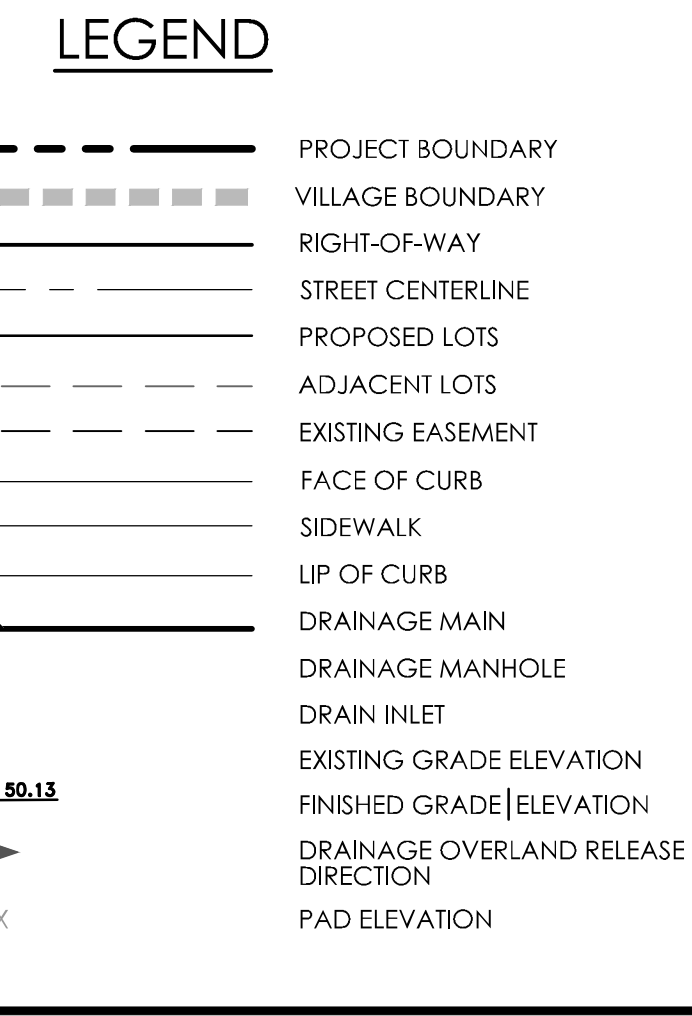
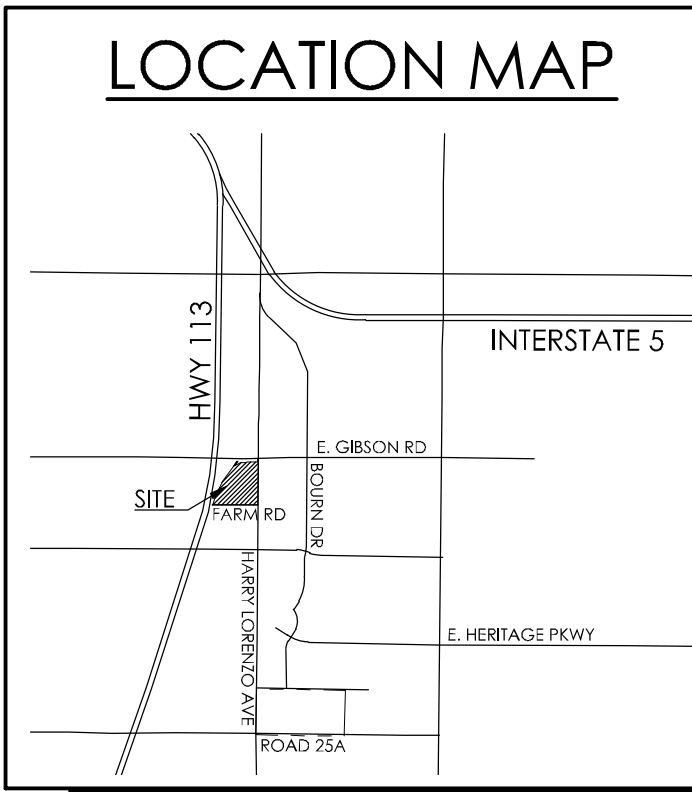


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TENTATIVE SUBDIVISION MAP
GRADING & DRAINAGE
OYANG NORTH

CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016
SHEET 3 OF 4
MAP #5091



SHEET INDEX

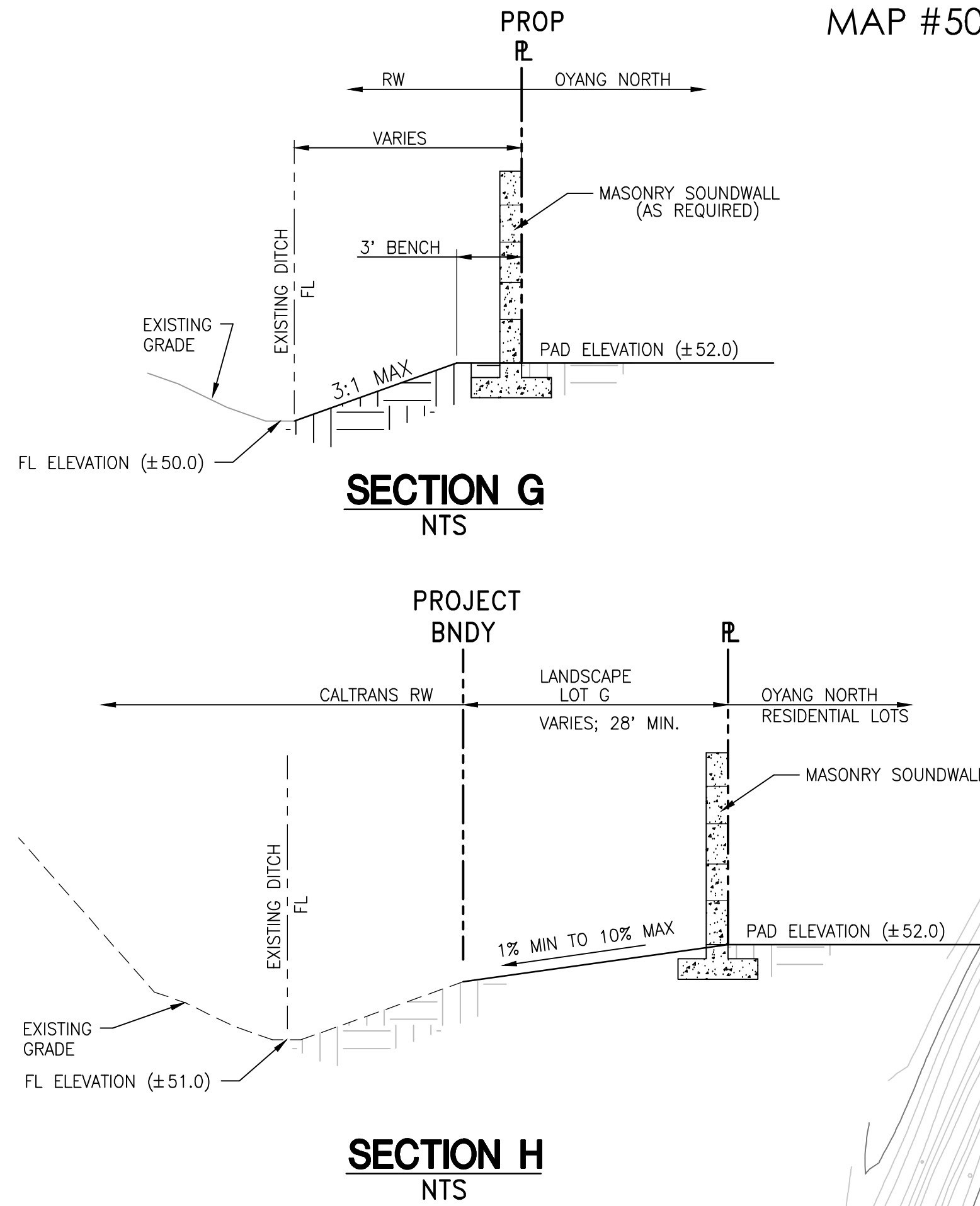
SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- SEWER & WATER PLAN	1"=80'
3	TSM- GRADING & DRAINAGE PLAN	1"=80'
4	TSM- TREE PLAN & FENCING PLAN	1"=80'

EARTHWORK QUANTITIES

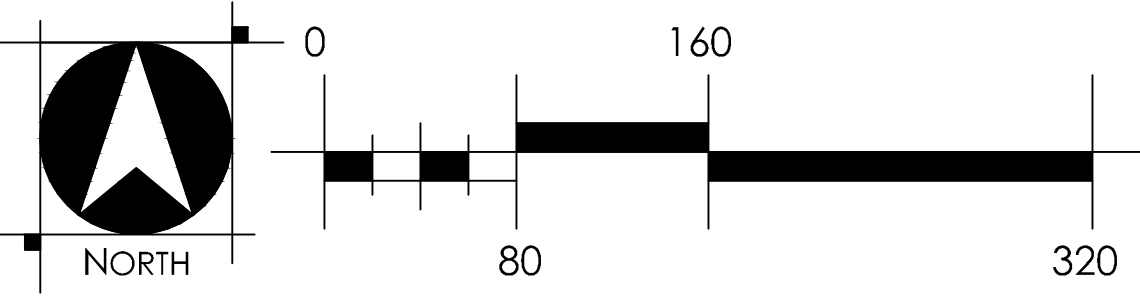
CUT:	19.053 CUBIC YARDS
FILL:	50.662 CUBIC YARDS
NET:	31.609 CUBIC YARDS (Import)

NOTE

*STREET SLOPES & GRADES PER APPROVED CALWEST TENTATIVE SUBDIVISION MAP NO.5075



HWY 113



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Sacramento, CA 95816 Fax 916.341.7767

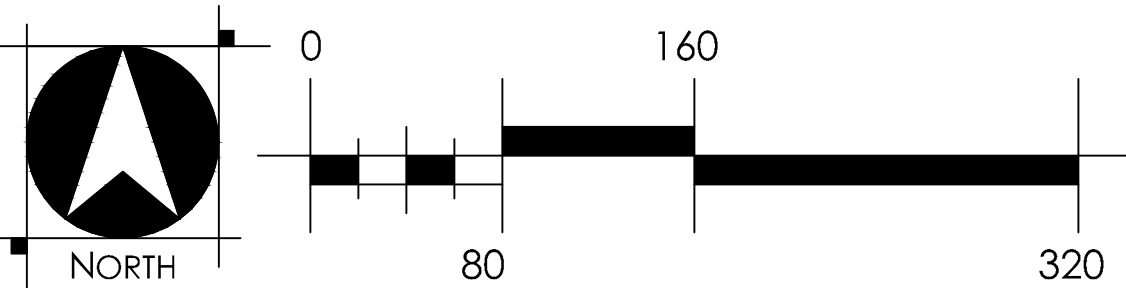
TREE INVENTORY												
STATUS	TREE#	COMMON NAME	SPECIES	TOTAL DBH INCHES	DLR (feet)	CONDITIONAL ASSESSMENT					MAINTENANCE RECOMMENDATIONS	
						RT CR	TRUNK	LEAVES	FOLIAGE	STRUCTURE		VIGOR
	150	Valley Oak	(<i>Quercus lobata</i>)	7	9	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	151	Valley Oak	(<i>Quercus lobata</i>)	8	11	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	152	Valley Oak	(<i>Quercus lobata</i>)	8	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	153	Valley Oak	(<i>Quercus lobata</i>)	24	25	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	154	Valley Oak	(<i>Quercus lobata</i>)	38	34	Fair	Fair	Poor to fair	Poor to fair	Fair	Fair	None at this time
	155	English Walnut	(<i>Juglans regia</i>)	7	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
OFFSITE:	156	Valley Oak	(<i>Quercus lobata</i>)	14	17	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	157	Valley Oak	(<i>Quercus lobata</i>)	7	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	158	Valley Oak	(<i>Quercus lobata</i>)	15	21	Fair	Poor to fair	Poor to fair	Poor to fair	Poor to fair	Fair	Cut wire
X	159	Valley Oak	(<i>Quercus lobata</i>)	17	19	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	Treat for carpenter worm and reevaluate in six months
X	160	Valley Oak	(<i>Quercus lobata</i>)	12	16	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	161	Valley Oak	(<i>Quercus lobata</i>)	7	9	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	162	Valley Oak	(<i>Quercus lobata</i>)	9	13	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	163	Valley Oak	(<i>Quercus lobata</i>)	21	15	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	164	Valley Oak	(<i>Quercus lobata</i>)	8	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	165	Valley Oak	(<i>Quercus lobata</i>)	8	9	Fair	Poor to fair	Poor to fair	Fair	Fair	Fair	None at this time
X	166	California Black Walnut	(<i>Juglans californica</i>)	7	10	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	Recommend removal due to nature and extent of noted defects
X	167	Valley Oak	(<i>Quercus lobata</i>)	10	15	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	168	Valley Oak	(<i>Quercus lobata</i>)	7	17	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	169	Valley Oak	(<i>Quercus lobata</i>)	13	19	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	170	California Black Walnut	(<i>Juglans californica</i>)	7	15	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	171	Valley Oak	(<i>Quercus lobata</i>)	6	5	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	172	Valley Oak	(<i>Quercus lobata</i>)	8	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	173	Valley Oak	(<i>Quercus lobata</i>)	15	20	Fair	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	None at this time
X	174	Valley Oak	(<i>Quercus lobata</i>)	12	18	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	175	California Black Walnut	(<i>Juglans californica</i>)	6	10	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	176	Valley Oak	(<i>Quercus lobata</i>)	11	20	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	177	Valley Oak	(<i>Quercus lobata</i>)	7	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	178	Valley Oak	(<i>Quercus lobata</i>)	10	13	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	179	Valley Oak	(<i>Quercus lobata</i>)	14	18	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	180	Valley Oak	(<i>Quercus lobata</i>)	6	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	181	Valley Oak	(<i>Quercus lobata</i>)	64	45	Poor to fair	Poor	Poor	Fair	Poor	Fair	Isolate the fall zone or remove the tree.
	182	Valley Oak	(<i>Quercus lobata</i>)	40	34	Poor to fair	Poor to fair	Fair	Fair	Poor to fair	Fair	Clean out crown and inspect annually.

TREE INVENTORY SUMMARY					
	# OF TREES	# OF TREES *T.B.R.	**D.B.H.	D.B.H. T.B.R.	***MITIGATION REQUIRED
ON-SITE	32	25	439	307	223
OFF-SITE	1	0	14	0	0
TOTAL	33	25	453 IN.	307 IN.	223 IN.
*T.B.R.= TO BE REMOVED **D.B.H.= DIAMETER BREST HEIGHT ***EXCLUDES WALNUTS OR OAKS RECOMMENDED FOR REMOVAL.					

KEY

= TO REMAIN

= TO BE REMOVED



TENTATIVE SUBDIVISION MAP

PRELIMINARY TREE REMOVAL & FENCING EXHIBIT

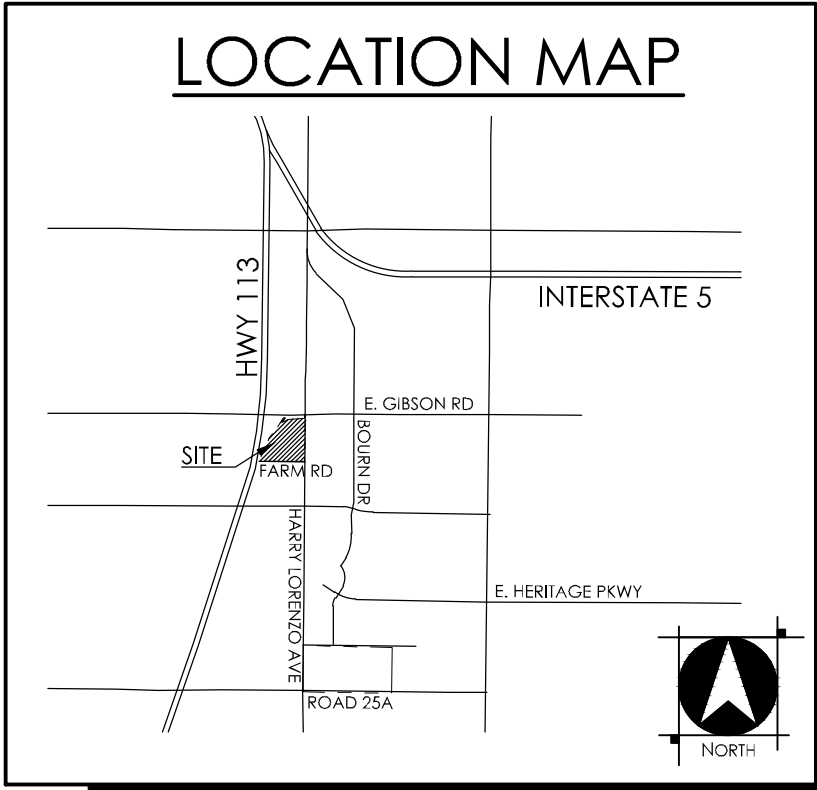
OYANG NORTH

CITY OF WOODLAND, CALIFORNIA

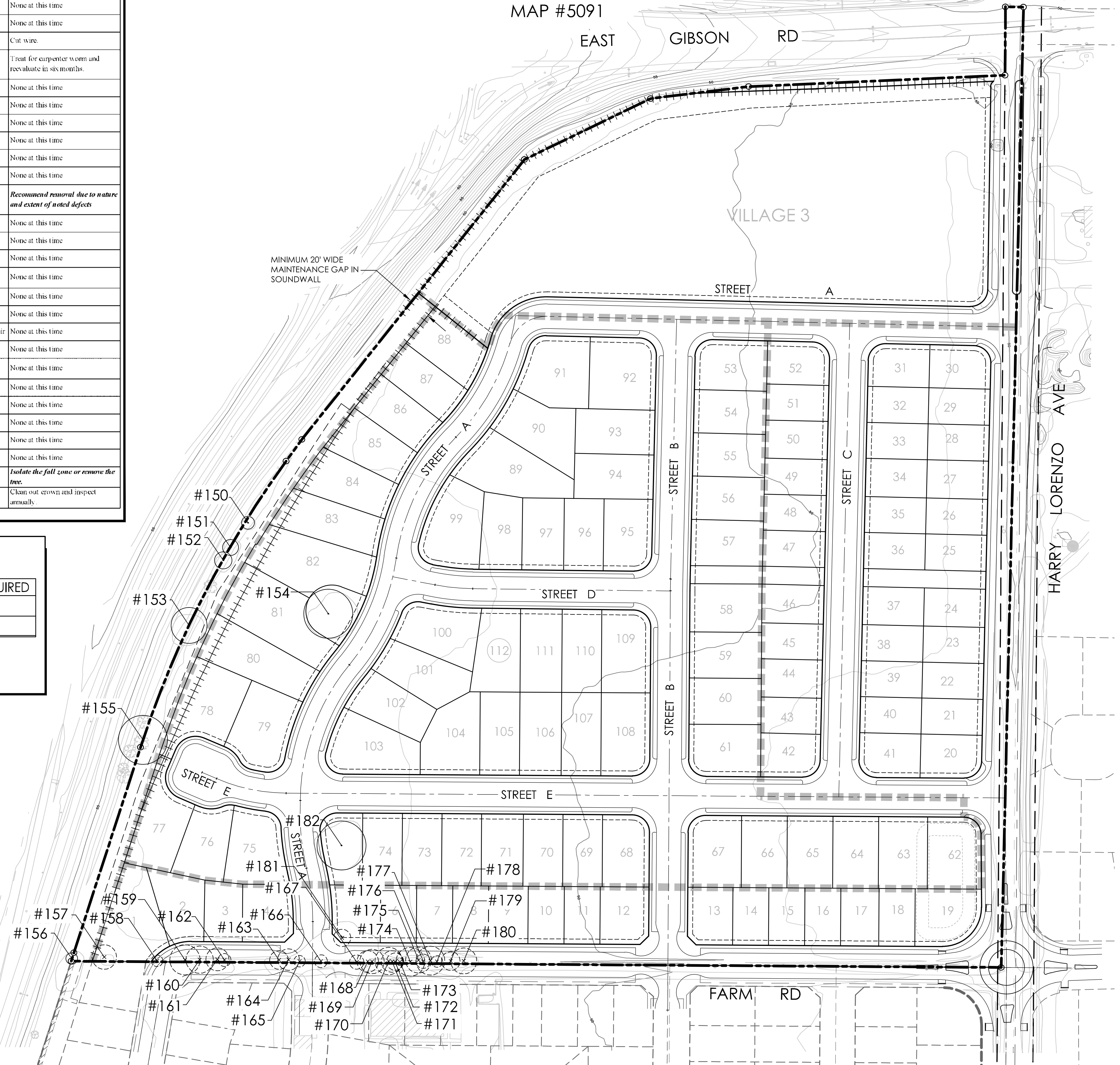
OCTOBER 14, 2016

SHEET 4 OF 4

MAP #5091



HWY 113



SHEET INDEX		
SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- GRADING & DRAINAGE PLAN	1"=80'
3	TSM- SEWER & WATER PLAN	1"=80'
4	TSM- TREE PLAN & FENCING PLAN	1"=80'

LEGEND	
	PROJECT BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	FACE OF CURB
	SIDEWALK
	ADJACENT LOTS
	PUBLIC UTILITY ESMT. (PUE)
	MASONRY SOUNDWALL

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Sacramento, CA 95816 Fax 916.341.7767

Legislation Text

17.

File #: 16-813, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 15, 2016

SUBJECT: PUBLIC HEARING - Spring Lake Specific Plan, Oyang South (PLNG15-00047)
- Request to amend the General Plan and Spring Lake Specific Plan, and approve a Tentative Subdivision Map (TSM #5092) and a Development Agreement for a 77.3-acre parcel located within the Spring Lake Specific Plan Area

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

- 1) Conduct a public hearing;
- 2) Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act (**Attachment 1 & 2**);
- 3) Adopt the attached Resolution No. _____, amending the City General Plan land use designations in accordance with the proposed Oyang South General Plan Amendment Exhibit A to **Attachment 3**);
- 4) Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang South Specific Plan Amendment Exhibit A to **Attachment 4**;
- 5) Adopt the attached Resolution No. _____, approving Tentative Subdivision Map #5092 in accordance with the Conditions of Approval (**Attachment 5**); and
- 6) Introduce and waive the first reading of Ordinance No. _____, approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang South project area located within the Spring Lake Specific Plan Area (**Attachment 6**).

Staff Contact

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

Fiscal Impact

All application processing costs have been paid for by the applicant. The proposed Tentative Subdivision Map includes 250 single family lots. The Spring Lake Infrastructure Fee (SLIF) equivalent is \$42,916 per single family unit, for a total of \$10,729,000. In addition to paying SLIF, this project will also pay the citywide Development Impact Fees, which are currently \$22,811 per single-family unit, for a total of \$5,702,750.

Background and Project Summary

The entire SLSP area was rezoned under Ordinance No. 1346, adopted on July 2, 2002. 4.8 acres of the subject property was pre-zoned R-25/Multi-Family Residential, and the remaining 71.5 acres of the property was pre-zoned R-3/Single Family Residential.

In June 2015, the project applicant, Bayless & Hicks, a residential real estate entitlement company based in Roseville, submitted applications requesting land use modifications within two Spring Lake residential development areas, “Oyang North” and “Oyang South.” Oyang South is the subject of this staff report; however, it is being processed concurrently with Oyang North. The two project areas are not contiguous. The two properties are owned by different corporate entities, but each entity is controlled by the same people. Due to the common ownership, staff considered proposed land use changes within one area in relation to proposed changes in the other; seeking to achieve a balanced end result that continues to carry forward the goals and objectives of the Spring Lake Specific Plan.

The existing Oyang South site, located at the southeast corner of Marston Drive and Harry Lorenzo Avenue, is currently zoned for very low density residential (R-3) and high density residential (R-25). The Oyang North project site, located at the southeast intersection of Highway 113 and East Gibson Road is currently zoned for low density residential (R-5) and medium density residential (R-15). The proposed land use modifications would relocate the higher density R-25 site from Oyang South to Oyang North to take advantage of the northern site’s proximity to Gibson Road and Highway 113. Gibson Road is served by major bus transit routes that provide alternative transportation within Woodland, as well as to Sacramento, Davis (and UC Davis) and the Sacramento International Airport. Further, the site is closer to amenities such as the Bel Air Grocery Store and other neighborhood serving retail shops.

The low density residential neighborhood pattern is otherwise maintained within both Oyang North and South, with slight modifications that allow for a greater diversity of housing choices within these neighborhoods. Working with city staff, the applicant has agreed to numerous enhancements within both project areas to preserve the traditional neighborhood feel and create a desirable community. Added pedestrian paseos provide bicycle and pedestrian connections to collector roads and “short-cuts” to future and existing Spring Lake park sites and greenbelts.

In addition to meeting the Spring Lake energy efficiency requirements, the applicant has agreed that each home shall be photovoltaic ready and: 1) shall be pre-wired; 2) will have adequate roof strength to support solar panels; 3) provide that roofs shall have minimal penetrations in order to accommodate solar panels; 4) shall have a 200 amp main electrical panel; and 5) provide space adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade at the time of initial purchase. Additionally, each garage shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station or as required by the most current California Green Building Standards.

Affordable Housing

The project applicant is proposing to dedicate the 4.6 acre, R-25 site relocated within Oyang North to an affordable housing developer who meets City-specified criteria for the construction of an affordable rental housing project in fulfillment of the project’s affordable housing obligation. The affordable housing project would include a minimum of 112 units with affordability levels of at least twenty (20) percent very-low income units. The balance of the units shall be at affordability levels acceptable to the CITY including low and moderate income restricted units.

The proposed land dedication is described in further detail below; however, the site would be dedicated in a “shovel-ready” condition allowing expediency in future processing of a project and for a more financially feasible project. Further, a shovel ready site, as well as close proximity to major transit routes and other

amenities such as a grocery store, would result in a more competitive site for the purposes of obtaining grant funding and/or tax credits for a future project.

The current Oyang South project proposal is for 250 single family units resulting in a requirement for 25 low-income, affordable single family units. In lieu of constructing the affordable housing units, the applicant will pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for sale affordability requirement. The fee shall be in the amount of Fifty-seven Thousand Eight Hundred Dollars (\$57,800) per required single-family affordable unit totaling One Million Four Hundred Forty-five Thousand Dollars (\$1,445,000) for the project.

Credits to the total affordable housing in lieu fee for the Project may be assigned from the Oyang North Project. This credit amount is estimated at Two Hundred Six Thousand, Four Hundred Dollars (\$206,400). Actual credit amount will be determined by the City at the time of recordation of first final map for the Project.

The current Oyang North, R-15 designation would be eliminated; however, 8.4 acres of R-8 single family zoning would be incorporated into the single family portion of the site (in addition to the current R-5 zoning). Based on sales prices in similar R-5 and R-8 classifications, which include the new DR Horton Arabella homes, Taylor Morrison's Parkview community, and Lennar's Brookstone subdivision, the higher density single family sites are generally affordable to moderate income buyers with home prices starting in the high \$300,000's and low \$400,000's.

Project Site Description

The Oyang South project site encompasses approximately 77.3 acres of vacant land within the Spring Lake Specific Plan (SLSP) area. The property is located on the southeast corner of Marston Drive and Harry Lorenzo Avenue. The property is bound by Marston Drive to the north, Road 25A to the south, Harry Lorenzo Avenue to the west, and the Heritage Remainder Area Phase I (Meritage Homes/Mayfair development) residential neighborhood to the east. Currently, 4.5 acres of the project site is zoned Multi-Family Residential/R-25. The remaining 71.5 acres is zoned Single Family Residential/R-3.

Project Proposal

The Oyang South application proposes: 1) a General Plan Amendment and a Spring Lake Specific Plan Amendment to allow for the rezoning of the 4.5 acre, R-25/Multi-family (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential); 2) a Tentative Subdivision Map (TSM #5092); and 3) a Development Agreement between the developer (Vacaville Land Investors, LLC, which has agreed to assume the purchase obligations from the applicant, Bayless & Hicks) and the City of Woodland for the development of the project site.

General Plan Amendment

The General Plan Amendment includes:

1. Re-designation of the 4.5 acre, R-25/Multifamily (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

Specific Plan Amendment

The Specific Plan Amendment includes:

1. Rezone of the 4.5 acre, R-25/Multifamily (25 du/acre) site and the remaining 64.4 acre, R-3/Single

Family (3 du/acre) site to 28.3 acres of R-3/Single Family (3 du/acre) and 49 acres of R-4/Single Family (4 du/acre).

Tentative Subdivision Map

The Tentative Subdivision Map #5092 will provide 250 single family residential lots, as follows:

1. 28.3 acres of R-3, Single Family - 82 single family lots
2. 49 acres of R-4, Single Family - 168 single family lots

The developer will construct all internal local streets and utilities and any project components including open space access paths and privacy walls. Project access will be primarily from Marston Drive.

Development Agreement

Resolution No. 3542, adopted on May 15, 1990, establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The Spring Lake Specific Plan (SLSP) requires that each developer enter into a Development Agreement with the City. Development Agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The proposed project includes a Development Agreement to be approved by the City Council between the project developer (Vacaville Land Investors, LLC) and the City of Woodland. (See **Attachment 6.**)

Public Notification

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

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

Copies of the factual staff report for the proposed project have been on file at City Hall since November 10, 2016.

Applicable Laws, Codes & Ordinances

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

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan (including the Housing Element)
- The City of Woodland Zoning and Subdivision Ordinances
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan
- SLSP Financing Plan
- SLSP Design Standard

Previous Actions Taken (to amend the SLSP)

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

1. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff identified errata;
2. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
3. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring Lake Planning Group LLC;
4. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific Plan land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project;
5. November 16, 2010 (Resolution No. 5147) to amend the Spring Lake Specific Plan to remove reference to the Gibson Road Bike/Pedestrian overcrossing and the Class 1 bike path south of Gibson Road between Pioneer High School and Woodland Community College;
6. December 14, 2010 (Resolution No. 5160) to amend the Spring Lake Specific Plan land use designations to relocate the neighborhood commercial and park site on the Cal West property, eliminate a school site and R-5 single-family acreage and increase the R-8 and R-15 acreage;
7. March 5, 2013 (Resolution No. 6155) to amend the Spring Lake Specific Plan land use designations to rezone a 10-acre school site and a 6.22-acre R-20 Multi-family site to 16.22 acres of R-8 single family;
8. June 17, 2014 (Resolution No. 6257) to amend the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit);
9. February 3, 2015, (Resolution No. 6383) to amend the Spring Lake Specific Plan land use designations, to rezone an R-15 site to R-8 and rezone a 2 acre neighborhood commercial site to R-8.
10. May 5, 2015, (Resolution No. 6422) to amend the Spring Lake Specific Plan land use designations to rezone portions of the Spring Lake Central Project Area and to reconfigure the subdivision and development proposal.
11. December 15, 2015, (Resolution No. 6540) to amend the Spring Lake Specific Plan land use designations, to rezone a Neighborhood Commercial site to Park in the Heritage Remainder Area.

Environmental Assessment Status

On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearinghouse Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted several CEQA Addenda to the Turn of the Century EIR. Addenda prepared included:

- Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP;
- Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata;
- Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;
- Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
- Addendum #5 (Resolution No. 4583 adopted October 19, 2004) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;

- Addendum #6 (Resolution No. 4806 adopted February 27, 2007), for the purposes of amending the Plan based on a request by Reynen and Bardis;
- Addendum #7 (Resolution No. 5146 adopted November 16, 2010) for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path;
- Addendum #8 (Resolution No. 5159 adopted December 14, 2010) for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site;
- Addendum #9 (Resolution No. 6117 adopted March 5, 2013) for the purposes of amending the Plan based on a request by the ALC IV Woodland Spring Lake, LLC to modify land use designations on 16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation;
- Addendum #10 (Resolution No. 6255 adopted June 17, 2014) for the purposes of amending the Plan based on a request by the Turn of The Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit);
- Addendum #11 (Resolution No. 6381 adopted February 3, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to rezone portions of the Cal West project site;
- Addendum #12 (Resolution No. 6420 adopted May 5, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership to rezone portions of the Spring Lake Central project site; and
- Addendum #13 (Resolution No. 6538 adopted October 6, 2015) for the purposes of amending the General Plan, Spring Lake Specific Plan and Development Agreement to rezone approximately 2 acres of the ±114 acre Heritage Remainder Area (TSM #4784) from Neighborhood Commercial (NC) to Park/Open Space, consistent with the adjacent 8 acre Park/Open Space zoning.

Proposed Addendum

Section 15182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. The proposed project revisions would result in a similar number of residential units as contemplated in the original EIR and would result in environmental impacts similar to those identified in the previous EIR. Infrastructure improvements beyond those previously anticipated in the EIR would not be required. In addition, the daily trip generation would not be significantly different than that anticipated in the SLSP, Turn of the Century EIR, as described in the CEQA EIR Addendum (**Attachment 2**).

Review Agency Comments

The application was circulated for review by agencies of jurisdiction. The comments from Development Engineering, Housing, Building, Fire, and Police, have been incorporated as Conditions of Approval.

Staff Analysis

Staff supports this project, subject to the recommended provisions in the Development Agreement and conditions of approval, and provides the following analysis:

General Plan Consistency

The proposed General Plan Amendment increases the amount of acreage in the low density land use category and decreases the amount of acreage in the High density land use category by re-designating the 4.5 acre, R-25/Multi-family (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

The proposed modification provides for a slight density mix within the Oyang South project area; however, maintains the original intent of providing larger “estate” style residential lots along the southern boundary of the Spring Lake community.

The Spring Lake Specific Plan has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP, such as here.

Spring Lake Specific Plan Consistency

Spring Lake Land Use Element and Housing Balance

Plan Density

The Spring Lake Specific Plan has a goal of an overall Plan net density of 4.8 units per acre for single family and a Plan wide net density of 6.1 units per acre. The proposed overall net density for this subdivision is 3.2 units per acre. The density numbers for this project are somewhat lower than proposed Plan wide, but the overall Plan density remains within a consistent range. Staff will continue to monitor the Plan wide density balance with each proposed amendment. Adding this project’s proposed change (including proposed changes to Oyang North), the overall Plan density would be approximately 6.08 units/acre.

Housing Balance

Further, the project itself is comprised of only single family lots, but results in a Plan wide ratio of 75% single family to 25% multi-family (including proposed changes to Oyang North). This is not a substantial deviation from the Plan goal of 71% single-family units and 29% multi-family units.

Use Configuration

Staff supports the relocation of the R-25, higher density multi-family development site from Oyang South to Oyang North, closer to neighborhood amenities including the Bel Air grocery store and other neighborhood serving retail just northeast of the site on Gibson Road. The site is also closer to major Yolo Bus routes/stops along Gibson Road for residents that may not have access to a vehicle.

Spring Lake Plan Consistency

In order to assess project consistency with the SLSP development requirements, staff performed a detailed analysis comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed

modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

Spring Lake Housing Element

Affordable Housing

The project is subject to the Spring Lake Affordable Housing Plan, which requires that ten percent (10%) of single family units be affordable to low-income households.

The current project proposal is for 250 single family units resulting in a requirement for 25 low-income, affordable single family units. In lieu of constructing the affordable housing units, the applicant shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for sale affordability requirement. The fee shall be in the amount of Fifty-seven Thousand Eight Hundred Dollars (\$57,800) per required single-family affordable unit totaling One Million Four Hundred Forty-five Thousand Dollars (\$1,445,000) for the project.

Credits to the total affordable housing in lieu fee for the Project may be assigned from the Oyang North Project pursuant to the Development Agreement for the Oyang North Project. This credit amount is estimated at Two Hundred Six Thousand, Four Hundred Dollars (\$206,400). Actual credit amount will be determined by the City at the time of recordation of first final map for the Project.

The Spring Lake Offsite Affordable Housing fee shall be One Thousand One Hundred Dollars (\$1,100) per market rate single family lot as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of each final map.

Staff met with Alyssa Meyer of Legal Services of Northern California to review the affordable housing proposal for the project. She found the proposal to be acceptable as it would provide substantial in-lieu fees as well as a much needed land dedication site that is of suitable size, location, and condition to position it to compete well for tax credit financing.

Spring Lake Financing (SLIF)

In order to maintain the fiscal and financial feasibility of the SLSP, it is the City's goal in implementing the SLSP that the number of constructed units be as close as possible to the number of planned units. The initial constructed density requirement was set for the SLSP at 95 percent (95%) of the planned densities. However, a December 2008 amendment to the Spring Lake Infrastructure Fee (SLIF) plan increased the constructed density requirement to 100 percent (100%) of the planned density in order to reduce the overall SLIF fee; in assuming a greater density, the fees are spread over a larger number of assumed units. This change was made at the request of the development community and has been built into assumptions in the Spring Lake Capital Improvement Plan (CIP).

The total amount of SLIF revenue collected after the proposed Oyang North and Oyang South rezones is generally consistent with anticipated pre-zoning revenue and no additional fee "make-up" is required. However, if the total number of single family residential units drops below 250, a supplemental SLIF fee for

Oyang South shall be due and payable prior to final map approval.

Tentative Map Review

The proposed lot layout (**Attachment 8**) is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side in a few cases.

The subject property is comprised of one (1) parcel totaling 77.3 gross acres. The proposed 250, R-3 and R-4 lots range in size from 7,150 to 15,167 square feet with an average lot size of 8,284 square feet. The R-4 lot depths range from 100 to 158 feet with an average lot depth of 113 feet and the R-3 lot depths range from 107 to 161 feet with an average lot depth of 114 feet.

The R-4 lots have lot widths ranging from 60 to 113 feet with an average lot width of 69 feet. The R-3 lots have lot widths ranging from 70 to 101 feet with an average lot width of 77 feet. This is consistent with the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 55-foot minimum and 65-foot average for R-4 and a minimum lot width of 70 feet for R-3. Lot widths are measured at a point midway between the front and rear property lines.

Lot Width - Development Regulation 2.35.5 states that lot widths along a block shall be varied. The tentative map meets this requirement as not more than three lots of the same width are located in a row, and the lot widths vary by at least three feet.

Block length - Development Regulation 2.34 and Table 2.4 list the block length in the R-4 zone as 400 to 600 feet desirable with a maximum of 910 feet and in the R-3 zone as 400 to 600 feet desirable with a maximum of 980 feet. The goal is to not exceed 10 homes on one side of the block. All of the proposed blocks within the subdivision map comply with this requirement, with the exception of the block along Street "G," just north of Road 25A. However, the block is broken up in the middle by a 25-foot pedestrian path/paseo. Therefore, staff finds that the proposed tentative map is in substantial conformance with the block length requirements.

Back-on Lots - Development Regulation 2.35.2 provides that *Residential lots shall avoid, to the greatest feasible extent, backing on to greenbelts*. None of the homes back on to the open space/greenbelts along the west and east sides of the property.

Cul-de-Sac Calculation - Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. There are nine proposed cul-de-sacs within the subdivision with 27 lots fronting directly on the cul-de-sac; equivalent to eleven percent (11%) of the total number of lots in the subdivision.

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides eleven (11) pedestrian/bike paseos connecting the interior of the subdivision to Marston Drive, Road 25A and to the future greenbelt extension of Harry Lorenzo Avenue along the western property edge.

Entry Sign - Per the Spring Lake Design Standards 1.6.2, the applicant shall establish a level two entry feature at the intersection of 25A and Parkland. In addition, neighborhood entry signs shall be provided on the south side of Marston Avenue at the intersection of Parkland, and/or on the east and west sides of Parkland Avenue at the intersection of Parkland and Street "A."

Energy Efficiency - The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25, which requires five percent (5%) of all units to have roof photovoltaic energy systems or other alternative energy systems. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP).

Each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) have roofs with minimal penetrations in order to accommodate solar panels; 4) have a 200 amp main electrical panel; and 5) provide space adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.

Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.

Water Conservation Ordinance - The project shall comply with the City's Water Conservation Ordinance, and any applicable state water conservation requirements.

Fencing

Residential Fencing: All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

Privacy Wall. The required privacy walls along east and west sides of Parkland Avenue, the south side of Marston Avenue and along the east side of Harry Lorenzo Avenue, shall be designed and constructed to be consistent with existing adjacent fencing to the north (masonry with "cementitious wood material"). The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Landscaping and construction of the public improvements shall occur concurrently with adjacent development. Public improvements shall include the construction of the entire length of the privacy wall from the western boundary of Lot "H" to Marston Avenue.

Sound Wall. A masonry soundwall shall be constructed along County Road 25A from the western boundary of Open Space Lot "M" to Harry Lorenzo Avenue to the west. The wall shall match the soundwall constructed along CR25A east of the project site. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. The masonry wall shall wrap around and extend the length of the sideyards of the westerly and easterly most lots to the satisfaction of the Community Development Department. Landscaping and construction of the public improvements shall occur concurrently with adjacent development.

The proposed project as conditioned is consistent with the City's Spring Lake Specific Plan.

Mitigation Monitoring Plan (MMP)

The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

Consistency with Other Land Use Plans

The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

Zoning Ordinance Consistency

Lot Coverage - The maximum lot coverage is 50 percent. Future site development shall be consistent with this standard and specific floor plans and site design shall be reviewed for consistency.

Off Street Parking - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces.

The proposed project as conditioned is consistent with the City's Zoning Ordinance.

Subdivision Ordinance Consistency

The proposed circulation pattern consists of collector street, Harry Lorenzo Avenue. Local streets include Farm Road and various yet-to-be named local streets.

Local builder requirements, Section 21-15-1 of the City's Subdivision Ordinance, as well as Development Regulation 2.27 in the Spring Lake Plan, provide for the sale of lots to local building contractors. The intent of this regulation was to provide the opportunity for the local building community to participate in development in the City. The larger builders were perceived as having the advantage of being able to pick up large numbers of lots. The regulation provides for a process to allow the lots to be offered for a limited time (45-days) to local builders and have to be offered at a fair market price.

The project as conditioned is consistent with the City's Subdivision Ordinance.

Infrastructure Master Plans

The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

Spring Lake Specific Plan Design Standards

The SLSP Design Standards adopted on May 20, 2003, identify minimum design requirements for development within the Spring Lake area including architectural requirements for the homes, and landscaping requirements for public improvements. A condition has been added that requires future development, within the project to complete Design Review as required by the Spring Lake Design Standards.

Planning Commission Action

At its October 27, 2016 meeting, the Woodland Planning Commission voted unanimously (4-0) to recommend City Council approval of the project as outlined below.

During the Planning Commission Public Hearing, three neighboring property owners (to the north) expressed concern about current traffic volume and speeds along Marston Road and the potential for the proposed Oyang South project to further exacerbate those concerns.

Based on prior neighborhood complaints, the project had already been conditioned to provide a traffic calming plan for the entire length of Banks Drive, the entire subdivision and off site components on Sanders Street (offsite) and Simpson Street (offsite). However, in response to concerns expressed at the hearing, staff amended Condition of Approval #75 pertaining to traffic calming to include Marston Drive as a third offsite location to review and consider and included a requirement that the project applicant/owner notice and hold a meeting for public input on the traffic plan prior to the project first final map.

Subsequent to the Planning Commission meeting, staff and the applicant held an informal meeting with residents of the subdivision to the north, including primarily residents along Marston Drive, to provide additional background and information regarding the proposed Oyang South project, the proposed roadway and circulation plans, and to listen and respond to current traffic concerns. Residents voiced concerns about traffic speeds and volumes on their streets adjacent to the project, particularly in anticipation of the new elementary school opening, as well as interruption to greenbelt path on the south side of Marston Drive. After presenting the basis for the proposed street connections and the extent of greenbelt network improvements that will be completed by the project the residents expressed better understanding of the project proposal and appreciation for the opportunity to talk through the issues. Staff and the applicant will conduct a subsequent meeting with the adjacent residents, likely in the spring time, to discuss specific traffic calming measures in the neighborhood to help mitigate traffic speeds and discourage “cut-through” traffic on their streets.

Conclusion

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

- 1) Conduct a public hearing;
- 2) Adopt the attached Resolution No._____, approving the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act (**Attachment 1 & 2**);
- 3) Adopt the attached Resolution No._____, amending the City General Plan land use designations in accordance with the proposed Oyang South General Plan Amendment Exhibit A to **Attachment 3**;
- 4) Adopt the attached Resolution No._____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang South Specific Plan Amendment Exhibit A to **Attachment 4**;
- 5) Adopt the attached Resolution No._____, approving Tentative Subdivision Map #5092 in accordance with the Conditions of Approval (**Attachment 5**); and
- 6) Introduce and waive the first reading of Ordinance No.____, approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop

the Oyang South project area located within the Spring Lake Specific Plan Area (**Attachment 6**).

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Assistant City Manager/Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

1. City Council Resolution - CEQA EIR Addendum
2. CEQA EIR Addendum for Oyang South
3. City Council Resolution - General Plan Amendment
4. City Council Resolution - Specific Plan Amendment
5. City Council Resolution - Tentative Subdivision Map #5092
6. City Council Ordinance - Project Development Agreement and Conditions of Approval
7. General Application Form and Project Justification Letter
8. Full Plan Set - Tentative Subdivision Map #5092

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND ADOPTING CEQA EIR ADDENDUM #15 TO THE
TURN OF THE CENTURY EIR**

WHEREAS, on August 12, 2000, the City Council adopted Resolution No. 4215 Certifying the Environmental Impact Report (EIR)(SCH#99022069) for the Spring Lake Specific Plan (SLSP); and

WHEREAS, on December 18, 2001, the City Council adopted Resolution No. 4330 adopting EIR Addendum #1 to the Certified EIR and approving the Spring Lake Specific Plan; and

WHEREAS, on November 19, 2002, the City Council adopted Resolution No. 4399 adopting EIR Addendum #2 to the Certified EIR and approving Amendment #1 to the Spring Lake Specific Plan; and

WHEREAS, on December 17, 2002, the City Council adopted Resolution No. 4406 adopting EIR Addendum #3 to the Certified EIR and approving Amendment #2 to the Spring Lake Specific Plan; and

WHEREAS, on April 15, 2003, the City Council adopted EIR Addendum #4 for the proposed Williamson Act Rescission Agreement for the Russell Property; and

WHEREAS, on August 19, 2003, the City Council adopted Resolution No. 4467 adopting the Final Supplemental EIR to the Certified EIR and approving the Spring Lake Specific Plan Off-Site Infrastructure Facilities; and

WHEREAS, on May 4, 2004, the City Council adopted Resolution No. 4537 adopting EIR Addendum #1 to the Supplement to the Turn of the Century Specific Plan EIR to address offsite infrastructure facilities; and

WHEREAS, on October 19, 2004, the City Council held a noticed public hearing to consider EIR Addendum #5 and Spring Lake Specific Plan Amendment #3; and

WHEREAS, on February 27, 2007, the City Council held a noticed public hearing to consider EIR Addendum #6 and Spring Lake Specific Plan Amendment #4, for the purposes of amending the plan based on a request by Reynen and Bardis for the Spring Lake Central project; and

WHEREAS, on November 16, 2010, the City Council held a noticed public hearing to consider EIR Addendum #7 and Spring Lake Specific Plan Amendment # 5 for the purposes of amending the plan based on a request by Gibson Ogden Investors, LLC to remove a bike overcrossing on Gibson Road and a bike path east of the High School; and

WHEREAS, on December 14, 2010, the City Council held a noticed public hearing to consider EIR Addendum #8 and Spring Lake Specific Plan Amendment #6 for the purposes of amending the plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site; and

WHEREAS, on March 5, 2013, the City Council held a noticed public hearing to consider EIR Addendum #9 and Spring Lake Specific Plan Amendment #7 for the purposes of amending the plan based on a request by ALC IV Woodland Spring Lake, LLC to modify land use designations and rezone a school site; and

WHEREAS, on June 17, 2014, the City Council held a noticed public hearing to consider EIR Addendum #10 and Spring Lake Specific Plan Amendment #8 for the purposes of amending the Plan based on a request by the Turn of the Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit); and

WHEREAS, on February 3, 2015, the City Council held a noticed public hearing to consider EIR Addendum #11 for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC, and Optimistic Partners, LLC to rezone portions of the Cal West project site; and

WHEREAS, on May 5, 2015, the City Council held a noticed public hearing to consider EIR Addendum #12 for the purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership to rezone portions of the Spring Lake Central project site; and

WHEREAS, on September 1, 2015, the City Council held a noticed public hearing to consider the proposed EIR Addendum #13 for the purposes of amending the Spring Lake Specific Plan based on a request by Turn of the Century, LLC, to rezone portions of the Heritage Remainder Area Project Site; and

WHEREAS, on November 15, 2016, the City Council held a noticed public hearing to consider the proposed EIR Addendum #15 for the purposes of amending the Spring Lake Specific Plan based on a request by Vacaville Land Investors, LLC, to rezone portions of the Oyang South Project Site.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Woodland hereby takes the following actions:

1. Affirms that EIR Addendum #15 is hereby included (Exhibit “1”) in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #15 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.

3. Affirms the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and Resolution 4330 (December 19, 2001).

4. Adopts EIR Addendum #15 dated October 2016, as attached.

PASSED AND ADOPTED by the City Council on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit "1" - CEQA EIR Addendum

EXHIBIT 1
[Oyang South CEQA EIR Addendum]

CEQA ADDENDUM

TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

CERTIFIED AUGUST 15, 2000
(SCH# 1999022069)

FOR THE OYANG SOUTH PROJECT

PREPARED FOR
THE CITY OF WOODLAND



OCTOBER 2016

PREPARED BY



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1	ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE OYANG SOUTH PROJECT
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CEQA Requirements

This document has been prepared as an Addendum to the Turn of the Century Specific Plan Environmental Impact Report (TOCSP EIR) (SCH# 1999022069) in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15164. CEQA Guidelines Section 15164(a) states “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Pursuant to Section 15164(e) a brief explanation is provided herein documenting the City’s decision that preparation of a subsequent EIR is not required. Furthermore, a detailed discussion of the criteria set forward in Section 15162 is provided within this document to further substantiate the finding that a subsequent EIR is not required.

The CEQA Guidelines Sections 15164(c) and (d) state that an addendum need not be circulated for public review, but can be included or attached to the Final EIR or adopted negative declaration and the decision-making body shall consider the addendum with the Final EIR or adopted negative declaration prior to making a decision on the project.

Section 15164 was created in response to Public Resources Code Section 21166, which provides that subsequent or supplemental EIR shall not be required unless “substantial changes” in the project or the circumstances under which the project is being undertaken will necessitate, “major revisions” of the EIR, or “new information” which was not known and could have not been known at the time the EIR was certified, becomes available.

The requirements of the CEQA Guidelines are described in more detail in the matrix below.

This addendum demonstrates that the circumstances, impacts, and mitigation measures identified in the TOCSP EIR remain substantively unchanged by the project described herein, and supports the finding that the proposed modification does not raise any new environmental issues and does not cause the level of impacts identified in the previous EIR to be exceeded.

Background

The City of Woodland is seeking to appropriately document the changes that have been proposed for the Spring Lake Specific Plan (SLSP) and General Plan for the Oyang South Project (proposed project) as the proposed project relates to the TOCSP EIR. The SLSP, which was originally titled the Turn of the Century Specific Plan (TOCSP), combines elements of the General Plan and Zoning Ordinance into a single document tailored to the SLSP area and

establishes specific development policies, land use designations, development regulations, and design standards for development of the SLSP area. The TOCSP EIR included the evaluation of buildout of the SLSP, which would consist of 1,097 acres located primarily south of Gibson Road and east of State Route (SR) 113. Buildout of the SLSP as approved would include approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The SLSP sets forth specific goals, policies and objectives for achieving, to the best extent possible, a balance between the market demand for residential growth and the need for corresponding commercial development, and the ability of the City of Woodland to absorb residential and commercial development over a 15-year planning horizon. The SLSP has been amended multiple times to accommodate specific changes in proposed developments. Examples of such amendments include changes to land use designations, reducing the number of school sites required for the SLSP area, and altering the stormwater and drainage plans for the area.

Project Description

The project site is located east of Harry Lorenzo Avenue, south of Marston Road and northeast of County Road 25A. The project site is currently designated as R-3 Single Family Residential and R-25 Multi-Family Residential in the SLSP. The proposed project includes a General Plan Amendment and a Specific Plan Amendment to redesignate 41.5 acres of the site to R-4 Single Family Residential, while retaining 25.7 acres of the site as R-3 Single Family Residential. Included in the proposed project is a tentative map that would subdivide the 77.3-acre site into 250 single-family residential lots.

As shown in Table 1, the SLSP buildout for the project site originally included 64.4 acres for 193 single-family residential units designated R-3, as well as 4.5 acres for 112 multi-family residential units designated R-25. The existing R-3 and R-25 SLSP designations allow a maximum buildout of 305 residential units for the project site, which is 55 units more than the 250 units included in the proposed project.

Table 1 Oyang South Specific Plan Designation Comparison					
Existing			Proposed		
Designation	Area (Acres)	# of Units	Designation	Area (Acres)	# of Units
R-3	64.4	193	R-3	25.7	82
R-25	4.5	112	R-4	41.5	168
RW	8.4	N/A	RW	10.1	N/A
Total	77.3	305	Total	77.3	250
<i>Source: Oyang South Site Plans</i> <i>City of Woodland. Spring Lake Specific Plan. Adopted December 18, 2001.</i>					

The tentative subdivision map and re-designation would divide the 77.3-acre site into three villages for the subsequent construction of 250 units. Village One would include 83 units with a housing density of 4.10 dwelling units per acre (du/ac), Village Two would include 85 units with

a housing density of 4.15 du/ac, and Village 3 would include 82 units with a density of 3.43 du/ac.

It should be noted that although the proposed project includes re-designation of a portion of the project site, the proposed project would not include new types of land uses, such as commercial or industrial uses, which could result in more severe impacts than the various residential densities anticipated in the SLSP or analyzed in the TOCSP EIR. Therefore, although the project would slightly change the density of housing anticipated for the project site, the type of land uses would still be in keeping with the land uses anticipated by the SLSP.

A concurrent application for the nearby Oyang North Project includes 224 proposed residential units. The Oyang North Project includes a request for a General Plan Amendment and Specific Plan Amendment to modify the SLSP designations of the Oyang North site from R-5 Single-Family Residential and R-15 Multi-Family Residential to R-4 Single-Family Residential, R-8 Single Family Residential, and R-25 Multi-Family Residential. As a result, the R-25 Multi-Family Residential designation that currently exists on the Oyang South Project site would effectively be moved to the Oyang North project site. The requests for redesignation and site subdivision would result in 224 units being constructed at the Oyang North Project site and 250 units being built at the Oyang South Project Site for a total of 474 residential units. In contrast, the SLSP currently anticipates build out of both projects sites to include a combined total of 522 units. Therefore, while both the Oyang North Project and Oyang South Project include requests for re-designations, the requests would essentially balance between the projects, with a change in total residential units from 522 to 474, resulting in a net reduction of 48 units between both project sites. The net reduction in residential units would not be expected to lead to a significant increase in any environmental impacts, and in fact, may slightly reduce some anticipated environmental impacts. Applications for both projects have been submitted and the applications are being processed concurrently.

Since the adoption of the SLSP and approval of the TOCSP EIR multiple amendments and addendums have been approved by the City of Woodland. Some of the changes to the SLSP and the TOCSP EIR made by previous projects in the SLSP area pertained to the drainage infrastructure originally planned for the SLSP area. In particular, the use of a 22-acre detention basin, which was originally included in the SLSP and analyzed by the TOCSP EIR, was eliminated by previous projects. However, the drainage plan for the proposed project includes a drainage ditch and detention basin that are similar to what was originally anticipated for the project area by the SLSP and the TOCSP EIR. Although the proposed project would include drainage infrastructure similar to what was originally anticipated for the project area, the proposed project would include a change to the planned location of the detention basin. Whereas the SLSP sited the detention basin on the southeast corner of SLSP area, adjacent to County Road 102, the proposed project would involve the construction of a detention basin west of the originally planned location; thus, siting the detention basin closer to the southern edge of the project site. The detention basin included in the proposed project would be one to two acres, but could be expanded to an ultimate size of approximately 22-acres (consistent with what was originally anticipated for the area by the SLSP and TOCSP EIR) as development of the SLSP area continues.

The proposed project includes a Tree Plan and Preliminary Tree Removal & Fencing Exhibit, which includes the location, size, species, and condition of all existing trees, while also disclosing that all existing on-site trees would be removed. Because the proposed project would include removal of all nine existing trees, the proposed project includes a request for approval of a Tree Plan in accordance with Chapter 20A of the City of Woodland's Municipal Code.

In addition, the proposed project includes the request for approval of a Development Agreement for the proposed residential development. The agreement would be between the City and the Developer, Vacaville Investors, LLC, which has agreed to assume the purchase obligations from the applicant, Bayless & Hicks.

The proposed project requires consideration for approval of the following discretionary actions by the City:

- General Plan Amendment;
- Spring Lake Specific Plan Amendment;
- Tentative Subdivision Map;
- Approval of a Development Agreement; and
- Tree Plan.

Determination

According to the SLSP, and the TOCSP EIR, implementation of the SLSP is anticipated to result in significant impacts in the areas of land use, agricultural resources, hydrology, biological resources, traffic and circulation, air quality, noise, visual resources, cultural resources, affordable housing, public health, public services, and community services. The EIR has concluded that SLSP impacts can likely be fully mitigated except in the following areas:

- Loss of farmland;
- Cumulative loss of farmland;
- Impacts to groundwater;
- Loss of Swainson's Hawk foraging habitat;
- Cumulative impacts to wildlife habitat;
- Project air quality emissions;
- Increased ambient noise;
- Cumulative traffic noise;
- Project nuisance impact from black gnats; and;
- Cumulative nuisance impacts from black gnats.

In order to assess whether additional CEQA review is required for the proposed project, an analysis of CEQA Guidelines Section 15162 has been prepared. The matrix below provides verbatim wording from the CEQA Guidelines Section 15162 and a corresponding analysis of the applicability of each section to the proposed project.

In review of the proposed project, staff has concluded that the project does not represent a substantive change in the approval of the SLSP as analyzed under the TOCSP EIR. Similarly, all

impacts and standards of significance described in the TOCSP EIR are applicable to the proposed project. Mitigation measures adopted with the TOCSP EIR would likewise apply. None of the significant environmental impact identified above and in the TOCSP EIR are worsened due to the land use changes which would be part of the proposed project.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:	In conjunction with the approval of requested entitlements, the proposed project includes a request for certification of an Addendum to the TOCSP EIR. The TOCSP EIR evaluated 94 single-family residential units, 123 multi-family units, and a right-of-way on the project site. Although, the project includes re-designation of a portion of the site, the proposed project would not result in any new land uses being developed on the site and would reduce the number of housing units developed on-site from a maximum of 305 to 250 proposed units. Although the concurrent application for the Oyang North Project includes a seven-unit increase from what was analyzed in the TOCSP EIR, the net reduction of 48-units between the Oyang North and Oyang South projects would ensure that the proposed project would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.
(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;	The proposed changes to the SLSP would include redistribution of residential densities within the SLSP area, and relocation of a detention basin. Proposed changes would include redesignation of a portion of the project site, resulting in the elimination of the area designated R-25 from the project site and the re-designation of 41.5 acres as R-4. It should be noted that while the proposed project would not include multi-family housing units, a portion of the Oyang North project site would be redesignated R-25 and would be used for the development of multi-family residential units, thereby preserving the diversity of housing types offered between both the Oyang North and Oyang South projects. Nevertheless, the proposed project would reduce the total number of units developed between both the Oyang North and Oyang South project sites. Because the proposed project would reduce the total number of units and return drainage infrastructure to a similar form as analyzed in the TOCSP EIR, the project would not be expected to increase demand for public services such as sewer service, schools, water supply and parks, from what was approved in the SLSP. However, to ensure that the proposed project does not result in any new or more severe impacts, the proposed project was analyzed for new or potentially more severe impacts related to traffic, hydrology, cultural resources, agricultural resources, noise, air quality, biological resources, and hazards. Such potential impacts are analyzed below.

Comparison of 15162 CEQA Requirements and Project																	
CEQA Requirement (Section 15162)	Relationship to Request																
	Traffic The TOCSP EIR included an analysis of the potential traffic impacts resulting from the SLSP, and the analysis relied on level of service (LOS) standards to assess the significance of potential impacts. LOS allows for studied intersections to be graded on how efficiently traffic moves through the intersection, primarily during the busiest times of day known as the Peak Hours. Because the TOCSP EIR relied on LOS standards, the proposed project would result in an impact if the project degraded the LOS of nearby intersections in a new or significantly more severe way than anticipated in the TOCSP EIR. To investigate the proposed project’s potential traffic impacts, traffic generation rates were calculated for the land uses approved for the project site in the SLSP, and the land uses currently proposed. The estimated traffic generation for the SLSP as approved and the proposed project are presented in Table 2.																
	<table><tr><th colspan="3">Table 2 Traffic Generation Comparison</th></tr><tr><th></th><th>Average Daily Trips</th><th>Total Peak Hour Trips</th></tr><tr><td>SLSP Approved</td><td>2,582</td><td>464</td></tr><tr><td>Proposed</td><td>2,380</td><td>438</td></tr><tr><td>Difference</td><td>-202</td><td>-26</td></tr></table> Source: Institute of Traffic Engineers. Trip Generation Manual, 9th Edition. September 1, 2012		Table 2 Traffic Generation Comparison				Average Daily Trips	Total Peak Hour Trips	SLSP Approved	2,582	464	Proposed	2,380	438	Difference	-202	-26
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	As shown in Table 2, the proposed project would result in 202 fewer average daily trips and 26 fewer peak hour trips. The reduction in trips is a result of the proposed reduction in residential units from what was originally approved for the project site in the SLSP. The reduction in average daily trips and peak hour traffic would ensure that the proposed project’s impact on nearby intersection LOS standards would be less than or equal to impacts anticipated by the TOCSP EIR. As such the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts relating to traffic. It should be noted that while the proposed project includes a reduction in residential density and units, a concurrent application for the Oyang North Project includes higher densities and seven additional units than originally anticipated by the SLSP and analyzed in the TOCSP EIR. However, the reduction of 55 units from the proposed project would ensure that the																

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	potential traffic impacts from both projects, when considered together, would be less than or equal to what was analyzed in the TOCSP EIR. Hydrology The proposed project would involve the construction of new storm drain infrastructure throughout the project area. Stormwater would be collected along local streets and would flow into 18-inch storm drain pipes. The 18-inch piping would then connect to 24-inch or 30-inch piping. After being collected into the larger storm drain pipes the stormwater would be directed to a proposed drainage ditch on the south side of Road 25A. The drainage ditch would then connect to the SLSP stormwater facilities, which were previously analyzed in the TOCSP EIR. The proposed project involves development within the SLSP area with similar residential land uses as originally analyzed in the TOCSP EIR. Therefore, the proposed project would include development of impervious surfaces over a similar area as approved in the SLSP, which would result in amounts of runoff equal to what was anticipated by the TOCSP EIR. SLSP drainage and stormwater facilities for the project area originally included a drainage ditch to the south of the project site, as well the use of a 22-acre detention basin to the southeast of the SLSP area. Since the approval of the TOCSP EIR, subsequent projects have modified both the SLSP and the TOCSP EIR. In particular, previous addendums to the TOCSP EIR included analysis of changes to the stormwater and drainage infrastructures in the SLSP area, which were proposed by other projects within the SLSP area. The proposed changes would have eliminated the use of the planned drainage ditch to the south of the project site and the planned 22-acre detention basin, both of which were originally analyzed in the TPCS EIR. Analysis of such changes concluded that the elimination of the planned detention basin and drainage ditch would not result in new or more significant impacts than what was anticipated by the TOCSP EIR. However, the currently proposed project would involve development of drainage features similar to what was originally anticipated for the area. Such features would include a drainage ditch, which would parallel the future alignment of Road 25A on the southern portion of the site, and a detention basin. The original 22-acre detention basin included in the SLSP was

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	located at the southwest corner of the SLSP area. The proposed project includes a similar detention basin; however, the proposed project would shift the location of the detention basin from the SLSP anticipated location adjacent to Road 102, and would instead move the detention basin west, which would be closer to the proposed project site. Additionally, the detention basin included in the proposed project would initially be constructed to an approximate size of one to two acres, but could then be expanded to the maximum acreage anticipated by the TOCSP EIR, 22-acres, as development of the SLSP area proceeds. Because potential impacts from build-out of the SLSP area were analyzed in the TOCSP EIR, and the proposed project would return the stormwater and drainage infrastructure to what was originally anticipated for the area by the SLSP area, the proposed project would not be expected create new or significantly more severe environmental impacts related to hydrology and drainage. Cultural Resources The TOCSP EIR analyzed potential impacts to cultural resources that could result from implementation of the SLSP. Although significant historic and prehistoric cultural resources were not known to exist within the SLSP area, the TOCSP EIR concluded that ground disturbance associated with development could impact previously unknown cultural resources. However, Mitigation Measures 4.10-2 and 4.10-1 from the TOCSP EIR were deemed sufficient to reduce any potential impacts to unknown cultural resources to less than significant levels. The area that would be used for residential development as part of the proposed project was originally anticipated for similar residential development by the TOCSP EIR. Although the proposed project would involve the alteration of residential densities originally proposed in the SLSP, the area of disturbance of the residential development would not change. Thus, because the area currently proposed for residential development as part of the proposed project was originally planned for such development by the SLSP, and analyzed in the TOCSP EIR, the ground disturbance related to the residential portion of the project would not result in any new or significantly more severe environmental impacts to cultural resources than previously anticipated by the TOCSP EIR.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	While previous projects in the SLSP area eliminated the use of a 22-acre detention basin, which was originally included in the SLSP, the proposed project includes the construction of the first one to two-acres of such a basin. Section 4.10-3 of the TOCSP EIR analyzed the potential impacts on undiscovered archeological and/or historic resources that development of off-site infrastructure could have. The TOCSP EIR included analysis of construction of a 22-acre detention basin, which was anticipated to be located adjacent to the southeast corner of the SLSP area. However, because finalized plans for the detention basin did not exist at the time of analysis, the TOCSP EIR concluded that the detention basin and other off-site infrastructure would have the potential to damage or destroy undiscovered archaeological and/or historical resources. As such, the TOCSP EIR imposed Mitigation Measure 4.10-3, which requires that a Phase I archaeological survey be conducted for all off-site infrastructure projects, and if cultural resources are uncovered during project construction, Mitigation Measure 4.10-1 (a) and (b) would applicable to the proposed project. The TOCSP EIR concluded that implementation of Mitigation Measure 4.10-3 would reduce potential impacts related to off-site infrastructure to a less than significant level. Although the proposed project would relocate the detention basin originally proposed in the SLSP, the final location of the detention basin has not yet been determined. Nevertheless, Mitigation Measure 4.10-3 would continue to apply to the detention basin because the location and final design of the 22-acre detention basin originally analyzed by the TOCSP EIR were similarly undetermined at the time of the TOCSP EIR's environmental analysis. Consequently, Mitigation Measure 4.10-3 was designed to reduce potential impacts caused by a 22-acre detention basin, even if the basin was relocated or the design was modified. As a result, the proposed relocation of the detention basin and any potential design changes to the basin would not be anticipated to result in any new or more severe impacts than previously anticipated for the detention basin by the TOCSP EIR. Because the area currently proposed for residential development was already anticipated for such development by the TOCSP EIR, and potential impacts related to off-site infrastructure, such as the proposed detention basin, would be subject to Mitigation Measure 4.10-3, the proposed project would not be expected create new or significantly more severe environmental impacts related to cultural resources.

Comparison of 15162 CEQA Requirements and Project	
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	Agricultural Resources The majority of the SLSP area was previously used for agricultural purposes. Because the SLSP involved conversion of agricultural land to non-agricultural uses, the TOCSP EIR analyzed potential impacts that could occur due to the loss of farmland from the development of the SLSP area. The residential portion of the proposed project is located within an area of the SLSP that was analyzed for residential development by the TOCSP EIR, and the project would develop the site for similar residential land uses as anticipated by the TOCSP EIR. Therefore, the conversion of agricultural land to residential land uses that would occur due to build-out of the proposed project was previously analyzed in the TOCSP EIR, and the residential portion of the proposed project would not result in the conversion or loss of farmland not included in the TOCSP EIR's analysis. The TOCSP EIR also included analysis of a proposed 22-acre detention basin and a 40-acre retention basin. The proposed project would relocate the 22-acre detention basin, previously analyzed in the TOCSP EIR, and construct the first one to two acres of the detention basin. The proposed project would involve the relocation of the detention basin onto agricultural land closer to the project site. Because the 22-acre detention basin was originally sited on agricultural land to the southeast of the SLSP area, development of the detention basin at the original location or at a location closer to the project site would result in a similar conversion of agricultural land to non-agricultural uses. Thus, while the proposed project would relocate the detention basin, the proposed detention basin would convert an equal amount of agricultural land to non-agricultural uses as anticipated by the 22-acre detention basin analyzed in the TOCSP EIR. Mitigation Measure 4.2-1, of the TOCSP EIR, requires that an equal amount of contiguous, active agricultural acreage elsewhere in Yolo County be set aside for all Important Farmland converted by offsite infrastructure. In regards to the proposed project, Mitigation Measure 4.2-1 would apply to the proposed detention basin, and would require that an equal acreage of agricultural land in Yolo County be set aside for any area of the proposed detention basin that would be sited on Important Farmland.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	Given the above discussion, the residential portion of the proposed project would be wholly within the area of the SLSP originally anticipated for development and analyzed by the TOCSP EIR for potential impacts related to the conversion of agricultural land to non-agricultural uses. Additionally, the SLSP originally included a 22-acre detention basin sited on agricultural land on the southeast corner of the SLSP area. Although the proposed project would relocate the detention basin, both the original location and the currently proposed location are on agricultural land. As a result, the detention basin would convert agricultural land to non-agricultural uses, to a similar degree as anticipated by the TOCSP EIR, and Mitigation Measure 4.2-1 would apply to the detention basin included in the proposed project and any future expansions of the basin to the final 22-acre size anticipated by the TOCSP EIR. Because the conversion of agricultural land to non-agricultural uses that would occur due to build-out of the proposed project was anticipated by the TOCSP EIR, and the proposed project would be subject to Mitigation Measure 4.2-1, the proposed project would not result in any new or significantly more severe environmental impacts related to Agricultural Resources. Noise The proposed project involves the construction and operation of 250 single-family residences as well as construction of a one to two-acre detention basin. The proposed project does not include any land uses that would be considered noise generating, such as industrial or commercial land uses. Detention basins and residential land uses are not considered to generate significant amounts of noise during their operation, and the proposed residential land use is similar to the residential uses anticipated by the TOCSP EIR, but would include a lower density of development and fewer overall units. However, short-term construction activities could have the potential to create temporary noise in excess of City standards. Construction related noise is regulated by the City of Woodland's Municipal Code Section 15-26. Construction activities are only allowed to occur between the hours of 7:00 AM and 6:00 PM Monday through Saturday, and 9:00 AM to 6:00 PM on Sundays. The proposed project would be required to comply with the construction requirements within the City's Municipal Code during all construction activities. Because construction of the residential portion of the proposed project would occur over the same site area, and operation of the project would involve similar residential land uses with a lower density and lower number of total units as analyzed in the TOCSP EIR, the proposed project would not be considered a substantial

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	change to the SLSP nor would the project generate any new or significantly more severe environmental impacts related to construction noise. However, the TOCSP EIR identified that increased traffic resulting from buildout of the SLSP could lead to sound levels near roadways in excess of the 60 L_{dn} City standard, resulting in a significant impact. To reduce potential impacts on residences near roadways, the TOCSP EIR included Mitigation Measure 4.8-2 which required future projects to include site design, sound attenuation, and/or noise barriers that would reduce noise to acceptable levels. The proposed project would include masonry sound walls in between residences and Road 25A, as well as on portions of Parkland Avenue. On portions of Parkland Avenue not bordered by masonry walls, an enhanced wood fence would be constructed on either side of Parkland Avenue. The incorporation of sound walls into the design of the proposed project would satisfy the requirements of Mitigation Measure 4.8-2 and would ensure that the proposed project would not result in any new or significantly more severe environmental impacts related to noise. Air Quality The proposed project includes similar residential land uses as what was analyzed in the TOCSP EIR. Because the proposed project would develop the project site for a similar residential land use as approved in the SLSP, any impacts induced by the proposed project would be consistent with what was analyzed in the TOCSP EIR. Additionally, because the type of land use would not change, and the area of the project site remains consistent with what was anticipated by the SLSP, construction induced impacts to air quality would remain consistent with what was analyzed in the TOCSP EIR. Since the approval of the SLSP, new regulations have been put in place that would help reduce the emissions resulting from the operation of the proposed project. Such regulations include the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code, which mandate increases in the energy efficiency of new buildings, resulting in a reduction of energy usage and air pollutant emissions associated with energy production. Specifically, the Title 24 regulation within the CALGreen Code requires stringent energy efficiency measures, which would exceed any energy efficiency requirements assumed in the TOCSP EIR's air quality analysis. As such emissions related to energy demand of the proposed project would likely be equal to or less than emissions evaluated in the TOCSP EIR, and the proposed project would not result in new or significantly more severe impacts related

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	to air quality impacts from energy demand. It should be noted that while the proposed project includes a reduction in residential density and units, a concurrent application for the Oyang North Project includes higher densities and seven additional units than originally anticipated by the SLSP and analyzed in the TOCSP EIR. Because the projects are being processed concurrently, the reduction of 55 units within the proposed project would ensure that, despite the increase of seven units in Oyang North, the overall operational air quality impact resulting from both projects would remain within levels anticipated by the TOCSP EIR. Given the overall reduction in residential units and the increased energy efficiency requirements which have been put into place since the approval of the SLSP and the TOCSP EIR, the proposed project would not create new or significantly more severe environmental impacts related to Air Quality. Biological Resources A Biological Assessment was conducted for the Oyang South project site by Salix Consulting, Inc. on November 4, 2014. The Biological Assessment evaluated the site's suitability for special-status plant and wildlife species by analyzing the habitats present on each site. Habitat for special-status plants was not found during the Biological Assessment, and the study concluded that the proposed project would have no impacts related to special-status plant species. However, the Biological Assessment concluded that the possibility exists that the project site could provide nesting or foraging habitat for Swainson's hawks, white-tailed kites, northern harriers, and/or burrowing owls. Potential impacts to such species were anticipated by the TOCSP EIR and the mitigations applied by the TOCSP EIR would be brought forward to the current project. The Biological Assessment did not identify any project-induced impacts, to the aforementioned species, that would be more severe than impacts anticipated by the TOCSP EIR. The Biological Assessment included a survey of a drainage channel that exists on the eastern boundary of the project site. The drainage ditch was concluded to be constructed, and did not appear to experience high flows. At the time of the Biological Assessment, the drainage ditch was recently mowed and appeared to be regularly maintained. Identification of hydrophytic vegetation was inconclusive at the time of the site survey. The Biological Assessment concluded that the drainage channel was not likely to be considered jurisdictional waters;

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	however, the drainage channel was determined to be suitable habitat for burrowing owls. Potential impacts to burrowing owls were anticipated by the TOCSP EIR, and the mitigations applied by the TOCSP EIR and brought forward to the proposed project would ensure that any potential impacts to burrowing owls caused by the proposed project would be equal to or less than what was anticipated by the TOCSP EIR. In addition to the Biological Assessment, an Arborist Report and Tree Inventory Summary was prepared for the Oyang South site, by Sierra Nevada Arborists, on June 1, 2015. The Arborist Report contained an inventory of all on-site trees. The proposed project site currently contains nine trees, all of which are along the western border of the site, adjacent to Harry Lorenzo Avenue, and are identified as being California Black Walnuts (<i>juglans californica</i>) ranging between seven and 35 inches in diameter at breast height. All nine trees would be removed as part of the proposed project and such tree removal would be required to comply with Chapter 20A of the City of Woodland Municipal Code. The City of Woodland Municipal Code Chapter 20A Section 1-090, Development Projects—Tree Plan, requires development applications to complete and submit a Tree plan for approval by the City. The requirements of the Tree Plan, specified in the City’s Municipal Code, include, but are not limited to, identification of size, species, and condition of all trees on the project site, as well as specification of reasons for removal and preservation plans, where applicable. The Tree Plan would be submitted to the City for approval during the entitlement process. The proposed project includes the construction of a one to two-acre detention basin that could later be expanded to 22-acres. A similar 22-acre detention basin was analyzed for potential impacts to biological resources in the TOCSP EIR, along with other off-site infrastructure improvements related to the SLSP. The proposed project would relocate the detention basin planned by the SLSP; however, both the original location and the new location are currently used for intensive agricultural purposes. Impact 4.5-7 of the TOCSP EIR analyzed potential impacts that could result due to the construction of offsite infrastructure, such as the 22-acre detention basin. The TOCSP EIR concluded that the construction of off-site infrastructure could result in the disturbance or destruction of biological habitat, which would create a significant impact. Consequently, the TOCSP EIR imposed Mitigation Measure 4.5-7, which requires that construction of off-site infrastructure may not begin until the appropriate biological habitat surveys have been conducted, appropriate agencies have been consulted, mitigation measures outlined, and permits have been obtained as necessary and to the

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	satisfaction of the City. Furthermore, the TOCSP EIR identified that the location of off-site infrastructure could change depending on specific project needs and proposals, but that Mitigation Measure 4.5-7 would adequately address any potential impacts. As such, construction of the currently proposed detention basin would not begin until the proposed site has been surveyed and all relevant portions of Mitigation Measure 4.5-7 have been implemented—it should be noted that Mitigation Measure 4.5-7 includes subsection (b), which requires the implementation of TOCSP EIR Mitigation Measures 4.5-1(a), 4.5-2, 4.5-3, 4.5-4, and 4.5-6 where applicable. The TOCSP EIR concluded that Mitigation Measure 4.5-7 was sufficient to reduce potential impacts to Biological Resources due to the construction of off-site infrastructure even if the exact location of such infrastructure was changed by subsequent projects. Because the proposed project would result in similar site disturbance through development of the residential portion of the project as anticipated in the SLSP and subsequently analyzed in the TOCSP EIR, and the TOCSP EIR anticipated that the location of future off-site infrastructure, such as the proposed detention basin, could change, any impacts to Biological Resources resulting from the proposed project would have been previously analyzed in the TOCSP EIR. As a result, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Biological Resources. Hazards The TOCSP EIR, identified past agricultural and residential site uses as having the potential to create a hazard to human health and the environment due to the disposal or improper storage of agricultural chemicals or the contamination of non-permitted septic systems. Citing a lack of data, the TOCSP EIR concluded that build-out of the SLSP could create a potentially significant impact. To reduce the potential impact to less-than-significant levels the TOCSP EIR required the implementation of mitigation measure 4.12-1, which included conducting a Phase I and II Environmental Site Assessment (ESA), implementing work plans, developing risk management measures, identifying contingency measures, and obtaining all necessary agency approvals for the remediation of any possible soil contaminants. In accordance with the TOCSP EIR, Wallace Kuhl and Associates (WKA) prepared site studies including a Phase I Environmental Site Assessment on June 9, 2014, a Phase II Soil Sampling and Analysis

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	Report on January 26, 2015 and a Soil Excavation Proposal, on January 23, 2015. The Phase I ESA concluded that the project site had previously contained a residence, and had been in agricultural production since at least 1957; additionally, the site visit included in the Phase I ESA identified ground staining in the vicinity of a portable diesel engine, groundwater pump, and irrigation well. The past uses of the project site are consistent with what was anticipated by the TOCSP EIR, and the Phase I ESA concluded that given the past agricultural and residential land uses, the proposed project site could be contaminated by agricultural chemicals, pesticides, or termiticides. Additionally, the soil staining identified near the diesel engine, groundwater pump, and irrigation well was determined to be indicative of soil contamination. As such soil samples were collected as part of a Phase II Soil Sampling and Analysis Report and the samples were subsequently tested for organochlorine pesticides (OCPs), total petroleum hydrocarbons as diesel (TPHd) and volatile organic compounds (VOCs), arsenic, and lead. The Soil Sampling and Analysis Report concluded that although limited levels of lead, arsenic, and the OCP 4,4'-DDE as well as other OCPs related to termiticides were present in on-site soils, the levels of these contaminants were all below the applicable California Human Health Screening Levels. However, the Soil Sampling and Analysis Report included the finding that the soil samples taken from the stained surface soil near the diesel engine, groundwater pump, and irrigation well were contaminated by TPHd, and levels of TPHd concentration in the samples exceeded the environmental screening levels established by the San Francisco Regional Water Quality Control Board for residential land use. Due to the presence of contaminated soils on the project site WKA prepared a Soil Excavation Proposal to describe actions necessary to remediate on-site soils. The contaminated soils would be remediated in accordance with the Soil Excavation Proposal following the abandonment of the groundwater pump. Because the soil contamination would be remediated to the satisfaction of the City and Yolo County Environmental Health Division, prior to the commencement of construction activities, and other hazards are not known at this time, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Hazards.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	Remaining CEQA Sections In addition to the impacts discussed above, the TOCSP EIR also included analyses of impacts related to Land Use and Planning; Visual Resources and Aesthetics; Public Services and Facilities; Geology and Soils; Recreational, Educational and Community Services; and Population, Employment and Housing. The TOCSP EIR also included further analysis of impacts related to Hydrology, Drainage, and Water Quality; Traffic; Air Quality; Biological Resources; Noise; and Public Health and Safety. Due to the proposed project's similarity to what was anticipated for the project area by the SLSP, and the TOCSP EIR, impacts related to the listed resources are not considered to be substantially different from what was previously analyzed for development of the project site and the proposed project would not create any new or significantly more severe environmental impacts in any such resource areas. Conclusion The proposed project would develop the project site for residential uses, similar to what was anticipated by the SLSP, and analyzed in the TOCSP EIR. However, the proposed project includes a request to re-designate the project site, and would eliminate the R-25 designation, while re-designating the entire site R-4. The re-designation is reflected in the type of housing proposed as part of the project, as the current site plans do not include multi-family units (R-25) and instead include only single-family units. The re-designation and housing type change would result in a 55-unit reduction as compared to what was approved in the SLSP. It should be noted, that the concurrent application for the Oyang North Project includes an increase in housing density and a subsequent increase of seven additional residential units on the Oyang North project site. As a result, the net change in housing units between the proposed project and the concurrently proposed Oyang North Project would be a 48-unit decrease from what was approved in the SLSP. The net reduction of housing units, combined with the general similarity of land uses and site acreage would ensure that any potential impacts created by the proposed project are less than or equal to the impacts identified in the TOCSP EIR. Therefore, the proposed project does not include any changes which would create new or significantly more severe impacts than what was anticipated by the SLSP and analyzed in the TOCSP EIR. As a result, major revisions to the TOCSP EIR would not be necessary.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or	Because the proposed land uses are of a similar residential nature to the existing SLSP, and significant changes to the SLSP have not occurred, the circumstances under which the project is undertaken has not changed substantially, and would not require major revisions to the TOCSP EIR. Indeed, the most substantial change which has occurred in the project area is the continuing development activity associated with implementation of the SLSP. However, changes have not occurred on the proposed project site since the adoption of the SLSP and TOCSP EIR, and thus new circumstances which would create new environmental impacts have not arisen. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those analyzed in the TOCSP EIR.
(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:	All previously identified impacts in the TOCSP EIR would occur with implementation of the Oyang North project. The SLSP and the TOCSP EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the SLSP and SLSP Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum: • Arborist Report and Tree Inventory Summary, prepared by Edwin E. Stiritz, June 1, 2015. • Biological Assessment Memorandum, prepared by Salix Consulting, Inc. November 4, 2014. • Phase I Environmental Site Assessment Oyang Property, Wallace Kuhl & Associates, June 9, 2014. • Phase II Soil Sampling and Analysis Report Oyang Property, Wallace Kuhl & Associates, January 26, 2015. • Soil Excavation Proposal Oyang Property, Wallace Kuhl & Associates, January 23, 2015. • Preliminary Geotechnical Engineering Report Oyang South Property, prepared by Mid Pacific Engineering, Inc., December 3, 2014. The studies above do not contain any new information of substantial importance, which could have affected the determination of impacts in the TOCSP EIR. Greenhouse Gas Emissions (GHG) GHG emissions were not directly addressed in the SLSP, or the TOCSP EIR. However,

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	potential impacts related to GHG emissions do not constitute “new information” as defined by CEQA, as GHG emissions were known as potential environmental issues before 1999.¹ The overall area of disturbance anticipated for buildout of the project site by the SLSP would not be modified by the proposed project. Therefore, construction related GHG emissions would be consistent with emissions induced by the SLSP. Since the SLSP was approved, a number of regulations with the purpose of, or with an underlying goal of, reducing GHG emissions, such as the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code have been enacted. Such regulations have become increasingly stringent since the SLSP was adopted. In fact, according to the California Energy Commission, the 2013 Building Energy Efficiency Standards are anticipated to result in 25 percent less energy consumption for residential buildings over the previous energy standards.² The proposed project would be required to comply with all currently applicable regulations associated with GHG emissions, including the CALGreen Code and California Building Energy Efficiency Standards Code. Additionally, the proposed project would reduce the total number of units planned for the project site by 55 total units. Even when considering the concurrent application for the Oyang North Project, which includes a seven unit increase from the approved number of residential units for that project site, the proposed project would still result in a net reduction of 48 units from what was approved in the SLSP. Because residential units lead to GHG emissions through construction and operation, the reduction in total units would lead to a proportional reduction in GHG emissions from what was originally approved by the SLSP. As a result, new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time that the previous EIR was certified is not currently known, and the proposed project would result in no new or more severe impacts than previously analyzed in the TOCSP EIR.

¹ As explained in a series of cases, most recently in *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4th 1301. Also see, *Citizens of Responsible Equitable Development v. City of San Diego* (2011) 196 Cal.App.4th 515.

² California Energy Commission. News Release: “New Title 24 Standards Will Cut Residential Energy Use by 25 Percent, Save Water, and Reduce Greenhouse Gas Emissions.” July 1, 2014

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	See response under (1) above. New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	See response under (1) above. Significant effects will not be more severe than identified in the TOCSP EIR.
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or	The status of mitigation measures in the SLSP, and the TOCSP EIR would not change as a result of the proposed land uses changes. The Biological Assessment of the project site identified the potential of special status species, specifically Swainson's hawks, white-tailed kites, northern harriers, and burrowing owls, to use the site as foraging and nesting habitat. Impacts to raptors was considered in the TOCSP EIR, and determined to be potentially significant. Because special-status raptor species have the potential to use the site as foraging and nesting habitat Mitigation Measure 4.5-3 would be brought forward and applied to the current project to reduce any potential impacts to a less-than-significant level. As discussed earlier in this document, relevant sections of Mitigation Measure 4.12-1 have been applied through site testing and soil remediation. Any further portions of the mitigation measure including but not limited to identifying contingency measures in the event previously unidentified hazards are encountered during site development, and obtaining any necessary agency approvals prior to implementing any identified measures in a risk management plan would be brought forward and applied to the proposed project. Additionally, Mitigation Measure 4.8-2 would be applied to the project through the construction of sound walls along Road 25A and Parkland Avenue, which would sufficiently mitigate potential noise impacts created by increased traffic in the area. Considering that all relevant mitigation measures would be applied to the proposed project, and no new mitigation measures are now feasible that would substantially reduce any previously identified significant impacts, the proposed project would not be considered a substantial change to the previously approved TOCSP EIR.
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project	Mitigation measures analyzed in the TOCSP EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the TOCSP EIR are not available, because the proposed changes are not substantial.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
proponents decline to adopt the mitigation measure or alternative.	
(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the TOCSP EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the TOCSP EIR is the appropriate documentation prepared for the project.
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	The SLSP was approved December 18, 2001. As discussed previously in this document the proposed project would not require a major revision of the previous EIR due to new or substantially more severe impacts. Additionally, changes in circumstances which would cause substantially more severe or new significant impacts have not occurred and new information which would change the severity of previously identified impacts is not known. As such, a new EIR would not be required.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE GENERAL PLAN LAND USE
DIAGRAM FOR THE OYANG SOUTH PROJECT**

WHEREAS, Article 5 of Chapter 3 of Division 1 of Title 7 (commencing with section 65300) of the Government Code requires the City to prepare and adopt a comprehensive, long-term General Plan for the physical development of the City; and

WHEREAS, in February of 1996, the City of Woodland (“City”) adopted its General Plan, which was updated on December 17, 2002, and has since been amended from time to time; and

WHEREAS, the General Plan contains the General Plan Land Use Diagram (Figure 1-4), which designates that certain real property consisting of one parcel located in the City of Woodland, California, which comprise approximately 77.3 acres and is more commonly known as Yolo County Assessor’s Parcel Number 042-030-034 (“Oyang South Property”) as High Density Residential (HDR), and Very Low Density Residential (VLDR); and

WHEREAS, the applicant, Bayless and Hicks, filed Planning Application # PLNG 15-00047, requesting that the General Plan Land Use Diagram be amended to re-designate the Oyang South Property from 4.5 acres of High Density Residential/R-25 and 64.4 acres of Very Low Density Residential/R-3 to 28.3 acres of Very Low Density Residential/R-3 and 49 acres of Low Density Residential/R-4; and

WHEREAS, the applicant has entered into an assumption and assignment agreement with Vacaville Land Investors, Inc. providing that Vacaville Land Investors, Inc. will purchase the property from the current owner, which is Himalaya Development, Inc.; and

WHEREAS, on October 27, 2016, the Planning Commission of the City of Woodland (“Planning Commission”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the Planning Commission; and

WHEREAS, at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted unanimously (4-0) to recommend to the City Council that the General Plan Amendment be approved; and

WHEREAS, on November 15, 2016 the City Council of the City of Woodland (“City Council”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the City Council; and

WHEREAS, at the conclusion of the public hearing before the City Council, the City Council by resolution adopted Addendum #15 to the Turn of the Century Specific Plan Environmental Impact Report for the Oyang South Project; and

WHEREAS, this will be the third amendment of the General Plan in the calendar year 2016; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings made in this Resolution, the City Council hereby approves the General Plan Amendment, hereby amending the General Plan Land Use Designation of the Oyang South Project as depicted in Exhibit 1, attached hereto and incorporated herein by this reference, and as follows:

- a) Re-designation of the 4.5 acre, R-25/Multifamily (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

2. Based on the entire record before the City Council and all written and oral evidence presented, the City Council hereby makes the following findings:

A. The General Plan Amendment is integrated and compatible with the Land Use and Community Design Element of the General Plan in that it supports infill development and reuse of underutilized parcels in a manner compatible with the surrounding character.

B. The General Plan Amendment is integrated and compatible with the Economic Development Element of the General Plan in that it allows for economic development within the City while maintaining orderly and well-planned for steady growth to prevent urban sprawl.

C. The General Plan Amendment promotes the goals and objectives of the General Plan and each element thereof and leaves the General Plan a compatible, integrated, and internally consistent statement of policies.

3. The City Council has determined that the General Plan Amendment is in the public interest because the change in general plan designation is in compliance with General Plan Policy 1.B.1 as the City supports residential development at a manageable pace to achieve its fair share of regional housing needs and Policy 1.C.1 as the City promotes new residential development in a range of residential densities.

4. The General Plan Amendment was reviewed, studied, and found to comply with the California Environmental Quality Act and, based on the foregoing, the City has determined that the environmental impacts of the General Plan Amendment are insignificant and has adopted an Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the Oyang South Project.

PASSED AND ADOPTED by the City Council on November 15, 2016, by the following vote

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Jim Hilliard, Mayor

ATTEST:

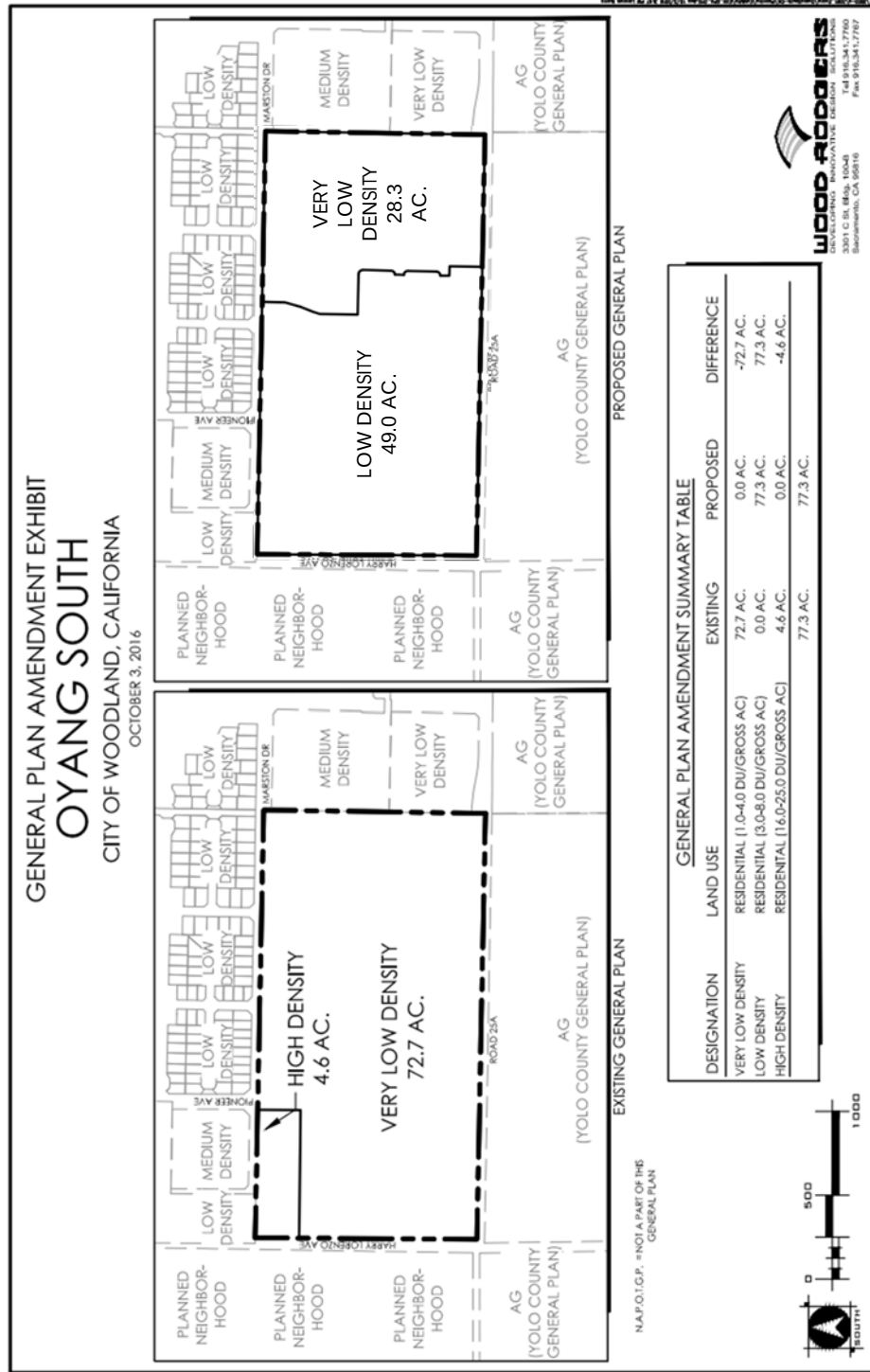
APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Exhibit 1 General Plan Land Use Amendment Diagram

Exhibit 1



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE SPRING LAKE SPECIFIC PLAN LAND
USE DESIGNATIONS FOR THE OYANG SOUTH PROJECT TO BE
DEVELOPED BY VACAVILLE LAND INVESTORS, LLC**

WHEREAS, the City of Woodland (“City”) desires to amend the Spring Lake Specific Plan Land Use Designations for the Oyang South Project; and

WHEREAS, the City desires to adopt an amendment to the Spring Lake Specific Plan, consisting of the re-designation of the land use category in the Specific Plan for properties identified as the Spring Lake Oyang South Project as described in more detail in Exhibit “1;” and

WHEREAS, the City of Woodland Planning Commission held a duly noticed public hearing on October 27, 2016, to receive public testimony concerning the Amendments; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on November 15, 2016, to receive public testimony concerning the Amendments, consider the Planning Commission's recommendations, and take action on the Amendments; and

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, now finds it proper to amend the Spring Lake Specific Plan as described in Exhibit “1;” and

WHEREAS, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendments for the Spring Lake Oyang South Project.

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

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby finds that the proposed Amendments are consistent with both the Spring Lake Specific Plan and the City of Woodland General Plan.
4. The City Council hereby approves the following Amendments:
 - A. Amendment to the Spring Lake Specific Plan for the Spring Lake Oyang South Project, as described in Exhibit “1.”

These Amendments shall take effect only upon execution by the City and the owner of the Property of a Development Agreement governing the Property. No final map shall be recorded or approved for the Property in conformance with the Amendments until the Amendments have taken effect pursuant to this paragraph.

PASSED AND ADOPTED by the City Council on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

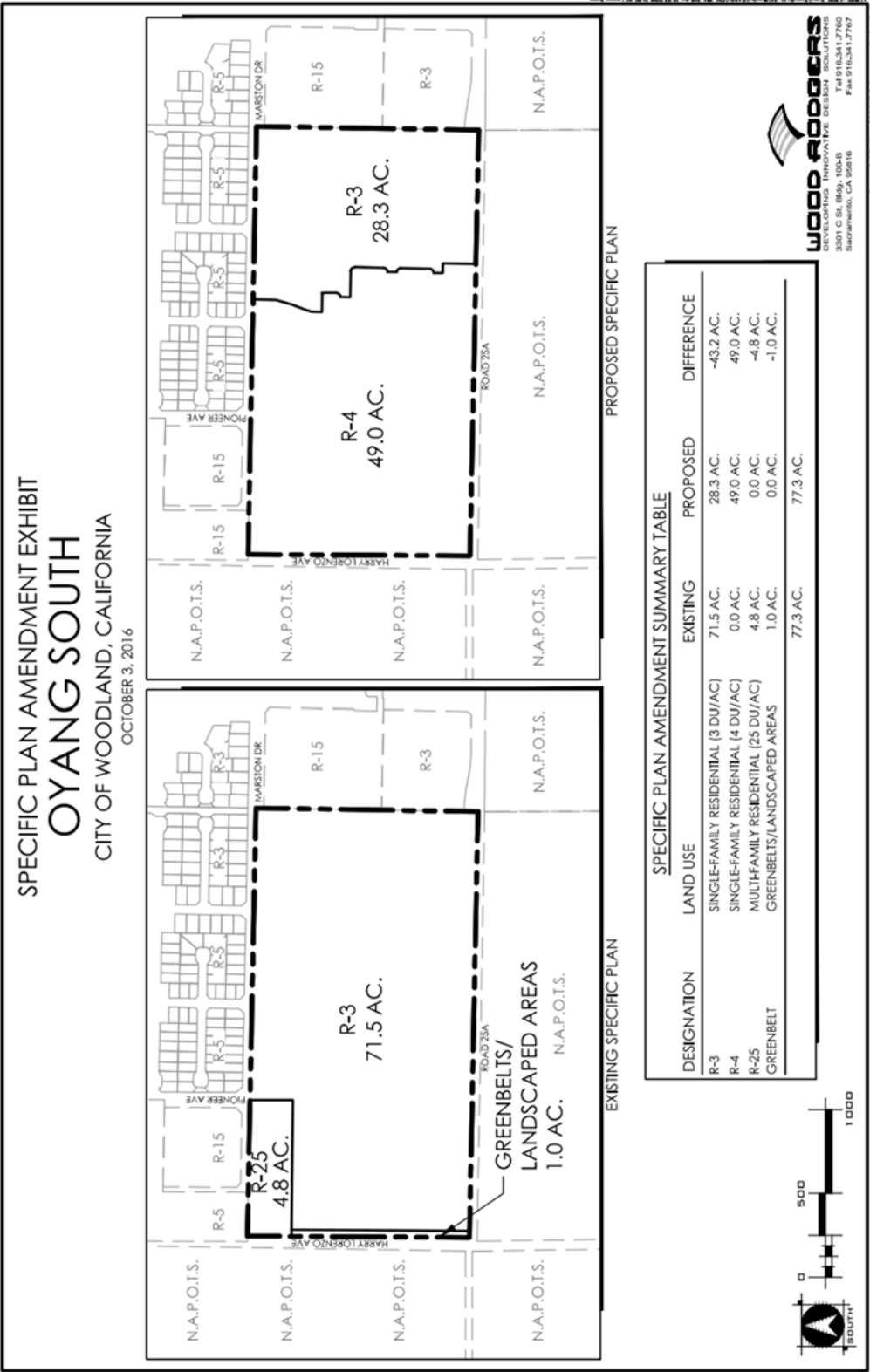
Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit "1" - Spring Lake Specific Plan Land Use Amendment Exhibit

Exhibit 1



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING TENTATIVE SUBDIVISION MAP NO. 5092
FOR THE OYANG SOUTH PROJECT IN ACCORDANCE WITH THE
CONDITIONS OF APPROVAL FOR THE OYANG SOUTH PROJECT
AREA IN SPRING LAKE**

WHEREAS, the applicant, Bayless and Hicks, filed Planning Application # PLNG 15-00047, proposing a Tentative Subdivision Map (TSM #5092) and Development Agreement for 77.3 acres of the Oyang South Project site, located at the southeast corner of Marston Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area in the City of Woodland (“Project”); and

WHEREAS, the applicant prepared a tentative subdivision map, as provided in the proposed tentative subdivision map attached to this Resolution as **Exhibit A**; and

WHEREAS, the City Council of the City of Woodland held a duly noticed public hearing on November 15, 2016, to review and consider approval of the proposed Oyang South Tentative Subdivision Map #5092 (“TSM #5092”), at which time interested persons had an opportunity to provide comments either in support or opposition to the Project; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within an area exceeding a three hundred foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, the SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addenda; and

WHEREAS, the City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures, therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date and has recommended to the City Council approval of the proposed Oyang South Tentative Subdivision Map #5092.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings, determinations, and recommendations with respect to the proposed Tentative Subdivision Map for the Project:

1. The City Council hereby makes the following findings concerning the Tentative Subdivision Map pursuant to Government Code section 66474:

a. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element, and the Spring Lake Specific Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single family housing within the community. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.

b. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

c. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site. The development project is also consistent with the land use designations specified in the Spring Lake Specific Plan.

d. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Biological Resources Assessment (Foothill and Associates, Spring Lake TOC 403 acres, June 15, 2011) shows that there would not be any significant and unavoidable impacts related to existing habitat.

e. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area.

f. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

g. Any proposed phases and their proposed sequence of construction are identified on the submitted map.

2. The City Council does hereby approve Tentative Subdivision Map #5092 (**Exhibit A**) to allow the subdivision of property located at the southeast corner of Marston Road and Harry Lorenzo Avenue, subject to the recommended conditions of approval, which are set forth in the

Development Agreement. No final map shall be recorded or approved for the Property until the Development Agreement governing the Property has been executed and all applicable requirements and conditions of the Agreement have been met.

PASSED AND ADOPTED by the City Council on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated:_____

Exhibit A – Tentative Subdivision Map No. 5092

EXHIBIT A



Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [_____]

[OYANG SOUTH]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

VACAVILLE LAND INVESTORS, LLC

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2016 by and between the City of Woodland, California (“CITY”), and Vacaville Land Investors, LLC, a California limited liability company (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan (“Plan”), which encompasses OWNER’s property, more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement (“Property”), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, OWNER and CITY wish to enter into a development agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just, and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety, and welfare will be served by entering into this Agreement; and

WHEREAS, through various conditions or components of this Agreement, the City will ensure consistency with and/or participation in the programs of the Spring Lake Specific Plan, including but not limited to the Fiscal Impact Study, Financing Plan (Public Facilities), Advancements Agreements, Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study; and

WHEREAS, the City Council hereby finds and determines that this Agreement **is** of major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on CITY; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been

met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Advancement Agreements" means the agreements, reimbursable expenses resolutions and other funding mechanisms adopted by the City on October 15, 1998, June 17, 2002, and October 22, 2002, and extended December ___, 2016, regarding reimbursement of funds advanced by Turn of the Century, a Delaware limited liability company, the master developer of the Spring Lake Specific Plan.

1.1.2 "Agreement" means this Development Agreement.

1.1.3 "CITY" means the City of Woodland, a California municipal corporation.

1.1.4 "City Council" means the duly elected city council of the City of Woodland.

1.1.5 “Commencement Date” means the date the Term of this Agreement commences.

1.1.6 “Development” means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.7 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.8 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.9 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.10 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.11 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.12 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.13 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.15 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.16 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.17 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.5 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in “bulk”) sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP

500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Himalaya Development, Inc.
1612 42nd Ave, E
Seattle, WA 98112
Attn: Bruce Bailey
Telephone: (206) 403-1727

Vacaville Land Investors
c/o Bayless & Hicks
3500 Douglas Blvd., #210
Roseville, CA 95661
Attn: John Bayless
Telephone: (916) 275-1888

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This agreement is for Tentative Subdivision Map #5092, which includes the 49.0-acre R-4 site and the 28.3-acre R-3 site shown in Exhibit B, resulting in 250 single family lots (units).

3.2 Fair Share Reimbursement for Non-Participating Parties. OWNER shall be obligated to implement the Project in accordance with the Spring Lake Specific Plan, including but not limited to the Advancement Agreements. OWNER has entered into a Letter Agreement with CITY and Turn of the Century, a Delaware limited liability company, attached hereto as Exhibit E, for the

payment of OWNER's fair share of funds advanced by Turn of the Century as the Spring Lake Specific Plan master developer in the amount of Two Hundred Sixty-One Thousand One Hundred Fifty-Eight Dollars and Thirty-Three Cents (\$261,158.33), which amount covers all obligations under the Advancement Agreements for both the Oyang South and Oyang North properties. OWNER and Turn of the Century agree that in the event any portion of the Oyang North or Oyang South properties are sold and transferred prior to the recordation of any final map on the properties, payment of the fair share reimbursement of \$261,158.33 shall be immediately due to CITY. CITY shall ensure that prior to its approval of any final map on any portion of either of the Oyang Properties (Oyang North or Oyang South) that OWNER's fair share reimbursement payment of \$261,158.33 has been paid in full to CITY. CITY shall then reimburse Turn of the Century for the funds it advanced.

3.3 SLIF Fee Deficit. If the total number of single family residential units drops below 250, a supplemental SLIF fee for Oyang South shall be due and payable prior to final map approval. The supplemental fee shall only apply to single family units. Owner agrees not to oppose as part of the City's next Spring Lake CIP and SLIF update the modified density assumption of 96 percent.

3.4 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.5 Reservation of Rights.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.5.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise

be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.5.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.6 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.7 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.8 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.9 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan,

acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.10 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.11 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

3.12 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees

required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “D”, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “D”, any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY’s Agricultural Mitigation Program. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.

4.4 Swainson’s Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to submittal of the first final map and improvement plan package to CITY, provide evidence of the approval of the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY’s sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan and this Agreement.

4.9 Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement. This Project requires twenty-five (25) low income single family units to be built. In lieu of constructing the affordable housing units, OWNER agrees to pay Fifty-even Thousand Eight Hundred Dollars (\$57,800.00) per single family affordable unit, payable at building permit issuance for each market rate single family unit in the amount of Five Thousand Eight Hundred Twenty Dollars (\$5,820.00) per unit, for a total of One Million Four Hundred Forty-five Thousand Dollars (\$1,445,000.00). (The in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI).

Credits to the total affordable housing in lieu fee for the Project may be assigned from the Oyang North Project pursuant to the Development Agreement for the Oyang North Project. This credit amount is estimated at Two Hundred Six Thousand, Four Hundred Dollars (\$206,400). Actual credit amount will be determined by the City at the time of recordation of first final map for the Project.

4.10 Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be One Thousand One Hundred Dollars (\$1,100.00) per market rate single family lot as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of each final map.

4.11 General Purpose Fee. OWNER agrees to pay to CITY a total of One Thousand One Hundred Dollars (\$1,100.00) per lot towards improved Spring Lake bicycle and pedestrian connectivity and other neighborhood enhancement project(s) such as, but not limited to, the HWY 113 Bike/Pedestrian Overcrossing. Payment shall be made at time of approval of final map for each phase of the Project. Fee is subject to annual city-wide adjustment. Final determination of cost shall be made at time of payment and shall be based on inflationary cost increases (Construction Cost Index (CCI)).

4.12 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific

Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.13 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.14 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, a final map will not be approved with less than a \$200,000 deposit.

4.15 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly

waive the benefit of the provision of section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives, and is responsible for damages resulting from, a claim or lawsuit from a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportional share of the damages its Project caused to CITY.

4.16 Transit Capital fee: Prior to final map or Project approval (for non-mapped multi-family) OWNER shall pay a Two Hundred Eight Dollar (\$208.00) per DUE fee.

4.17 Transit Operation fee: Prior to final map or Project approval (for non-mapped multi-family) OWNER shall pay a Thirty-five Dollar (\$35.00) per DUE fee.

4.18 Meter Fees. Prior to any final map OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference, the 2015 AMR fee is \$212 per meter. OWNER shall also pay surface water impact fee for each landscape meter.

4.19 Road 25A Between Meikle and Promenade. OWNER understands and agrees that Road 25A between Meikle and Promenade may be added to the set aside list (in the nexus study) and agrees not to contest such road addition. OWNER also understands and agrees, and will not contest, that a traffic signal will be installed at Road 25A and Road 102 and that both Road 25A and the traffic signal will be added to the SLIF offsite project list and funded with SLIF fee set aside.

4.20 Gibson Road/SR 113 Intersection. OWNER will not object to the inclusion of modifications to the Gibson Road/SR 113 ramp to the SLIF set aside (in the nexus study). Modifications proposed include removal of the northbound free right ramp at the Gibson Road/SR 113 ramp and construction of a terminal intersection.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent

any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance (“Certificate”) to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect

to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default

setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, as it may be amended from time to time, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising

through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any

covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute

covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of

such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

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

OWNER

**VACAVILLE LAND INVESTORS, LLC,
a California limited liability company**

By: _____

Its: _____

Dated: _____

CITY

**CITY OF WOODLAND, a California
municipal corporation**

By: _____

Paul Navazio
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT “A”

(Legal Description of the Property)

EXHIBIT “B”

(Map of the Property)

Exhibit B

EXHIBIT “C”

CONDITIONS OF APPROVAL

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

GENERAL CONDITIONS

1. **Project Approval.** The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the _____, 2016 City Council staff report, as approved by City Council, for the Oyang South project as proposed by the applicant Bayless and Hicks, except as modified by these conditions of approval.
2. **Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City’s discretion, undertake defense of the matter and pay the City’s associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. **Deed Disclosures.** Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. **Informing Subcontractors.** The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. **Construction Impact Management Plan.** Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant

Exhibit C

impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. CC & Rs. Prior to approval of the first final map submit, three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - Recreational vehicle parking in the front yard longer than 24 hours is prohibited.
 - Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
7. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

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

8. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
9. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake

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Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. Prior to the City approving the applicant's first Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City and shall be consistent with all applicable provisions of the SLSP AHP except as otherwise set forth in the project Development Agreement.

10. Offsite Affordable Fee. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit prior to recordation of the applicant's Final Map.
11. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
12. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
13. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
14. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
15. Building Unit Allocations (BUA)s. With the exception of affordable housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
16. Reservation of Lots for Public Sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the subdivider shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser

indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

FINANCE DEPARTMENT

17. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
18. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.
19. Fee Credits. Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

COMMUNITY DEVELOPMENT

20. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)

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21. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
22. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Creativity and innovation will be encouraged.
23. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP) as amended.
24. Photovoltaic Panels. In addition, each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
25. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
26. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
27. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.

- Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
 - Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.
28. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
29. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Community Services Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
30. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought–tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
31. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).

32. Light Pole Location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
33. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed. If no such standard exists at the time of the plan approval, project shall be permitted to install high pressure sodium (HPS) lights per City Standards.
34. Interconnecting Walk and Pathway. Interconnecting pedestrian corridors shall be a minimum of 25 feet wide with 8-foot-wide bike/pedestrian sidewalk. Unpaved area shall be landscaped consistent with Section 6.9 of the SL Design Standards.
35. Review and Design of Open Space Lot L. Landscape plans shall be submitted for drainage and/or open space Lot “L,” including a 10-foot-wide bike/pedestrian path that connects to the Urban Forest path on Road 25A to Marston. The greenbelt path shall include lighting, shade trees, and landscaping per Section F to the satisfaction of the Community Development Director.
36. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
37. Fencing Plan. Prior to issuance of building permits submit a fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, greenbelt, interconnecting walkways and paths and accent fencing.
38. Privacy Wall. The required privacy wall along east and west sides of Parkland Avenue shall be designed and constructed to be consistent with the privacy wall on Parkland Avenue north of Marston. The required privacy wall along the south side of Marston Avenue and along the east side of Harry Lorenzo Avenue shall be designed and constructed to be consistent with existing adjacent fencing along the south side of Marston to the east installed by Meritage Homes. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Landscaping and construction of the public improvements shall occur concurrently with adjacent development.

39. County Road 25A Masonry Soundwall. A masonry soundwall shall be constructed along future County Road 25A from the western boundary of Open Space “Lot M” to Harry Lorenzo Avenue to the west. The wall shall match the soundwall constructed along CR25A east of the project site. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. The masonry wall shall wrap around and extend the length of the sideyards of the westerly and easterly most lots, and the side yards of lots adjacent to the lettered paseo lots accessing the future County Road 25A to the satisfaction of the Community Development Department. Soundwall, landscaping and construction of the public improvements shall occur concurrently with adjacent development.
40. Public Art. Public art shall be provided either in the form of an in-lieu fee with a minimum valuation of \$15,000. A single lump sum payment shall be provided prior to approval of the first final map.
41. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish a level two entry feature at the intersection of 25A and Parkland. In addition, neighborhood entry signs shall be provided on the south side of Marston Avenue at the intersection of Parkland, and/or on the east and west sides of Parkland Avenue at the intersection of Parkland and Street “A”, consistent with SL Design Standard 1.6.2.
- A design specification for these signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map.
42. Pedestrian Circulation. Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety, to the satisfaction of the Community Development Director. These improvements shall be identified in the Traffic Calming Plan required prior to approval of final map and improvement plans.
43. Single Story and Model Homes. Developer shall offer at least one single story home plan within each subarea of the subdivision. Any Model Home complex shall include at least one single story home.

SLSP Mitigation Measures

44. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
45. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan

46. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
47. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County.
48. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
49. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report (Mid Pacific Engineering, Inc., dated December 3, 2014).
50. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
51. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
52. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)

53. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
54. Off-site Improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
55. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
56. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50 (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

ENGINEERING DEVELOPMENT SERVICES

Roadways

Street sections subject to final review and approval by the Community Development Department.

Harry Lorenzo Avenue

57. Abandon overhead Utilities along HLA, if no longer necessary to provide service. This improvement is reimbursable from the MPRA.
58. Project shall place hydroseed in a manner approved by the City between the pavement of Harry Lorenzo Avenue and the residential fences.
59. Project shall intercept drainage across HLA that crosses existing HLA in a method to be approved by the City. No conveyance measures are allowed to be under or within 5' of the house foundations. This improvement is reimbursable.
60. Harry Lorenzo Avenue to be closed with City approved Bollards on the north side of 25A and on the south side of Marston upon the completion of construction and opening of

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Parkland from Marston to Road 25A, and Road 25A from Parkland to HLA, providing the closure is not before January 18, 2018, otherwise it will be deferred to the next phase.

Road 25A

61. OWNER shall construct cross section of Road 25A and Urban Forest per detail B with a Spring Lake standard masonry wall on the north edge of ROW from intersection of Harry Lorenzo Avenue and Road 25A to the Parkland Avenue intersection with Harry Lorenzo Avenue (inclusive with roundabout). Street Lights may be LED “cobra head lights” subject to approval of City Engineer. This improvement is SLIF reimbursable.
62. OWNER shall construct Urban Forest, with bike path, path lights, masonry wall, and appurtenances and grade future road area to drain between Parkland Avenue and the eastern boundary of the Oyang South Property. This improvement is SLIF reimbursable. Path lights shall be bollard lights type Cyclone CBM 1105C BB3 Bollard 24W Type III LED unless otherwise approved by City.
63. If not previously constructed by others, OWNER shall, with the construction of the adjacent portion of the Urban Forest and Bike Trail for Village 3, build the Bike Trail portion and associated path lights and the Urban Forest improvements along the north side of future County Road 25A from the eastern boundary of the project to Meikle Avenue, to the satisfaction of the Community Development Department. This offsite Bike Trial improvement will be SLIF reimbursable upon being included in the CIP and adopted by City Council.
64. OWNER shall prepare geometric road layout for Road 25A between Parkland and Promenade Avenue to allow for proper location of the drainage ditch and maintenance roads.
65. The portion of the urban forest and bike path between Meikle and Promenade and the roundabout at Parkland and Road 25A will be SLIF reimbursable upon being included in the CIP and adopted by City Council.
66. City reserves the right to realign the ditch into the Road 25A right of way and potentially merge the maintenance access road and bicycle pedestrian path. Prior each plan submittal before ditch or road is constructed; OWNER shall have a pre-design meeting to determine location of the improvements.
67. Drainage channel (including maintenance access roads on each side of the ditch) to be constructed south of future Road 25A from HLA to the east boundary of Oyang South shall

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be designed to accommodate the roundabout that is planned to be constructed at Parkland and Road 25A.

Marston Drive

68. Project shall construct and complete the bike path and greenbelt along the south side of Marston and north edge of the project with adjacent development. Fence material shall be compatible with adjacent project. Except for the fence this improvement is SLIF reimbursable.
69. Owner shall construct AC powered flashing beacon(s) with pedestrian crossing signs for existing pavement accented crosswalk connecting greenbelts across Marston Drive. This improvement is SLIF reimbursable upon being included in the CIP and adopted by City Council.

Banks Drive (A Street)

70. Install 10 foot median islands at the intersection with Parkland Avenue; reduce side landscape areas to fit.
71. Banks Drive alignment may be adjusted at the time of final map by the City, lots shall be adjusted accordingly.

B Street

72. Street B to be posted no parking.

M Street

73. Section F shall not have a fence and shall have a consistent flat clear five feet to hinge point. (If there is a ditch in the greenbelt)

Cul de Sacs A, C, E, F

74. Side yard fences along the westerly boundary shall be extended across the end of A, C, E & F Courts to the satisfaction of the City Engineer. Any disturbed areas located west of the fence shall be hydroseeded upon completion of construction in coordination with item 58 above. Future pedestrian access parcels located east of the fence line shall be landscaped and a walkway extended from the courts to the face of the fence. Bollards are to be installed at the back of the sidewalk. Notice shall be placed within the CC&Rs to alert homeowners that the

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fencing across the ends of Courts A, C, E & F is temporary, and the intention is to remove the fence in the future and connect the pedestrian access parcels at the end of Courts A, C, E, & F to a future greenbelt or pathway system within the Harry Lorenzo Avenue right of way.

Traffic Calming

75. Traffic calming is required for this project. This may include chicanes, traffic circles, medians, speed tables, humps, speed feedback signs, lighted crossings or other measures to be approved by the City. Prior to the first final map applicant shall submit a proposed traffic calming plan for the entire length of Banks Drive, the entire subdivision and off site components on **Marston Drive**, Sanders Street (offsite) and Simpson Street (offsite). For logical consistency some of the measures within later phases may be required to be constructed in earlier phases, at the discretion of the City. ***OWNER shall notice and hold a meeting for public input on the traffic calming plan prior to first final Map.***

Construction Access

75. Primary construction access for the project shall be from Road 25A, however, prior to construction of each phase the contractor shall propose construction ingress and egress plan for the project. At the end of each phase OWNER shall micro seal all construction accesses and repair pavement failures. If constructed in phases, the OWNER may defer the microsurface until a later phase, with City Approval.

Existing Roadways

76. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.
77. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.

Map Layout and Circulation

78. All intersections shall have a minimum 90-degree intersection with 130’ tangent lengths in all directions from the center point of the intersection; unless alternate design is approved by the City Engineer.
79. Renumber the lots on the map to be consistent with phasing.

Easements and Right of Way

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80. Prior to approval of first final map, applicant shall acquire and dedicate right of way from adjacent parcels as needed for the completion of Road 25A, the urban forest, and other improvements as required in these conditions prior to approval of the first final map. Applicant shall also acquire fee title or easements to the satisfaction of the City Engineer for the storm drain facilities, and required maintenance roads south of Road 25A prior to approval of first final map.
81. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
82. A seven-foot public utility easement back of separated sidewalk (ten feet behind monolithic), adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception will be made on Arterial roads with green belts of 20' or greater.
83. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.
84. The final map shall identify relinquishment of access rights along CR 25A, Marston Drive, and Parkland Avenue pursuant to the Tentative Map.

Wastewater and Sewer Collection System

85. The OWNER shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
86. Each property shall be connected to the City of Woodland sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
87. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
88. Construction of deep sewer mains over 15' deep shall be connected to laterals by a parallel main and connections at manholes.
89. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to

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ground dewatering.

Storm Water

90. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only; final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.
91. Drainage improvement plan shall include measures for control of storm drainage of adjacent parcels, undeveloped remainder parcels, and treatment of any onsite runoff prior to entering the City system
92. Drainage improvements shall include ditch conveyance to the East, modification of the regional park pond for detention and treatment and then conveyance to the east and north; in accordance with the draft Storm Drain Master Plan.
93. OWNER has proposed treatment of storm water and hydromodification by a Detention Pond in line with the conveyance system (25A ditch). Upon provision of documentation that this is feasible and approval by the City the OWNER may forgo the construction of the Regional Park Pond. Detention Pond must be designed to be expandable to accommodate upstream properties. OWNER shall acquire ROW necessary for the 25A ditch and Detention Pond pursuant to the Development Agreement. Costs for the land acquisition and construction for the 25A ditch and the portion of the permanent Detention Pond necessary for storm water quality treatment is SLIF reimbursable (temporary structures that must be removed to expand the pond are not SLIF eligible). Costs for land acquisition and construction necessary for the hydromodification is not. Applicable costs to be included in the SLIF reimbursement agreement prior to final map. If the pond is built by others, OWNER shall not receive SLIF credit.
94. OWNER shall construct storm water conveyance system in a ditch along the entire project frontage along the alignment of Road 25A. The ditch shall be sized for the ultimate flow including land from the MPRA. OWNER shall acquire ROW as necessary to complete this improvement prior to first final map and approval of plans. This improvement is SLIF creditable.
95. Prior to final grading plans and setting pad heights OWNER's engineer shall provide overland release calculations to be carried to the outlet control point at CR 102 and include water surface elevations from the control point to the developed site.

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Storm Water Quality Control

96. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
97. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
98. The OWNER shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.
99. Post Construction Storm Water Quality methods shall be incorporated into the project in the civil improvement phase or building permit phase. Methods for post Construction Storm Water Quality control shall be submitted for approval prior to the first submittal of improvement plans, map, or grading permit application and in conformance with the City's Post Construction Standards Plan Manual.
100. All Buildings/homes shall have disconnected roof drains and concrete splash blocks for down spouts.
101. Hydromodification: Unless waived by the State, OWNER shall demonstrate that post construction storm run off for the 2 year 24-hour storm is not greater than the pre-construction storm run off for the 2 year 24-hour storm at time of plan submittal.

Water Infrastructure Conditions

102. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
103. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
104. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

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105. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
106. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
107. When median strip is to be installed in the center of a street, the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
108. Water mains shall be looped between cul de sacs, per review and approval of the City Engineer. Mains shall be placed under the bike path or other location to minimize the impact of tree planting. The public improvement plans shall include separate metered water services for all publicly maintained landscaped areas. OWNER shall pay surface water impact and meter AMR installation fees at time of construction permitting.
109. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells and prior to any final maps in the project.

Recycled Water

110. With each adjacent Final Map, Project shall install 6" purple pipe recycled water main in the landscaped area south of Marston Road from Harry Lorenzo Ave to the Project east boundary. Ends of the main shall be capped in a manner approved by the City. Materials for the recycled main shall be C900 pipe constructed to the standards for water mains in chapter 7 of the City standards, except that the pipe shall be purple. The location of the main shall be coordinated with the walkway, and other utilities to maximize the area for tree planting. The recycled water main will be SLIF reimbursable.
111. Landscape for Parkland Ave, Marston Ave, Harry Lorenzo, Road 25A and lots L and M shall be designed to allow easy transition of landscape irrigation from potable water to recycled water. Materials for the recycled main shall be C900 pipe constructed to the standards for water mains in chapter 7 of the City standards, except that the pipe shall be purple. Designer shall provide technical memorandum to demonstrate that transition may be completed with a

Exhibit C

minimum of effort and that adequate pressure and flow will be available to irrigate the landscaped area after transition is complete.

Grading

112. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
113. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
114. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
115. Landscaped slopes along streets shall not exceed 3:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
116. For Soil on site OWNER shall test soil at eight separate locations and submit recommendations for amendment to the City for approval prior to the approval of landscape plans. Applicant shall amend soil in accordance with recommendation in planted areas.

Fees

117. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
118. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined

Exhibit C

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

119. All building shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

Landscaping

120. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
121. A registered landscape architect shall design landscape, sound wall, and privacy wall improvements. Improvements shall be per the SLSP and other City Standards, as applicable.
122. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
123. Prior to landscape submittal applicant shall submit concepts for approval for the sound walls, privacy walls, monuments, and other entry way features.
124. Applicant shall submit for approval by the City a cross section for all subdivision trails prior to first final map.
125. The improvements plans shall include meandering of the concrete path along Road 25A as necessary to allow for trees to be planted on the north and south sides of the Bike Trail.

Improvements to control weeds and provide future irrigation connections to the future greenbelt along Harry Lorenzo Avenue on the west side of the property shall be included with adjacent final map. Methods and materials to be specified and included in Subdivision Landscape Plans.

Phasing

Exhibit C

126. Prior to first final map, OWNER shall submit a phasing plan for mapping the lots with a building plan for major infrastructure, including Road 25A, off site drainage channel and pond, Harry Lorenzo, north/south greenbelt, Marston bike path, and other required or necessary civil improvements. The phasing plan shall equitably distribute infrastructure burden between phases. The proposed phasing plan, final map boundaries, and street layout shall be reviewed and approved by the City for access, circulation, and equitable distribution of infrastructure prior to OWNER's submittal of first final map (either large lot map for sale, or small lot final map). Further phasing requirements are required in the conditions below; or in above conditions related to transportation and wet utilities. The current approved phasing plan is included in Attachment "____" Phasing Plan Matrix. The City Engineer shall have the ability to include "unforeseen" portions of improvements in a given phase for public safety reasons or the need for orderly development. If changes are desired to the phasing plan, a new plan may be submitted as long as it meets the following requirements:

- A. Each phased area shall have two points of access.
- B. Each phased area shall have looped water.
- C. Each phased area shall accommodate a storm drain plan for both run off and Water Quality Treatment (and temporary improvements as necessary).
- D. Phase 1B shall construct 25A from Parkland (including Round about) to Harry Lorenzo Avenue, Phase 2B. The Urban Forest wall and bike path along Road 25A shall be constructed with the applicable adjacent phase respectively (1B, 2B, 3B).
- E. Construction of the first Phase shall hydraulically connect the Regional Park Pond (unless determined unnecessary per conditions above) and grade it for treatment, inlet and outlet structures shall be designed to meet City drainage standards. Prior to start of design, applicant shall have a predesign meeting with the City's Utility and Development Engineers. On site drainage features (extension of ditch or pipe) along 25A, may be deferred until either 1B, or phase 2A, provided a comprehensive drainage phasing plan is provided to the City and approved by the City.

General Conditions

127. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City.
128. OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.

Exhibit C

129. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
130. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
131. Submit proposed Street names to Fire Department for approval with a copy to Engineering Division prior to improvement plan or final map submittal.
132. The OWNER shall conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Prior to the approval of any construction permits, grading permits or the improvement plan the existing well shall be abandoned, and prior to abandonment of the well the developer shall provide to the City permission from all recipients that receive water to abandon the well.
133. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study.
134. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, landscaping, and railroad crossing improvements.
135. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
136. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
137. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All

Exhibit C

reimbursement agreements shall be executed prior to final map approval.

138. If greater than 600 S.F. second units shall pay single family dwelling unit development fees.
139. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
140. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Reyna Pinon, Environmental Resource Analyst, at 661-2063 for more information.
141. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans
142. If conditions for the project require the owner to construct improvements which serve the entire City and are included in the City's Development Impact Fee Program, or other funded program; the applicant may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
143. Prior to approval of a final map Owner shall secure rights-of-way, rights of entry and any permits necessary to construct improvements required by the final map conditions of approval.

FIRE DEPARTMENT

144. Street Naming. Shall be coordinated with the Fire Department and Community Development. Street names shall be continued from adjacent development areas as appropriate.
145. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
146. Fire Flow. The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.

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147. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

BUILDING DIVISION

148. The project must meet all criteria and mandates for these adopted City codes or the most current code in effect at the time of submittal of building permit:
- a. 2013 California Building Code
 - b. 2013 California Plumbing Code
 - c. 2013 California Mechanical Code
 - d. 2013 California Electrical Code
 - e. 2013 Building Energy Efficiency Standards
 - f. 2013 California Green Building Code
 - g. The Code of the City of Woodland

NOTE: If project plans are submitted after January 1, 2017 design shall comply with the 2016 California Codes or codes in effect at the time of building permit.

149. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
150. All plans, computations and specifications to be prepared and designed by an architect or engineer or licensed by the State of California.
151. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
152. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others for compatibility with the design of the buildings.
153. A soils investigation report shall be provide as specified in section 1803.2 of the 2013 CBC or a review of an existing report by a license soils engineer.
154. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
155. Because this project is located in an area known to contain expansive soils and per *Woodland General Plan Policy Document, Part II, Policy 8.A.9*, **"The City shall require the use of**

Exhibit C

special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil." and per *CBC 1802.3.2*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1805.8.1* **and for concrete slab foundations** the design shall be in accordance with *CBC 1805.8.2* and *PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils* or *WRI/CRSI Design of Slab-on-Ground Foundations* and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California registered Civil or Structural Engineer or Architect** showing compliance. *Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1802.3.2 and CBC 1805.8*

156. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>.)
157. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

EXHIBIT “D”

(Development Impact Fees)

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of February 3, 2016, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD (Single Family Dwelling)	MFU (Multi-family Unit)
General City	\$854	\$712
Fire	\$1,317	\$986
Library	\$52	\$44
Police	\$1,126	\$939
Wastewater	\$6,179	\$5,151
Water	\$567	\$348
Parks & Recreational Facilities	\$3,902	\$3,251
Roads	\$5,694	\$4,154
Surface Water (a future fee for the development of surface water treatment facilities)	2,950	per project
MPFP Admin Fee (.75%)	\$170	\$117
Storm Drainage Facilities*	\$0	\$0

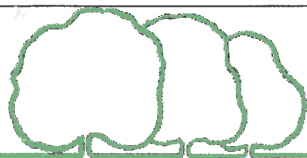
Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$42,916 and MF \$28,324 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00 for SFD and \$540 for MFU;
- Public transit capital fee of \$208.00/DUE for the construction of transit capital improvements
- Public transit operations fee of \$35 for SFD
- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFU

- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit

EXHIBIT “E”

(Letter Agreement)



City of Woodland

Community Development Department

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

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

Oyang Development Inc. c/o Bruce J. Bailey

MAILING ADDRESS:

1612 42nd Ave. E

CITY STATE ZIP CODE:

Seattle WA 98112

PHONE NUMBER:

(206) 403-1727

E-MAIL ADDRESS:

bbaileyaps@sccglobal.net

PROJECT APPLICANT

Bayless & Hicks c/o Steve Hicks

MAILING ADDRESS:

3500 Douglas Blvd., Suite 210

CITY STATE ZIP CODE:

Roseville, CA 95661

PHONE NUMBER:

(916) 240-2752

E-MAIL ADDRESS:

Steve@baylessandhicks.com

2. Application Requested

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

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

3. Project Description

Project Name:

Oyang South

Total Acres or Square Feet

77.3 Acres or 3,367,981 SQ. FT.

Site address or location:

Southeast and Southwest corners of future Pioneer Ave. and Marston Drive

Assessor's Parcel Number:

042-030-034

Is Your Project Located in a Flood Zone?

☐

Yes

☒

No

Does this request include signage?

☐

Yes

☒

No

4. Justification for Request



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

PLNG-15-00047

5. General Plan Amendment

Existing General Plan Designation

Very Low Density Res/High Density Res

Gross Acres

72.7 ac./4.6 ac.

Proposed General Plan Designation

Low Density Res

Gross Acres

77.3 ac.

6. Zoning Amendment

Existing Land Use Zone

SLSP

Gross Acres

77.3 ac.

Proposed Land Use Zone

SLSP

Gross Acres

77.3 ac.

7. Residential Development

No. of residential units are being requested? 242

Single Family 242 Half-plex _____

Duplex _____ Apartments _____

Condominiums _____ Other _____

Townhomes _____ Total Units 242

No. of lots will be created by this project? 261

Do you intend to market the units for sale?

☒ YES ☐ No

Do you intend to market the units for rent?

☐ YES ☒ No

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

N/A

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

N/A

9. Authority to File Application

Check one:



Property Ownership



Power of Attorney*



Contract to Purchase*



Other

Specify _____

* Attach Evidence of Authority

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

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

Date Received Stamp Here

Applicant: _____

Date

Legal Owner: _____

Date

Legal Owner: _____

Date

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____



Oyang South Project Description

On behalf of Oyang Development Inc., we are pleased to submit an entitlement application for Oyang South. The 77.3 Gross Acre property is located at the southeast and southwest intersection of Pioneer Avenue and Marston Drive within the Spring Lake Specific Plan. The site is currently designated as Very Low Density (1.0-4.0 du/gross ac.) and High Density (16.0-25.0 du/gross ac.) on the General Plan Land Use Map, Spring Lake Specific Plan (SLSP) on the City's Zoning Map and R-3 (1-3 du/ac) and R-25 (23-25 du/ac) on the SLSP Land Use Plan.

This application seeks approval of a General Plan Amendment, Specific Plan Amendment, Tentative Subdivision Map & Tree Plan to allow development of (83) 60'x105', (82) 65'x110' and (77) 70'x110' Single Family lots on 77.3 gross acres. The project includes (6) paseo lots to facilitate pedestrian connectivity within the single family neighborhoods, and (2) Open Space Drainage/Drainage Lots along the east boundary that include a 10' wide Class 1 Pathway & Drainage Swale. Additionally, (11) Landscape Lots are sited to provide pedestrian access to Marston Drive and to provide landscape features at the entries to Villages 1 and 2. A Tree Plan is included to facilitate development of this property consistent with the SLSP.

The proposed General Plan designation is Low Density (3.0-8.0 du/gross ac). The prior high density site is proposed for re-location to the Oyang North property (separate entitlement application) in order to take advantage of the proximity to Highway 113 and East Gibson Road which is served by Yolobus Routes 42A , 42B and 242 providing access to Woodland, Sacramento International Airport, downtown Sacramento and UC Davis. Further justification for this request is provided below.

The Specific Plan Amendment will re-designate the land uses as R-3 (1-3 du/ac.) and R-4 (>3-4 du/ac.) respectively. As noted above, the previous R-25 Land Use is proposed (by separate entitlement application) for re-location to the Oyang North Property at Highway 113 and East Gibson Road in order to take advantage of the proximity to Highway 113 and East Gibson Road. The intent of the Specific Plan Amendment is to preserve a diversity of housing choices within the SLSP while placing higher density land uses in their appropriate location adjacent to high volume streets and highways with transit service.

The Tentative Subdivision Map will subdivide the property into 242 single family residential lots along with Landscape, Paseo and Open Space/Drainage lots as described above. A total of 261 Parcels will be created by the Tentative Subdivision Map. The applicant intends to phase development of the plan and will work collaboratively with City Staff to determine appropriate phasing within the course of this entitlement application.

A Tree Plan has been prepared consistent with Chapter 20A of the Woodland City Code. There are 9 trees located within the property that are >5" Diameter at Breast Height (DBH). All of these are California Black Walnut trees and are proposed for removal due to either their location within the future Road 25A right-of-way or to facilitate pad grading required to build the subdivision. An Arborist Report is included in the application.

We believe this submittal provides sufficient detail to begin processing the application and preparing a Staff Report but if further information or clarification is needed, please do not hesitate to contact the Applicant or Engineering Team.

OYANG SOUTH LOT SIZE DEVELOPMENT CHART
VILLAGE 1

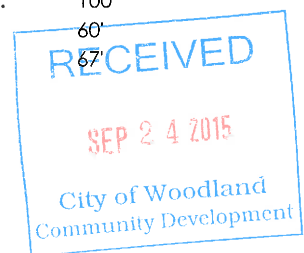
VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	7004	105	66	43	6644	111	60
2	6631	110	60	44	7151	120	60
3	7555	103	70	45	7002	116	60
4	7616	101	70	46	8183	118	70
5	6600	110	60	47	7934	116	70
6	6600	110	60	48	7002	117	60
7	6468	110	60	49	6832	113	60
8	6462	104	65	50	6410	107	60
9	14271	120	75	51	6915	105	64
10	8855	108	87	52	6975	107	64
11	6479	105	60	53	6992	122	60
12	7150	110	65	54	8411	141	60
13	6600	110	60	55	8958	149	60
14	7385	100	61	56	11007	158	70
15	7776	100	64	57	9677	140	70
16	6600	110	60	58	8448	140	60
17	7150	110	65	59	8285	138	60
18	6600	110	60	60	7134	122	60
19	7150	110	65	61	7023	108	64
20	6600	110	60	62	8556	105	82
21	6602	100	65	63	6972	105	66
22	10631	124	100	64	7137	105	68
23	14774	136	100	65	8649	105	86
24	7803	118	68	66	9821	105	91
25	7979	122	65	67	6825	105	65
26	6517	121	70	68	6825	105	65
27	8409	120	70	69	7276	105	69
28	7737	119	65	70	6825	105	65
29	8343	118	70	71	6825	105	65
30	7334	110	65	72	7568	105	73
31	7628	102	72	73	7568	105	73
32	6895	103	65	74	6825	105	65
33	6784	114	60	75	6825	105	65
34	7208	120	60	76	7276	105	69
35	6610	110	60	77	6825	105	65
36	7226	105	70	78	6825	105	65
37	7492	110	70	79	8003	105	80
38	6680	112	60	80	8701	105	81
39	6809	112	60	81	7957	105	76
40	6382	105	60	82	7927	105	75
41	6723	100	65	83	8390	105	81
42	6736	101	64				
SUB-TOTAL	316,854 SF	4638	2797	SUB-TOTAL	313,384 SF	4658	2782

TOTAL SQUARE FEET: 630,238 SF

MAX LOT SIZE: 14,774 SF
MIN. LOT SIZE: 6,382 SF
AVE. LOT SIZE: 7,593 SF

MAX LOT DEPTH: 158'
MIN. LOT DEPTH: 100'
AVE. LOT DEPTH: 112'

MAX. LOT WIDTH: 100'
MIN. LOT WIDTH: 60'
AVE. LOT WIDTH: 67'



OYANG SOUTH LOT SIZE DEVELOPMENT CHART

VILLAGE 2

VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	9135	115	68	44	7150	110	65
2	8979	123	73	45	7480	110	68
3	8979	123	73	46	7150	110	65
4	8610	123	70	47	8154	110	75
5	8979	123	73	48	8138	110	75
6	11768	106	95	49	7150	110	65
7	11256	138	77	50	7150	110	65
8	10163	139	72	51	7150	110	65
9	9321	129	72	52	7480	110	68
10	8328	116	72	53	7150	110	65
11	7975	116	68	54	7150	110	65
12	8744	110	80	55	7480	110	68
13	7824	110	71	56	7150	110	65
14	8610	110	79	57	8274	110	76
15	8694	117	75	58	8167	110	75
16	9263	124	73	59	7150	110	65
17	9564	129	74	60	7480	110	68
18	9565	133	69	61	7150	110	65
19	11749	133	76	62	7150	110	65
20	9030	104	75	63	7480	110	68
21	8081	113	73	64	7150	110	65
22	8288	114	66	65	7150	110	65
23	9187	120	74	66	7150	110	65
24	9288	124	73	67	8138	110	75
25	8964	110	82	68	7940	114	70
26	8430	110	77	69	8184	114	72
27	8832	110	81	70	7837	114	69
28	8154	110	75	71	8178	114	72
29	7150	110	65	72	7837	114	69
30	7480	110	68	73	8291	114	73
31	7150	110	65	74	7951	114	70
32	7480	110	68	75	7723	114	68
33	7150	110	65	76	7323	110	65
34	7150	110	65	77	7865	109	76
35	7480	110	68	78	17910	127	113
36	7150	110	65	79	10357	122	93
37	8399	110	77	80	8325	123	68
38	8212	110	75	81	7989	123	65
39	7150	110	65	82	8364	123	68
40	7480	110	68	83	7995	123	65
41	7150	110	65	84	8364	123	68
42	7150	110	65	85	8950	115	65
43	7480	110	68				
SUBTOTAL	366,971 SF	4982	3098	SUBTOTAL	335,754 SF	4750	2935

TOTAL SQUARE FEET: 702,725 SF

MAX LOT SIZE: 17,910 SF
MIN. LOT SIZE: 7,150 SF
AVE. LOT SIZE: 8,267 SF

MAX LOT DEPTH: 139'
MIN. LOT DEPTH: 104'
AVE. LOT DEPTH: 115'

MAX. LOT WIDTH: 113'
MIN. LOT WIDTH: 65'
AVE. LOT DEPTH: 71'

OYANG SOUTH LOT SIZE DEVELOPMENT CHART

VILLAGE 3

VILLAGE 3 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 3 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	8933	107	80	42	7700	110	70
2	7519	107	70	43	8250	110	75
3	7951	114	70	44	7700	110	70
4	7951	114	70	45	8676	110	80
5	8519	114	75	46	10532	116	90
6	7951	114	70	47	8965	116	79
7	7951	114	70	48	9344	110	82
8	7951	114	70	49	10941	122	94
9	8519	114	75	50	12405	129	100
10	7951	114	70	51	8631	111	78
11	9226	110	85	52	8832	115	78
12	7700	110	70	53	10142	120	81
13	7700	110	70	54	9096	112	82
14	7700	110	70	55	8417	110	77
15	8250	110	75	56	9042	110	84
16	7700	110	70	57	9685	119	82
17	7700	110	70	58	8154	113	72
18	7700	110	70	59	9230	110	82
19	9401	110	86	60	12658	129	100
20	9214	110	85	61	12396	130	98
21	7700	110	70	62	8513	110	77
22	7700	110	70	63	8625	110	78
23	7700	110	70	64	8353	110	74
24	8250	110	75	65	9083	115	78
25	7700	110	70	66	7700	110	70
26	7700	110	70	67	8676	110	80
27	7700	110	70	68	9039	113	81
28	9226	110	85	69	8518	110	77
29	8676	110	80	70	8545	112	77
30	7700	110	70	71	12478	130	101
31	8250	110	75	72	11914	130	91
32	7700	110	70	73	8607	110	78
33	7700	110	70	74	8649	111	77
34	7700	110	70	75	8899	112	77
35	8250	110	75	76	8780	111	80
36	7700	110	70	77	8779	120	73
37	8913	110	83	78	10959	132	80
38	13312	161	82	79	8460	114	74
39	8202	108	75	80	8407	111	76
40	7700	110	70	81	9149	110	83
41	7700	110	70	82	12276	130	97
SUBTOTAL	336,666 SF	4585	3011	SUBTOTAL	385,205 SF	4733	3333

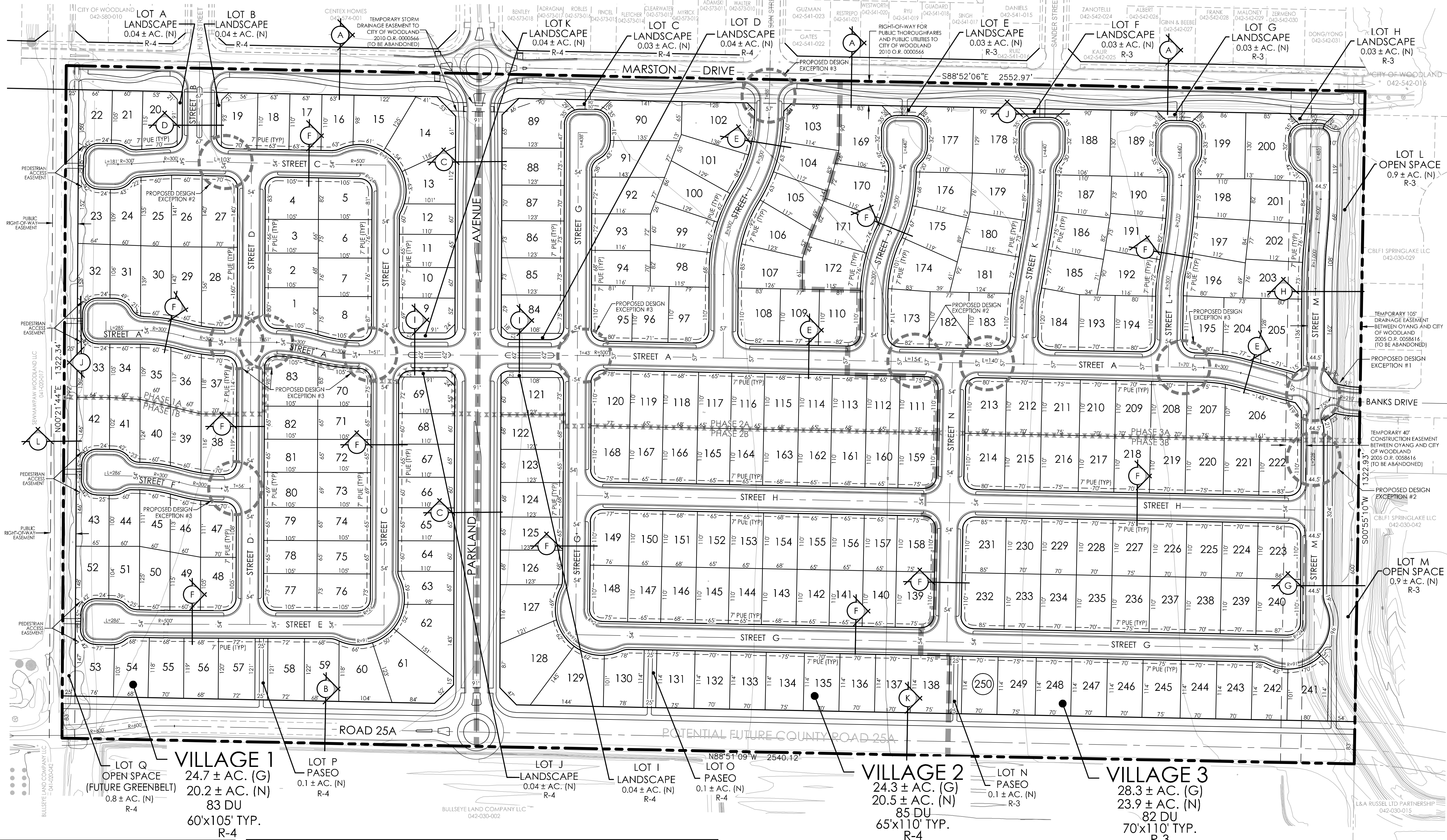
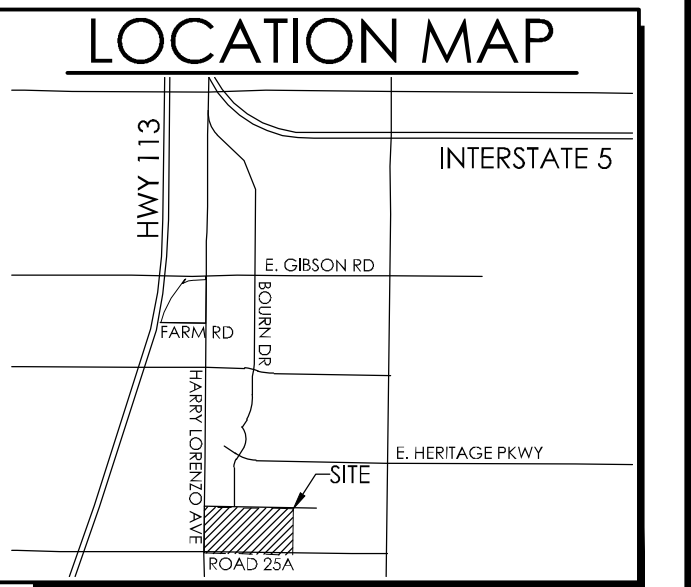
TOTAL SQUARE FEET: 721,871 SF

MAX LOT SIZE: 12,658 SF
MIN. LOT SIZE: 7,519 SF
AVE. LOT SIZE: 8,803 SF

MAX LOT DEPTH: 161'
MIN. LOT DEPTH: 107'
AVE. LOT DEPTH: 114'

MAX. LOT WIDTH: 101'
MIN. LOT WIDTH: 70'
AVE. LOT DEPTH: 77'

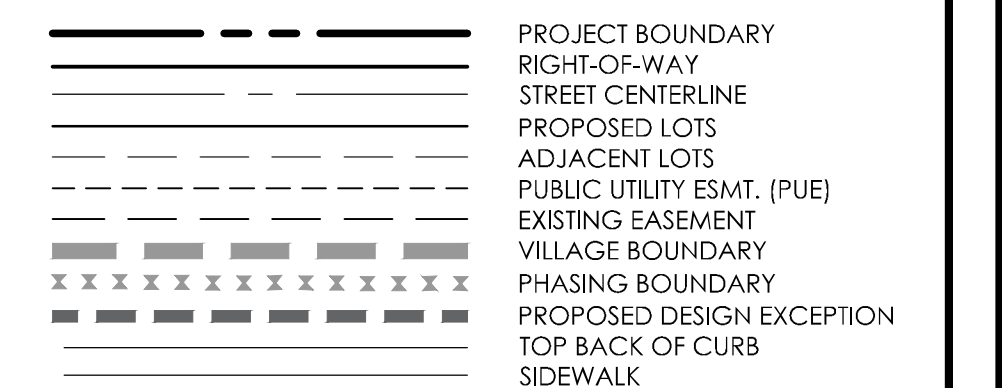
TENTATIVE SUBDIVISION MAP
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 1 OF 6
MAP #5092



PROJECT NOTES

- RECORD OWNER: OYANG DEVELOPMENT INC., 1612 42ND AVE. E, SEATTLE, WA 98112, CONTACT: BRUCE J. BAILEY, PHONE: (206) 403-1727
- APPLICANT: BAYLESS & HICKS, 3500 DOUGLAS BLVD., #201, ROSELIE, CA 95661, CONTACT: STEVE HICKS, PHONE: (916) 789-2421
- PLANNER/ENGINEER: WOOD RODGERS INC., 3301 "C" STREET, BLDG. 100B, SACRAMENTO, CA 95816, CONTACT: TIMOTHY DENHAM, AICP, PHIL TAYLOR, PE 71802, PHONE: (916) 341-7760
- ASSESSOR'S PARCEL NUMBERS: 042-030-034
- AREA: 77.3 ± ACRES GROSS
- NUMBER OF PARCELS: 250 SINGLE FAMILY LOTS, 11 LANDSCAPE LOTS, 3 OPEN SPACE LOTS, 3 PASEO LOTS
- 267 PARCELS TOTAL
- RESIDENTIAL LOT SIZE SUMMARY:
- VILLAGE 1: MAX: 14,774 SF, MIN: 6,382 SF, AVE: 7,745 SF
- VILLAGE 2: MAX: 15,167 SF, MIN: 7,150 SF, AVE: 8,306 SF
- VILLAGE 3: MAX: 12,658 SF, MIN: 7,519 SF, AVE: 8,803 SF
- EXISTING USE: AGRICULTURE
- PROPOSED USE: SEE LAND USE SUMMARY
- EXISTING GENERAL PLAN: VERY LOW DENSITY (1.0-4.0 DU/GROSS ACRE), HIGH DENSITY (16.0-25.0 DU/GROSS ACRE)
- PROPOSED GENERAL PLAN: LOW DENSITY (3.0-8.0 DU/GROSS ACRE)
- EXISTING/PROPOSED ZONING: SPRING LAKE SPECIFIC PLAN
- EXISTING SPECIFIC PLAN: SINGLE FAMILY RESIDENTIAL/ R-3, MULTI-FAMILY RESIDENTIAL/ R-25, GREENBELT/ LANDSCAPED AREAS
- PROPOSED SPECIFIC PLAN: SINGLE FAMILY RESIDENTIAL/ R-3, SINGLE FAMILY RESIDENTIAL/ R-4
- PARK DISTRICT: CITY OF WOODLAND
- FIRE PROTECTION: SPRING LAKE FIRE PROTECTION DISTRICT
- SCHOOL DISTRICT: WOODLAND JOINT UNIFIED SCHOOL DISTRICT
- SEWER: CITY OF WOODLAND
- STORM DRAIN: CITY OF WOODLAND
- WATER: CITY OF WOODLAND
- ELECTRICITY: PG&E, GAS: PG&E
- SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. PHASING TO BE DETERMINED.
 - EXISTING TOPOGRAPHY PROVIDED BY SYNERGY MAPPING, INC. AND WAS FLOWN ON APRIL 27, 2015.
 - UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.
 - OWNER WILL DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY NECESSARY TO PROVIDE ALL UTILITIES.
 - ALL INTERNAL STREETS WILL HAVE A DEDICATED PUBLIC UTILITY EASEMENT MEASURED FROM THE RIGHT-OF-WAY AS SHOWN ON THE STREET SECTIONS.
 - THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
 - SEE SHEET 4 (TREE PLAN) FOR SPECIFIC INFORMATION ON PRESERVATION AND REMOVAL OF TREES.
 - THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
 - THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.
 - THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.
 - STREET NAMES SHOWN WITH LETTER CALLOUT ARE FOR TENTATIVE MAP PURPOSES ONLY.
 - RESIDENTIAL BUILDING SETBACKS WILL COMPLY WITH SPRING LAKE SPECIFIC PLAN DESIGN STANDARDS.

LEGEND



LAND USE COMPARISON CHART

EXISTING			DENSITY	PROPOSED				
SPECIFIC PLAN			PERMITTED	TENTATIVE SUBDIVISION MAP				
SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS	BASED ON NET ACREAGE	VILLAGE/ LOT	LAND USE	SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS
R-3	64.4	193	64-193	VILLAGE 1	SF RESIDENTIAL	R-4	20.2	83
R-25	4.5	112	90-112	VILLAGE 2	SF RESIDENTIAL	R-3	20.5	85
				VILLAGE 3	SF RESIDENTIAL	R-4	23.9	82
				L-M	OPEN SPACE	R-3	1.8	-
				Q	OPEN SPACE	R-4	0.8	-
RW	8.4	-	-	RW	RIGHT-OF-WAY	-	10.1	-
	77.3	305	154-305				77.3	250
	ACRES	UNITS	UNITS				ACRES	UNITS

INTERSECTION CURB RADII TABLE

INTERSECTION TYPE	RADII AT CURB FACE
LOCAL TO LOCAL	34'
LOCAL TO BANKS DR	25'
LOCAL TO MARSTON DR	35'
PARKLAND TO MARSTON DR	VARIES
PARKLAND TO ROAD 25A	VARIES

PROPOSED DESIGN EXCEPTIONS

- INTERSECTION ANGLE IS GREATER THAN 4° DEVIATION FROM 90°.
- DISTANCE BETWEEN CENTER LINES IS LESS THAN 240'.
- SUBSTANDARD TANGENT AT INTERSECTION.

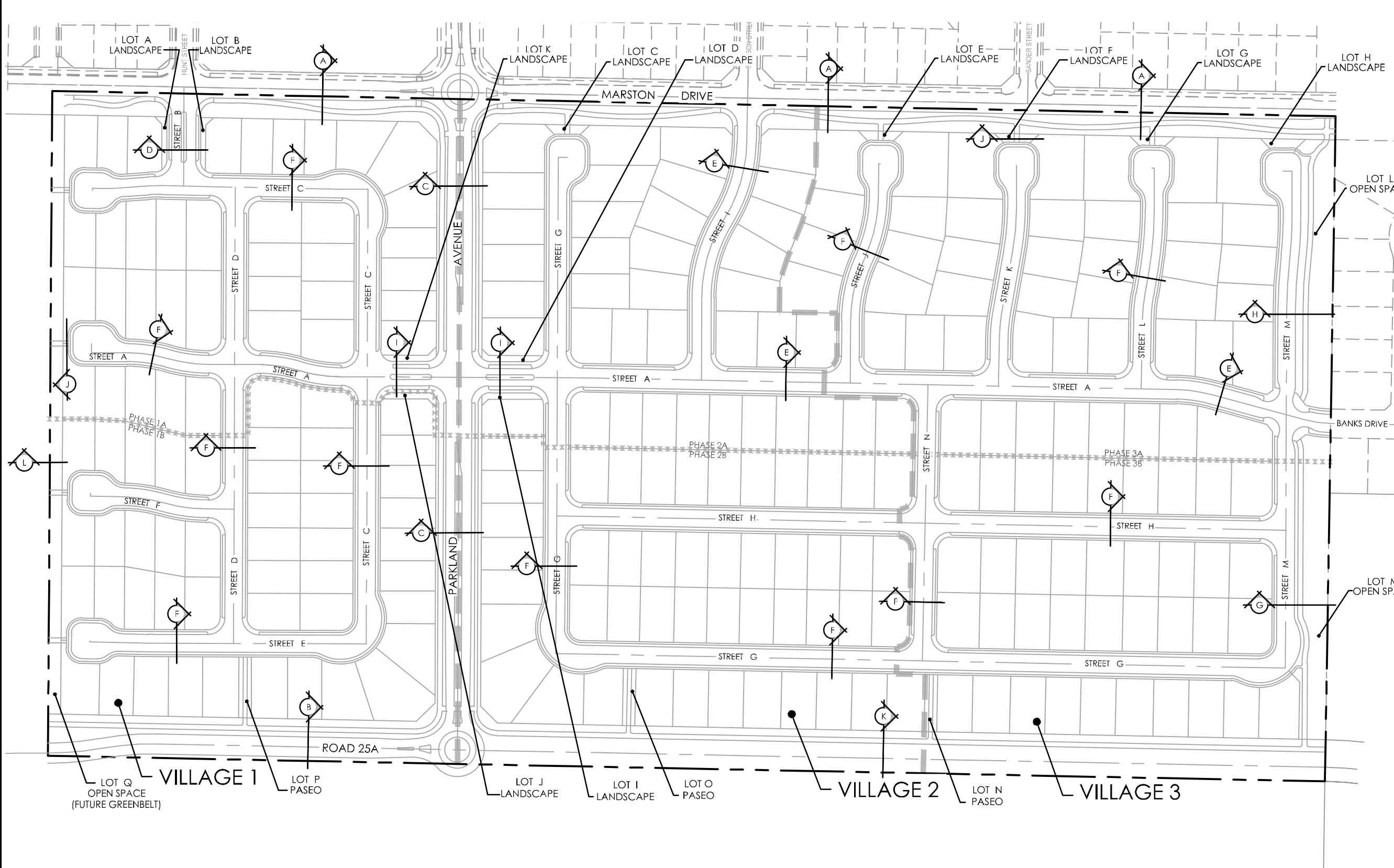
SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- STREET SECTION DETAILS	NTS
3	TSM- GRADING & DRAINAGE PLAN	1"=100'
4	TSM- SEWER & WATER PLAN	1"=100'
5	TSM- TREE PLAN & FENCING PLAN	1"=100'
6	TSM- PHASING PLAN	1"=100'

LAND USE SUMMARY

VILLAGE/ LOT NO.	GENERAL PLAN/ ZONING DESIGNATION/ SLSP-DESIGNATION	USE	LOT SIZE	ACRES (G)	ACRES (N)	DWELLING UNITS	GROSS DENSITY
1	LOW DENSITY/SLSP/R-4	SINGLE-FAMILY RES.	40'X105'	24.7	20.2	83	3.4 ²
2	LOW DENSITY/SLSP/R-4	SINGLE-FAMILY RES.	65'X110'	24.3	20.5	85	3.5 ³
3	LOW DENSITY/SLSP/R-3	SINGLE-FAMILY RES.	70'X110'	28.3	23.9	82	2.9 ⁴
L-M	LOW DENSITY/SLSP/R-3	OPEN SPACE/ DRAINAGE	-	-	1.8	-	-
Q	LOW DENSITY/SLSP/R-4	OPEN SPACE/FUTURE GREENBELT	-	-	0.8	-	-
RW	-	MAJOR RIGHT-OF-WAY	-	-	10.1	-	-
TOTALS	-	-	-	77.3	77.3	250	-

- VILLAGE 1, 2 & 3 NET ACREAGE EXCLUDES MARSTON DRIVE, PARKLAND AVENUE, ROAD 25A AND LOTS L & M.
- NET DENSITY FOR VILLAGE 1 INCLUDES LOTS A, B, J, K, P, AND INTERNAL RIGHT-OF-WAYS. (83DU + 20.22AC = 4.10 DU/AC(N))
- NET DENSITY FOR VILLAGE 2 INCLUDES LOTS C, D, I, Q AND INTERNAL RIGHT-OF-WAYS. (85DU + 20.50AC = 4.15 DU/AC(N))
- NET DENSITY FOR VILLAGE 3 INCLUDES LOTS E, F, G, H, N AND INTERNAL RIGHT-OF-WAYS. (82DU + 23.92AC = 3.43 DU/AC(N))
- LOTS A-Q ARE DEDICATED TO BE PUBLIC PROPERTY LOTS.

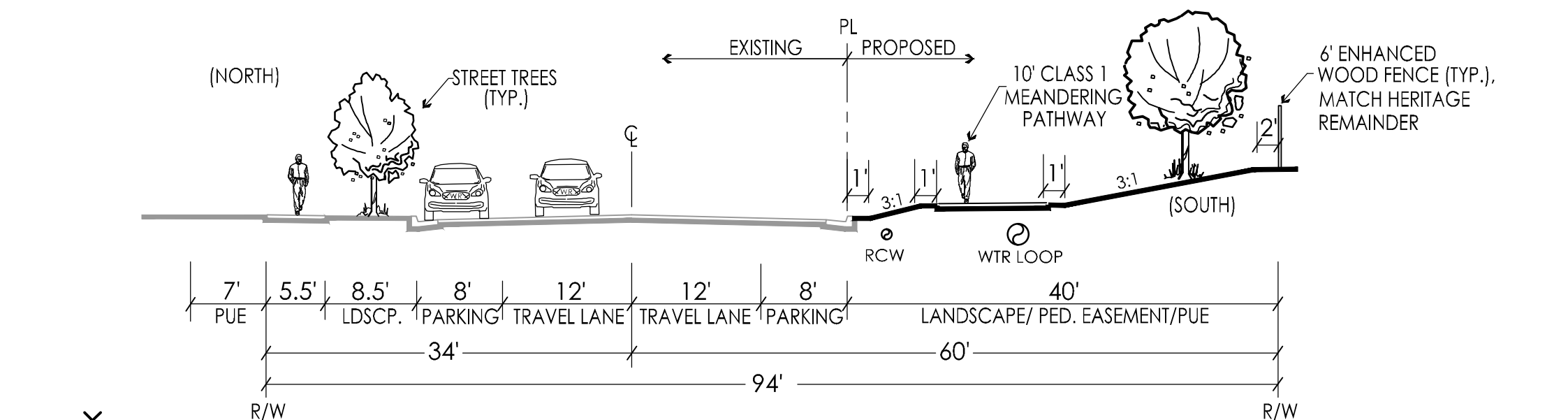
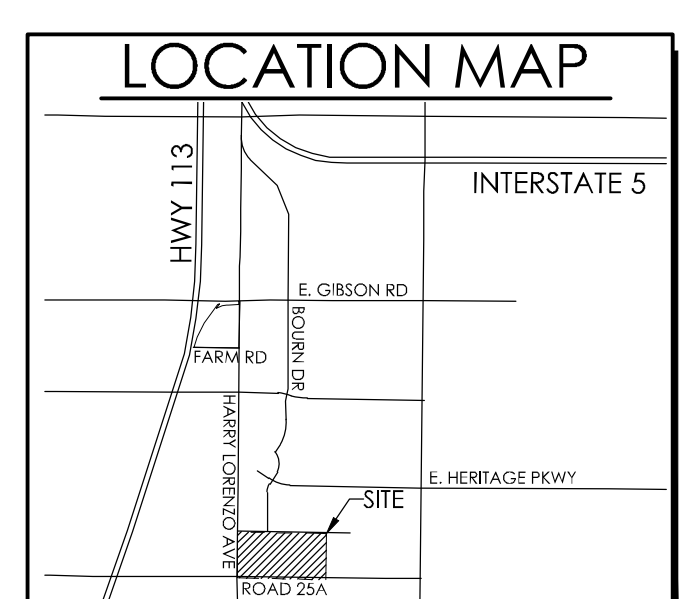


TENTATIVE SUBDIVISION MAP

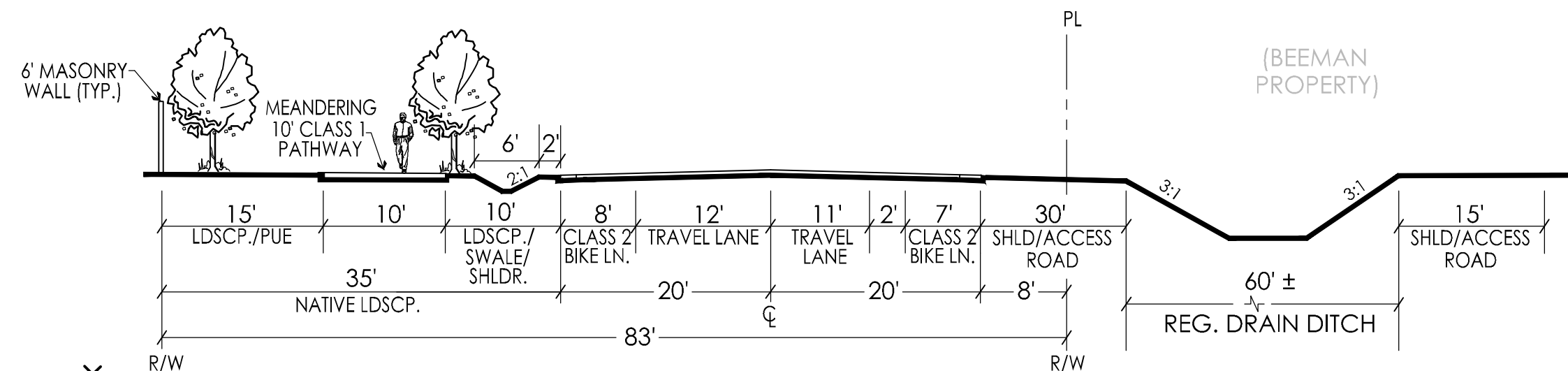
STREET SECTION DETAILS

OYANG SOUTH

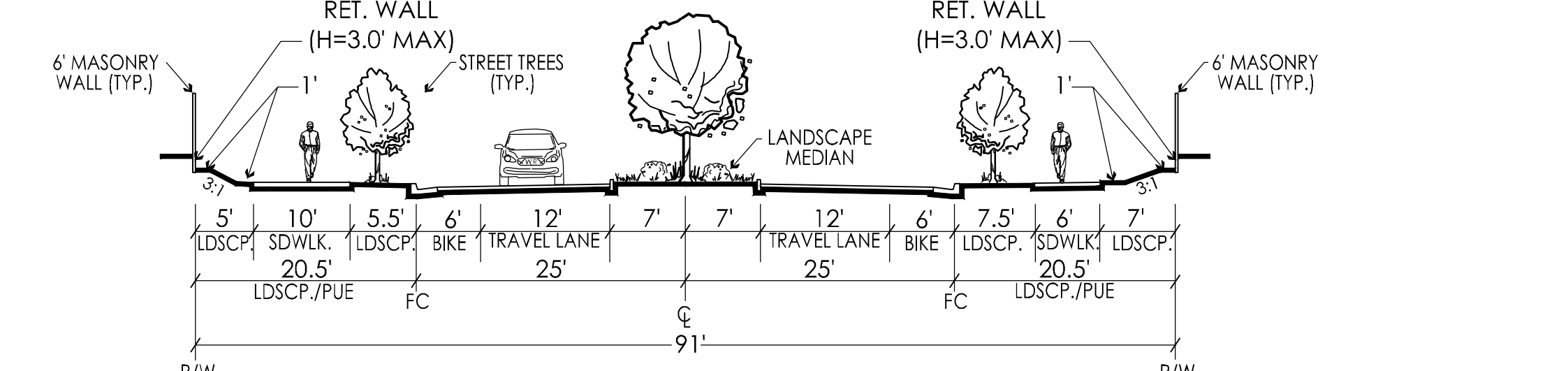
CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 2 OF 6
MAP #5092



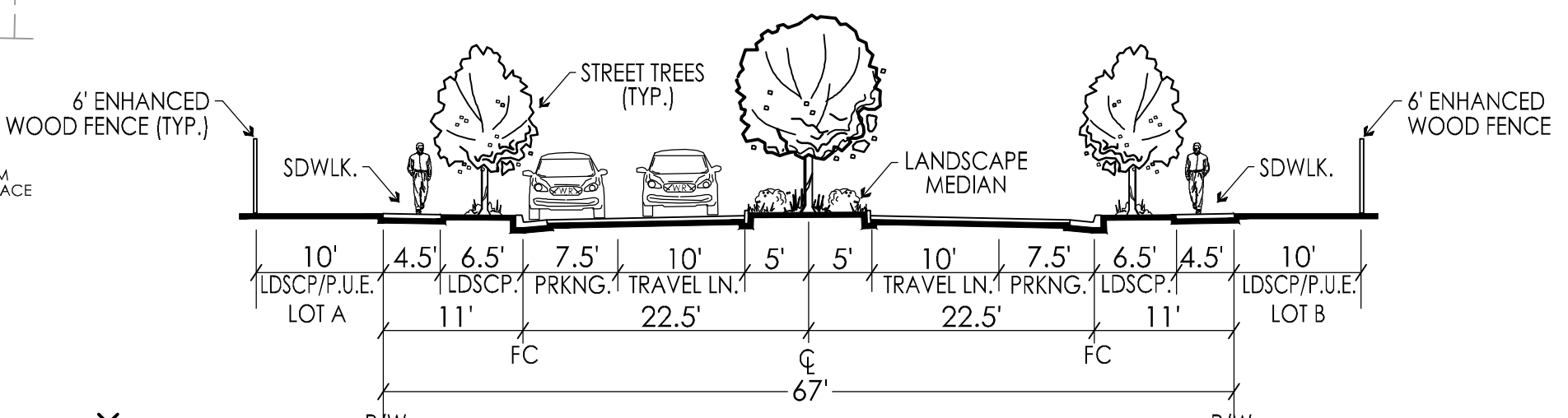
A MARSTON DRIVE
94' STREET SECTION NOT TO SCALE



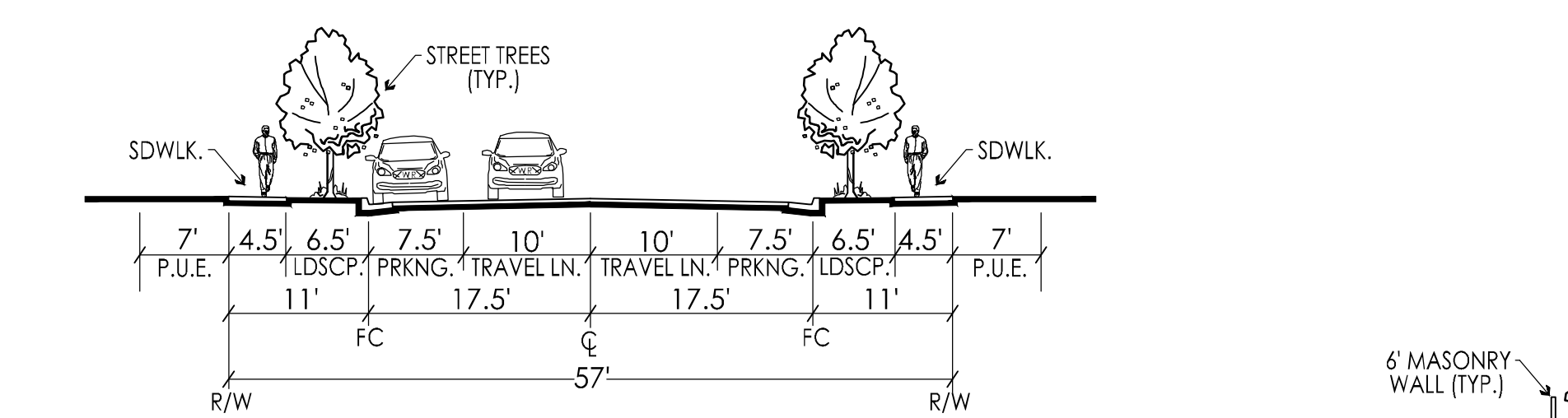
B ROAD 25A (COLLECTOR)
83' STREET SECTION NOT TO SCALE



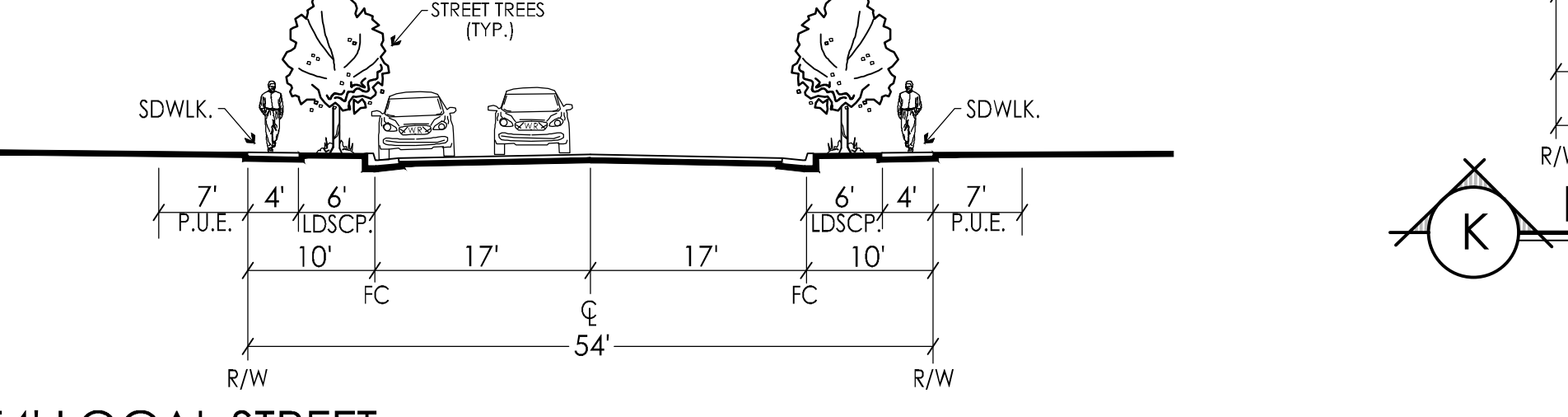
C PARKLAND AVENUE
91' STREET SECTION NOT TO SCALE



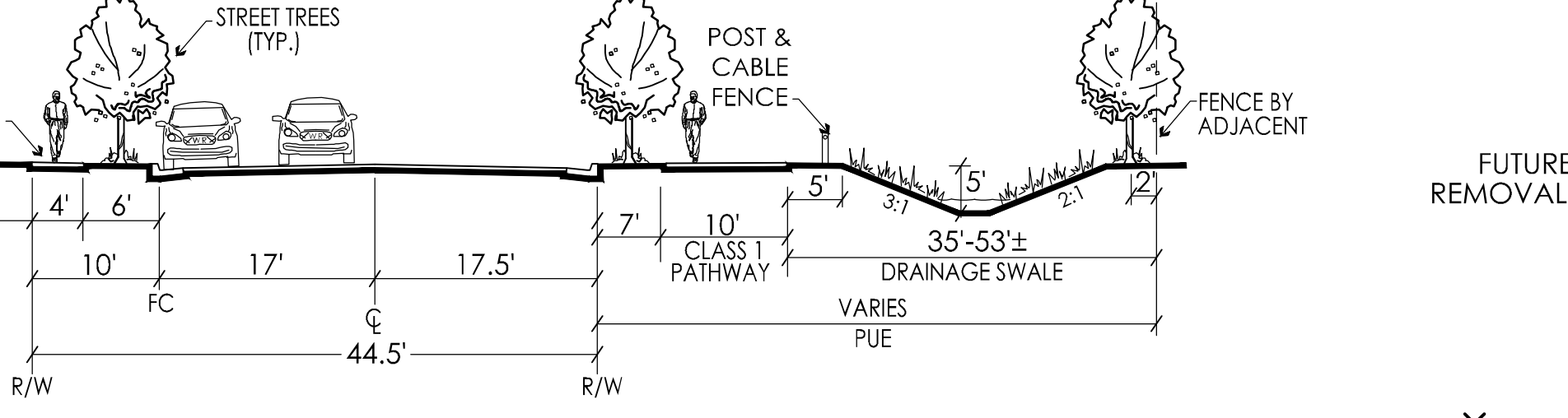
D 57' LOCAL STREET WITH MEDIAN - STREET B
67' STREET SECTION NOT TO SCALE



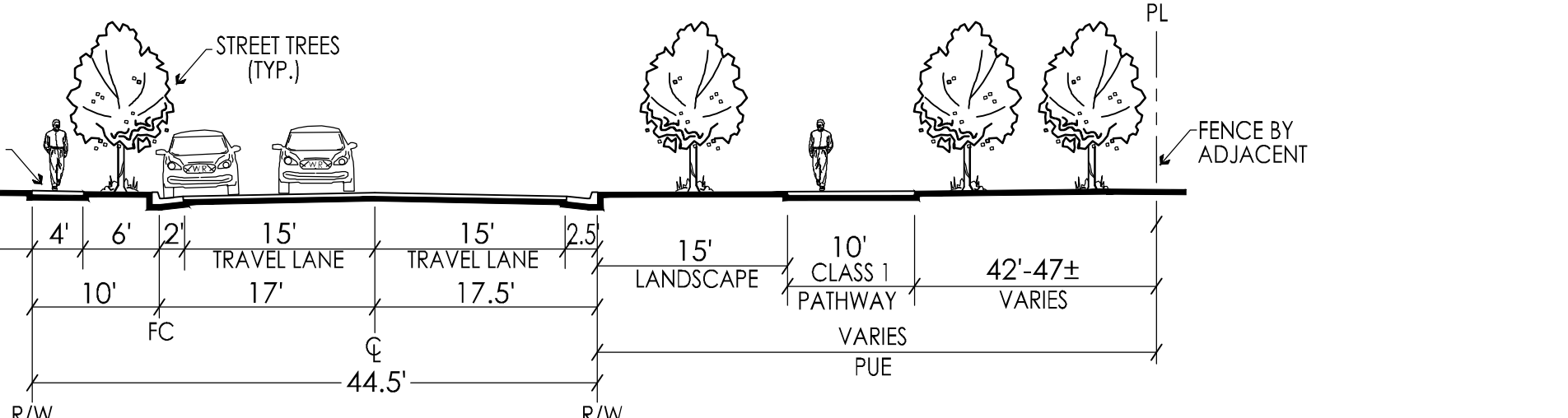
E 57' LOCAL STREET
57' STREET SECTION NOT TO SCALE



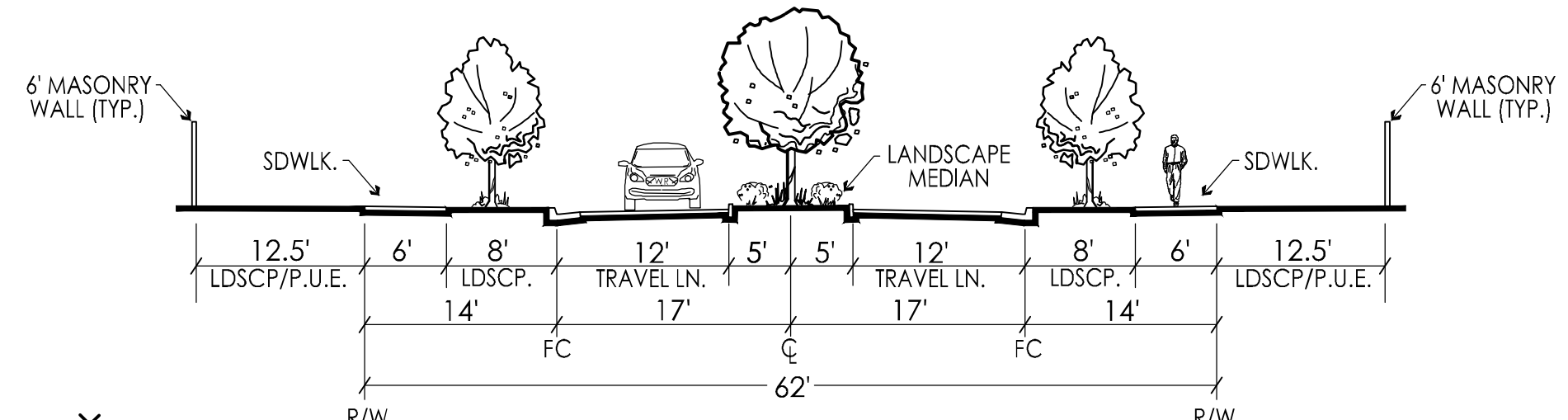
F 54' LOCAL STREET
54' STREET SECTION NOT TO SCALE



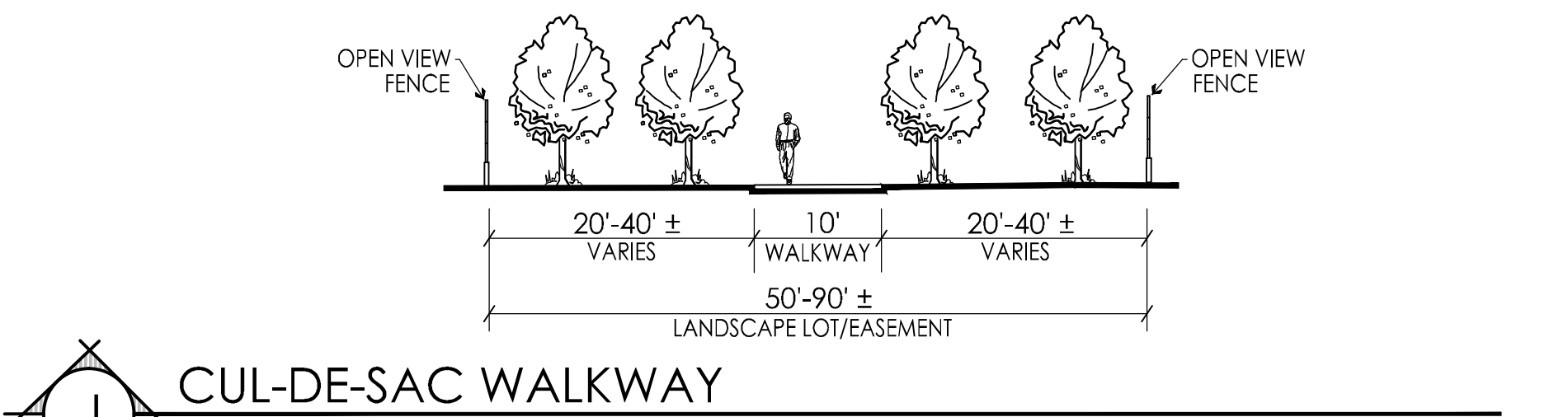
G LOCAL STREET- ADJACENT TO OPEN SPACE
44.5' STREET SECTION NOT TO SCALE



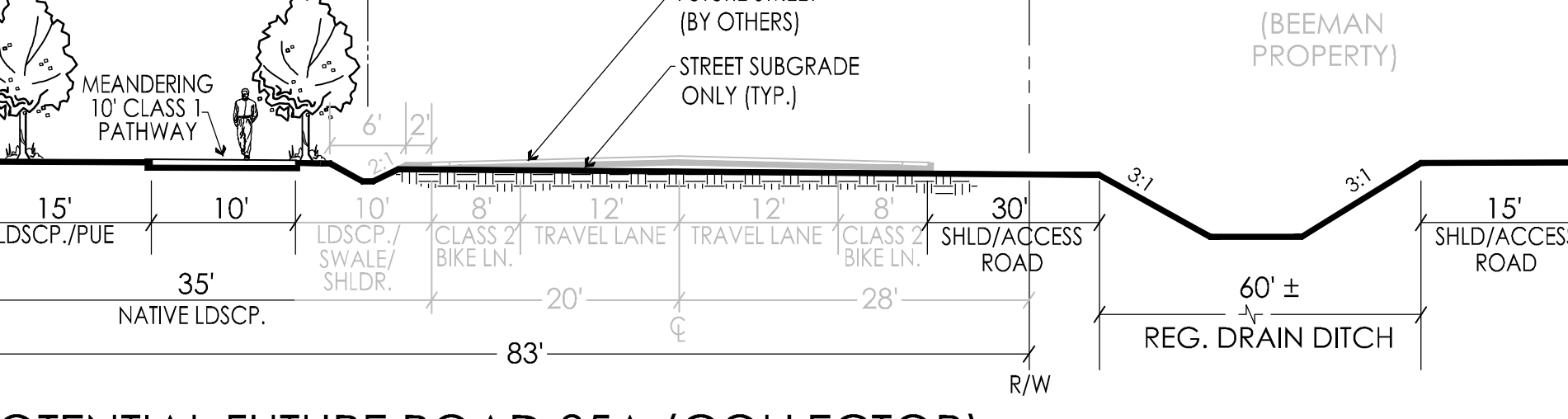
H LOCAL STREET- ADJACENT TO OPEN SPACE
44.5' STREET SECTION NOT TO SCALE



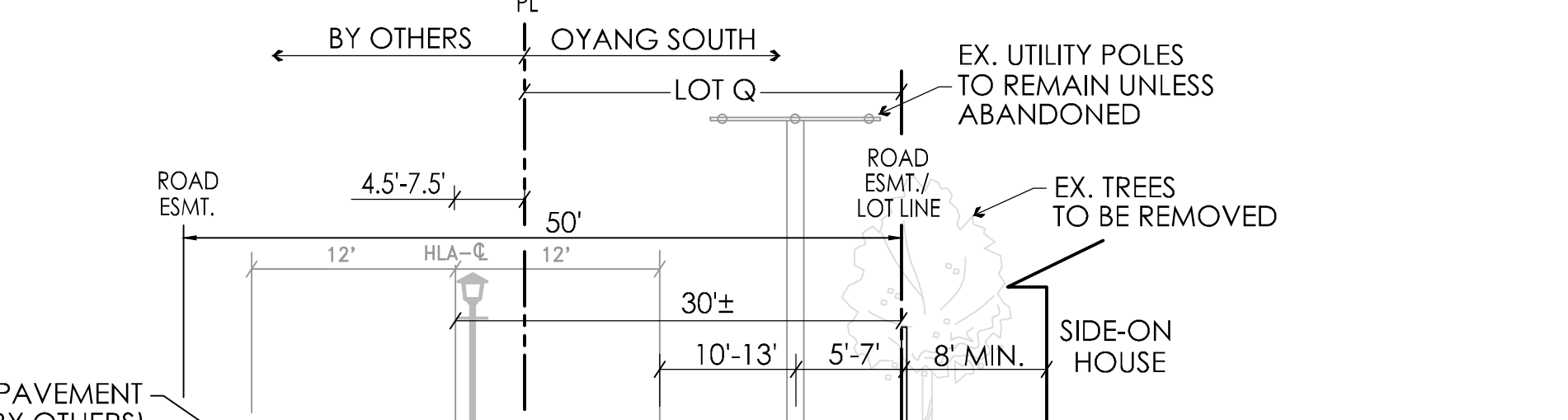
I 62' LOCAL STREET WITH MEDIAN
62' STREET SECTION NOT TO SCALE



J CUL-DE-SAC WALKWAY
10' WALKWAY NOT TO SCALE

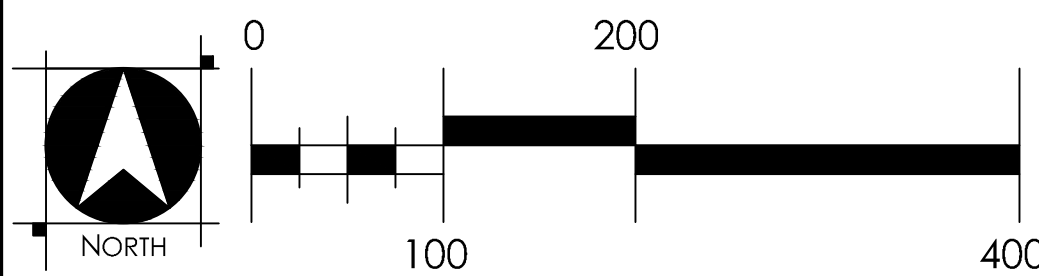


K POTENTIAL FUTURE ROAD 25A (COLLECTOR)
83' STREET SECTION NOT TO SCALE



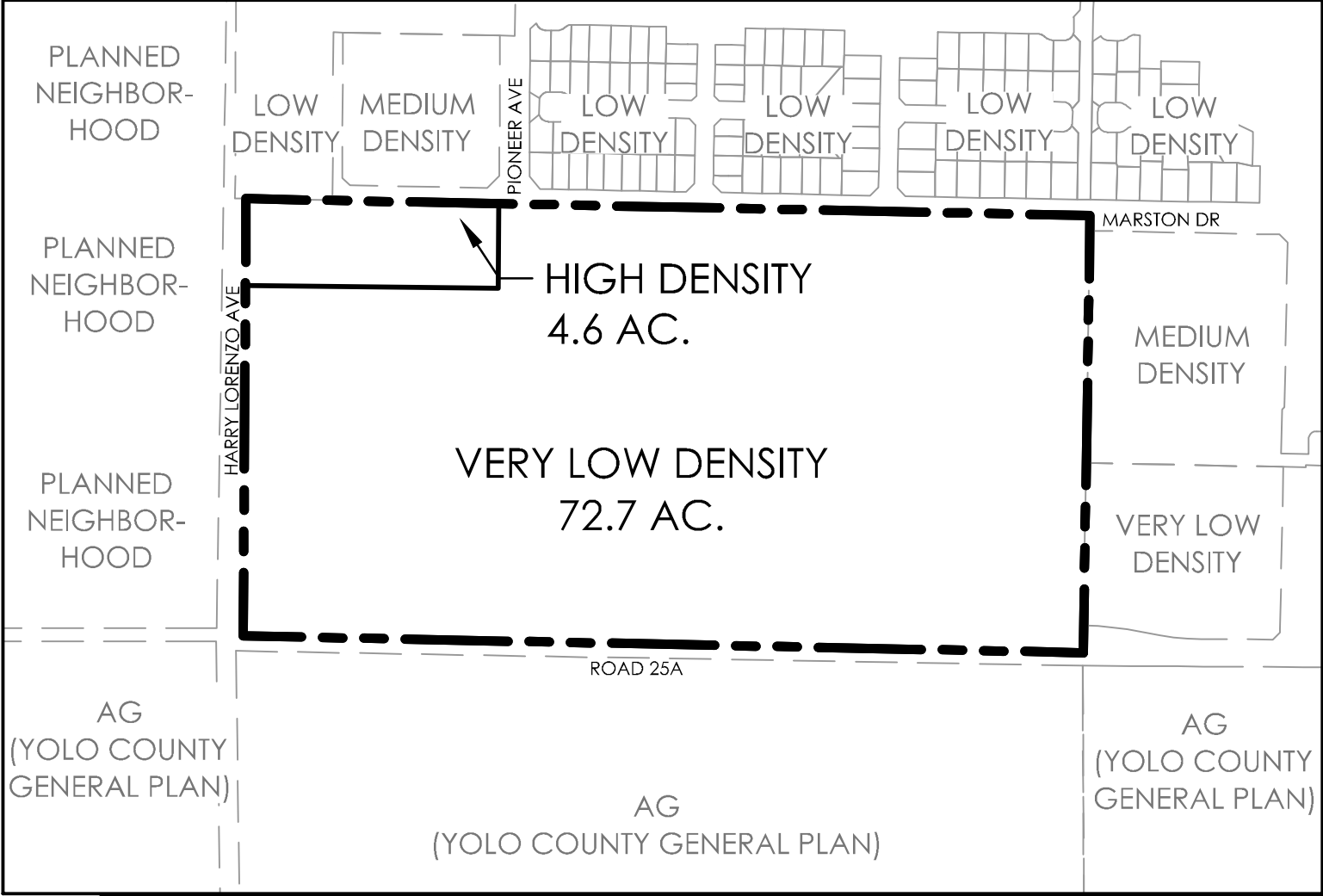
L HARRY LORENZO AVENUE
NOT TO SCALE

SHEET INDEX		
SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
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6	TSM- PHASING PLAN	1"=100'

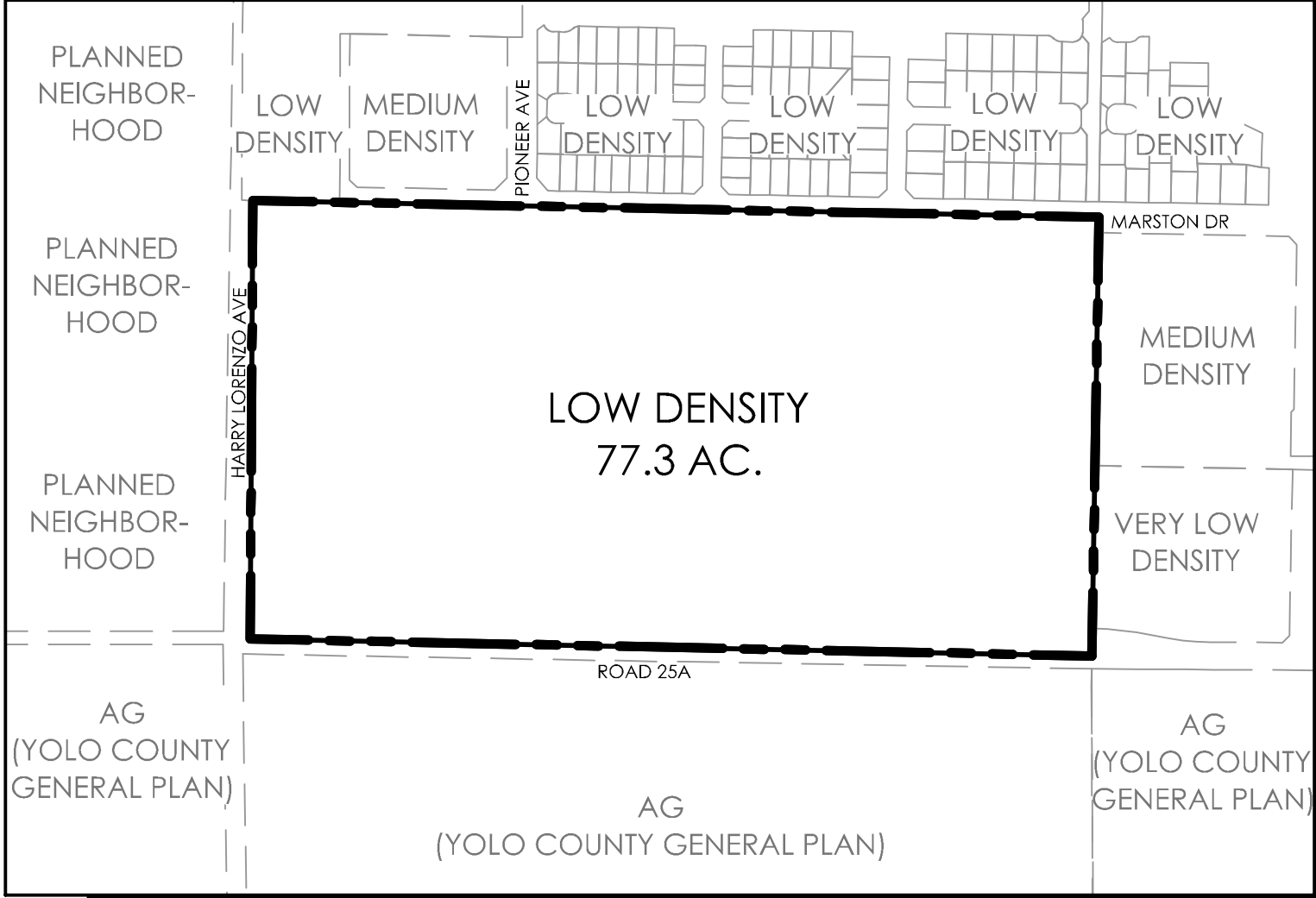


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GENERAL PLAN AMENDMENT EXHIBIT
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 3, 2016



EXISTING GENERAL PLAN

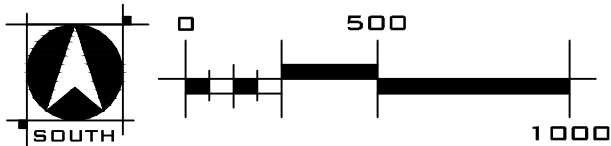


PROPOSED GENERAL PLAN

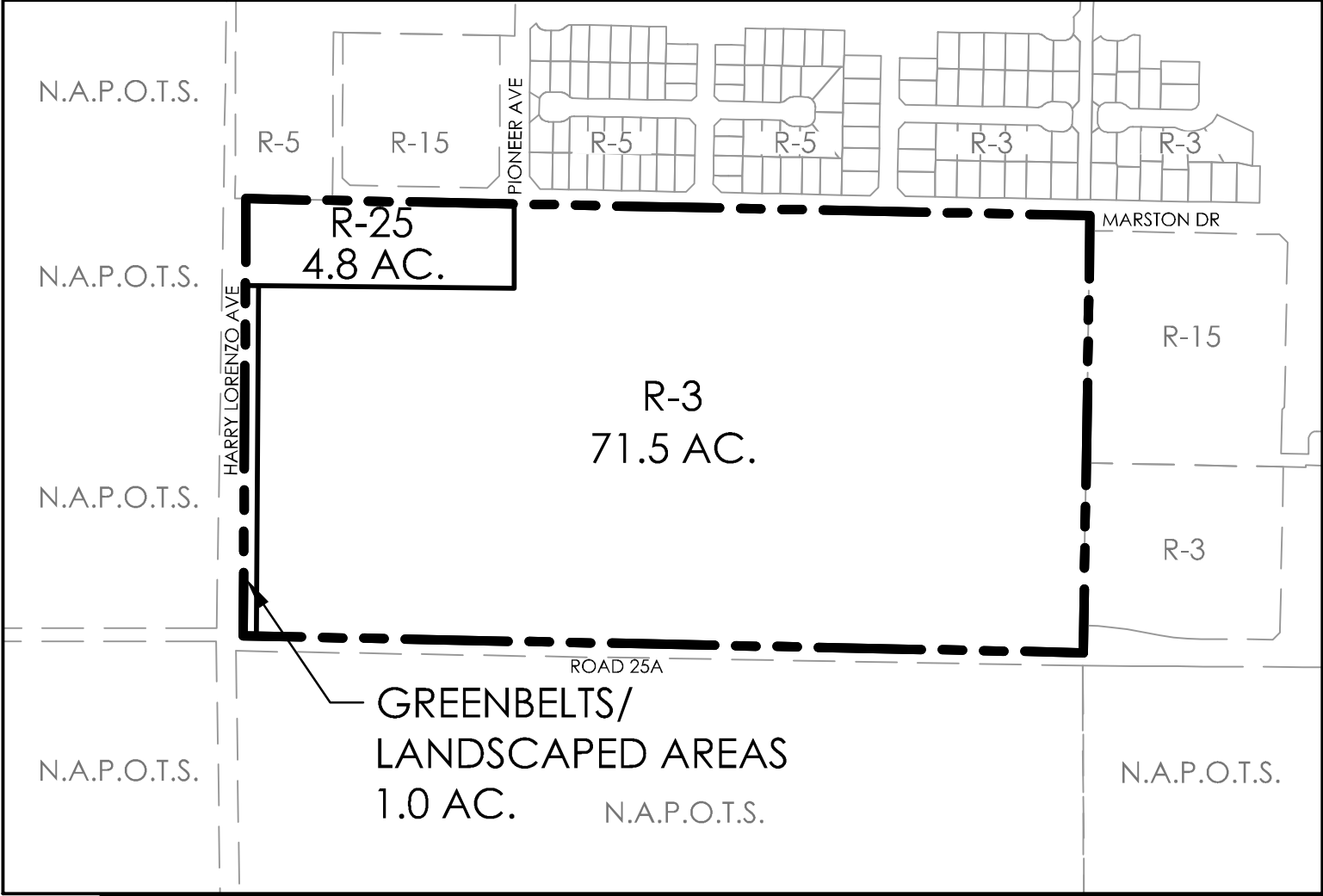
N.A.P.O.T.G.P. = NOT A PART OF THIS
GENERAL PLAN

GENERAL PLAN AMENDMENT SUMMARY TABLE

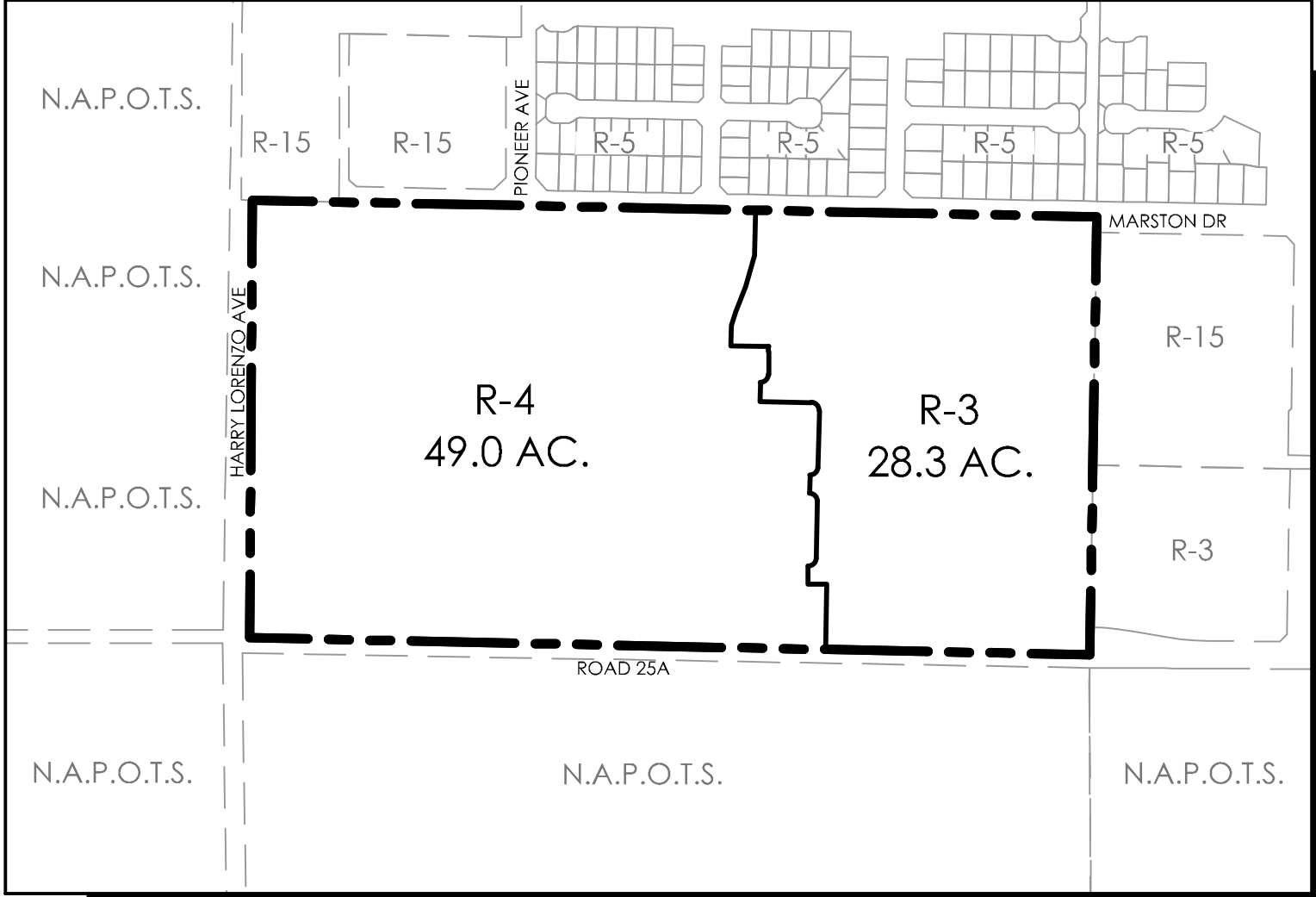
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
VERY LOW DENSITY	RESIDENTIAL (1.0-4.0 DU/GROSS AC)	72.7 AC.	0.0 AC.	-72.7 AC.
LOW DENSITY	RESIDENTIAL (3.0-8.0 DU/GROSS AC)	0.0 AC.	77.3 AC.	77.3 AC.
HIGH DENSITY	RESIDENTIAL (16.0-25.0 DU/GROSS AC)	4.6 AC.	0.0 AC.	-4.6 AC.
		77.3 AC.	77.3 AC.	



SPECIFIC PLAN AMENDMENT EXHIBIT
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 3, 2016

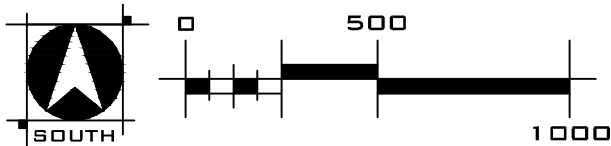


EXISTING SPECIFIC PLAN



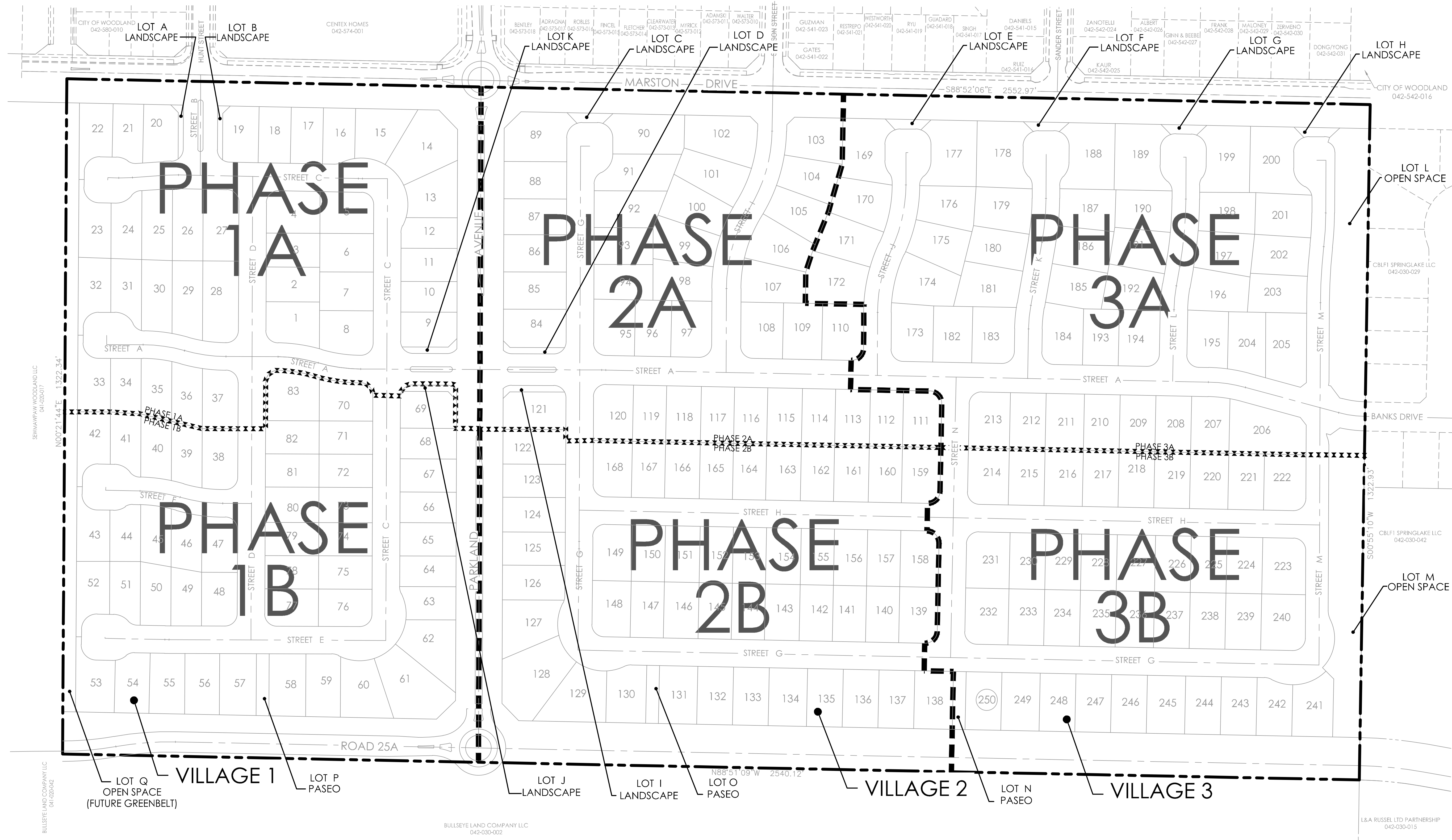
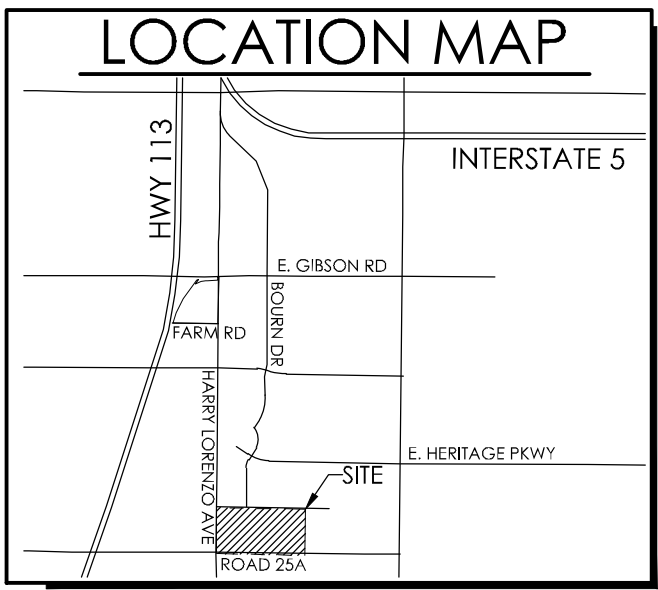
PROPOSED SPECIFIC PLAN

SPECIFIC PLAN AMENDMENT SUMMARY TABLE				
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
R-3	SINGLE-FAMILY RESIDENTIAL (3 DU/AC)	71.5 AC.	28.3 AC.	-43.2 AC.
R-4	SINGLE-FAMILY RESIDENTIAL (4 DU/AC)	0.0 AC.	49.0 AC.	49.0 AC.
R-25	MULTI-FAMILY RESIDENTIAL (25 DU/AC)	4.8 AC.	0.0 AC.	-4.8 AC.
GREENBELT	GREENBELTS/LANDSCAPED AREAS	1.0 AC.	0.0 AC.	-1.0 AC.
		77.3 AC.	77.3 AC.	



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TENTATIVE SUBDIVISION MAP
PHASING PLAN
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 6 OF 6
MAP #5092



LOT NUMBERING

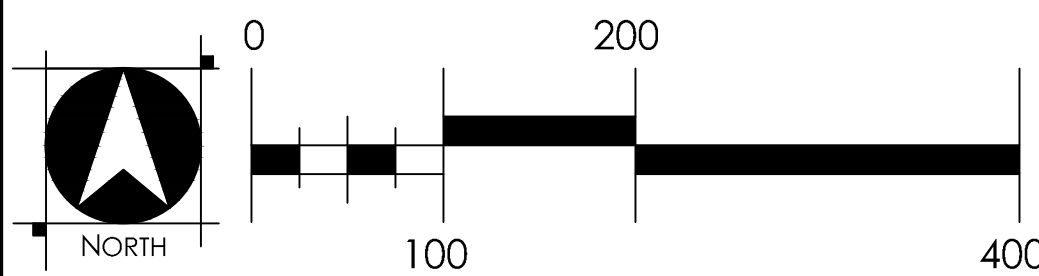
PHASE	LOT #'s	LOT COUNT
1A	1-37	37
2	38-83	46
3	84-121	38
4	122-168	47
5	169-213	45
6	214-250	37

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
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6	TSM- PHASING PLAN	1"=100'

LEGEND

	PROJECT BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	VILLAGE BOUNDARY
	PHASING BOUNDARY

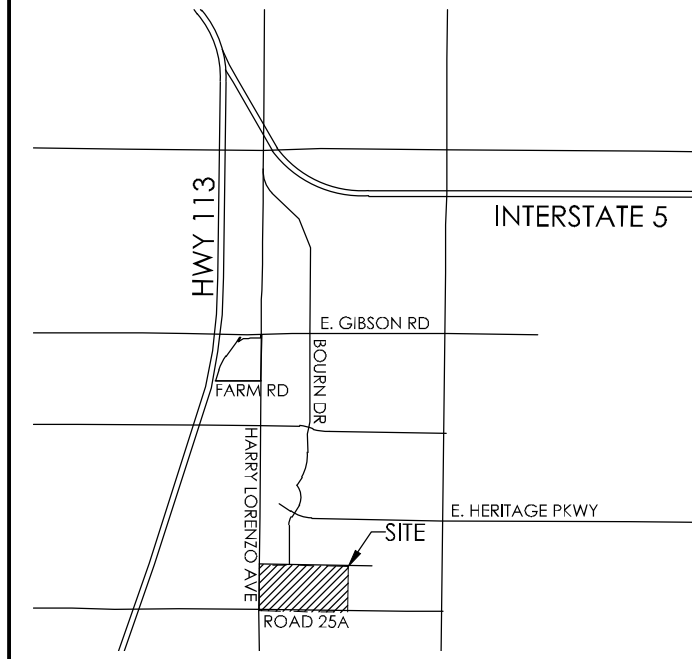


NOTE: FOR PRELIMINARY PLANNING PURPOSES ONLY.
SUBJECT TO CHANGE.

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Sacramento, CA 95816 Fax 916.341.7767

TENTATIVE SUBDIVISION MAP
SEWER AND WATER PLAN
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
SEPTEMBER 30, 2016
SHEET 3 OF 6
MAP #5092

LOCATION MAP

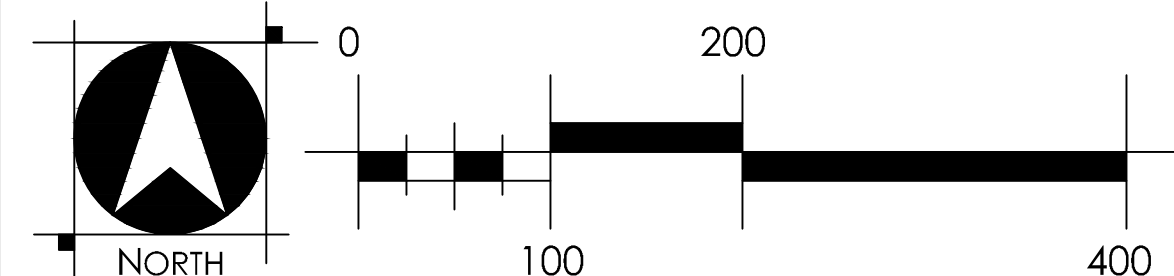


LEGEND

- PROJECT BOUNDARY
- VILLAGE BOUNDARY
- PHASING BOUNDARY
- RIGHT-OF-WAY
- STREET CENTERLINE
- PROPOSED LOTS
- ADJACENT LOTS
- EXISTING EASEMENT
- TOP BACK OF CURB
- SIDEWALK
- LIP OF CURB
- DRAINAGE MAIN
- DRAINAGE MANHOLE
- DRAIN INLET
- DRAIN OUTLET
- SEWER MAIN
- SEWER MANHOLE
- RECYCLED WATER MAIN
- WATER MAIN
- GATE VALVE
- BLOW OFF VALVE
- PROPOSED SEWER PIPE SLOPE & LENGTH
- PROPOSED SEWER INVERT ELEVATION & DEPTH
- ADJACENT SEWER MAIN
- ADJACENT SEWER MANHOLE
- ADJACENT WATER MAIN
- ADJACENT GATE VALVE
- PAD ELEVATION
- RETAINING WALL

SHEET INDEX

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EARTHWORK QUANTITIES

CUT: 113,583 CUBIC YARDS
FILL: 93,905 CUBIC YARDS
NET: 19,687 CUBIC YARDS

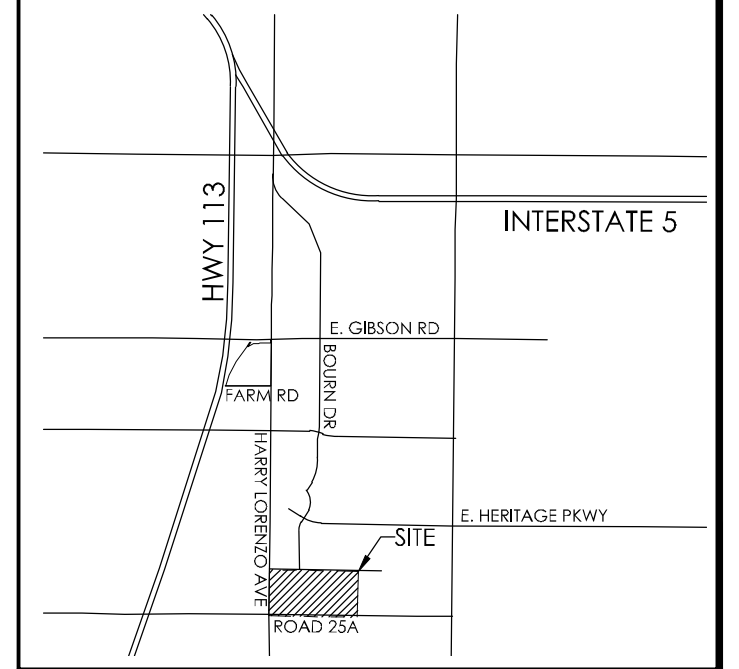
TENTATIVE SUBDIVISION MAP GRADING & DRAINAGE OYANG SOUTH CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016
 SHEET 4 OF 6
 MAP #5092

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- STREET SECTION DETAILS	NTS
3	TSM- SEWER & WATER PLAN	1"=100'
4	TSM- GRADING & DRAINAGE PLAN	1"=100'
5	TSM- TREE PLAN & FENCING PLAN	1"=100'
6	TSM- PHASING PLAN	1"=100'

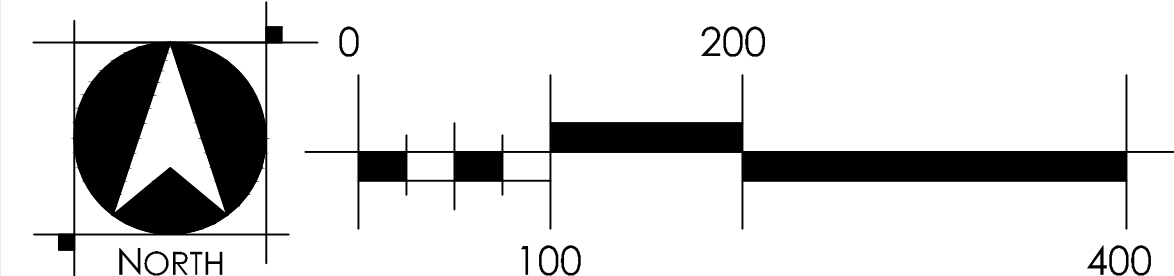
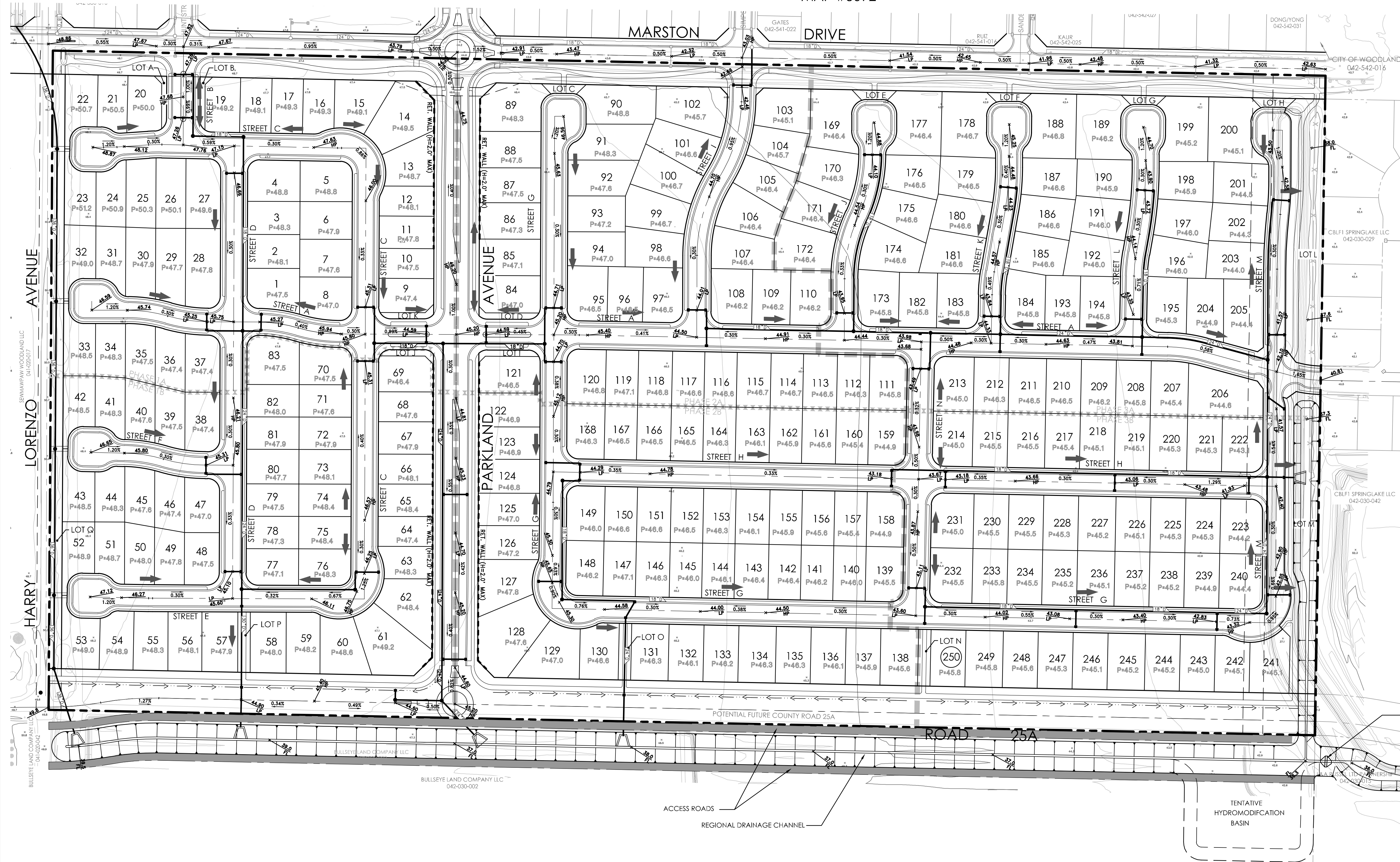
LOCATION MAP



LEGEND

	PROJECT BOUNDARY
	VILLAGE BOUNDARY
	PHASING BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	EXISTING EASEMENT
	TOP BACK OF CURB
	SIDEWALK
	LIP OF CURB
	DRAINAGE MAIN
	DRAINAGE MANHOLE
	DRAIN INLET
	EXISTING DRAINAGE MAIN
	EXISTING DRAINAGE MANHOLE
	EXISTING DRAIN INLET
	EXISTING GRADE ELEVATION
	FINISHED GRADE ELEVATION
	GRADE SLOPE & DIRECTION
	DRAINAGE OVERLAND RELEASE
	DIRECTION
	PAD ELEVATION
	RETAINING WALL

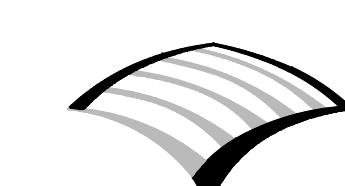
* ALL ELEVATIONS SHOWN ARE ON CITY OF WOODLAND DATUM.



HYDROMODIFICATION/WATER QUALITY
 FLOW CONTROL STRUCTURE

ACCESS ROADS
 REGIONAL DRAINAGE CHANNEL

TENTATIVE
 HYDROMODIFICATION
 BASIN



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C St, Bldg. 100-B Tel 916.341.7760
 Sacramento, CA 95816 Fax 916.341.7767

TREE INVENTORY

STATUS	TREE#	COMMON NAME	SPECIES	TOTAL DBH INCHES	DLR (feet)	CONDITIONAL ASSESSMENT						MAINTENANCE RECOMMENDATIONS
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR	
X	183	California Black Walnut	(Juglans californica)	7	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	184	California Black Walnut	(Juglans californica)	28	22	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	185	California Black Walnut	(Juglans californica)	12	11	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	186	California Black Walnut	(Juglans californica)	20	16	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	187	California Black Walnut	(Juglans californica)	7	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	188	California Black Walnut	(Juglans californica)	7	10	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	189	California Black Walnut	(Juglans californica)	8	14	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	190	California Black Walnut	(Juglans californica)	9	9	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	191	California Black Walnut	(Juglans californica)	35	30	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time

X = TO BE REMOVED

TENTATIVE SUBDIVISION MAP

PRELIMINARY TREE REMOVAL & FENCING EXHIBIT

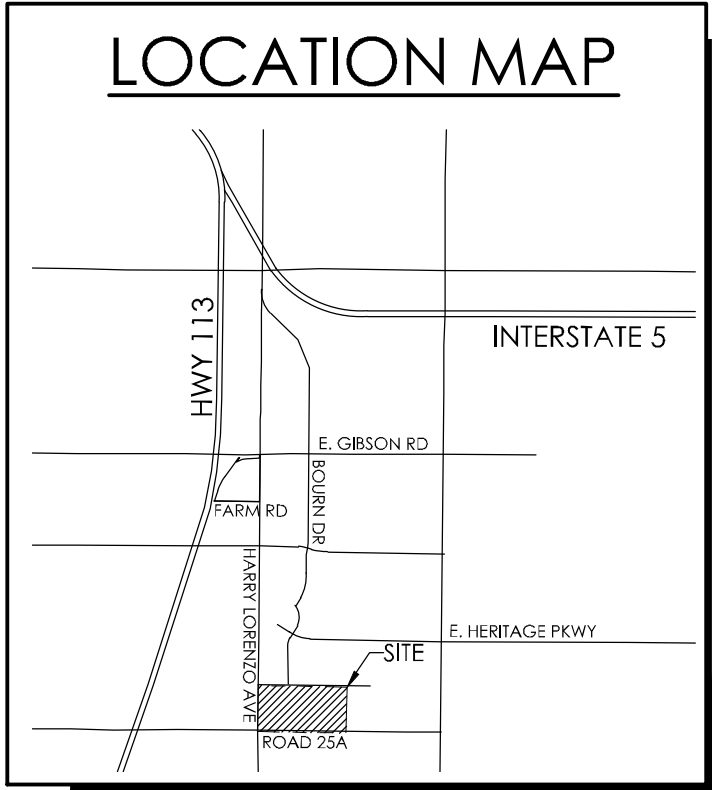
OYANG SOUTH

CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016

SHEET 5 OF 6

MAP #5092



KEY

= TO REMAIN

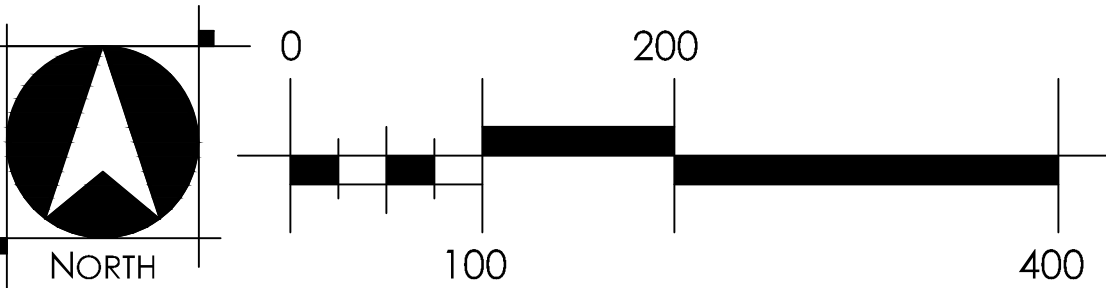
= TO BE REMOVED

SHEET INDEX

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LEGEND

	PROJECT BOUNDARY
	RIGHT-OF-WAY
	SIDEWALK
	FACE OF CURB
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	MASONRY SOUNDWALL
	ENHANCED WOOD FENCE
	POST & CABLE FENCE



TREE INVENTORY SUMMARY

	# OF TREES	# OF TREES *T.B.R.	**D.B.H.	D.B.H. T.B.R.	MITIGATION REQUIRED
ON-SITE	9	9	133	133	0
TOTAL	9	9	133	133	0

**T.B.R.= TO BE REMOVED

**D.B.H.= DIAMETER BREAST HEIGHT

WOOD RODGERS

DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St, Bldg. 100-B Tel 916.341.7760

Sacramento, CA 95816 Fax 916.341.7767

Legislation Text

18.

File #: 16-814, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT: PUBLIC HEARING - Second Reading and Adoption of Ordinance No. 1603 related to the 2016 California Fire Code****Recommendation for Action:** Staff recommends that the City Council:

- 1) Hold a public hearing; and
- 2) Receive public comments; and
- 3) Adopt Ordinance No. 1603, amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement and adopting by reference the 2016 California Fire Code (California Code of Regulations, Title 24, Part 9).

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:

- 1) Hold a public hearing; and
- 2) Receive public comments; and
- 3) Adopt Ordinance No. 1603, amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement and adopting by reference the 2016 California Fire Code (California Code of Regulations, Title 24, Part 9).

Prepared by: Dan Bellini
Public Safety Chief



Paul Navazio, City Manager

Attachments: Proposed Ordinance adopting the California Fire Code

ORDINANCE NO. 1605

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 October 29, 2016 and November 8, 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

19.

File #: 16-815, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** PUBLIC HEARING - Second Reading and Adoption of Ordinance No. 1605 adopting Changes to the California Building, Plumbing, Mechanical and Electrical Codes**Recommendation for Action:** Staff recommends that the City Council:

- 1) Hold a Public Hearing; and
- 2) Receive public comment; and
- 3) Adopt Ordinance No. 1605, 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

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.

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

Two public notices were published on 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.

Conclusion

Staff recommends that the City Council:

- 1) Hold a Public Hearing; and
- 2) Receive public comment; and
- 3) Adopt Ordinance No. 1605, 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
Assistant City Manager



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. 1605

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 October 29, 2016 and November 8, 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 this 15th day of November, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jim Hilliard, 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 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

20.

File #: 16-828, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** PUBLIC HEARING - Extension of Urgency Interim Zoning Ordinance
Establishing a Moratorium in all Zoning Districts on the Outdoor Cultivation of
Marijuana for Non-Medical Purposes**Recommendation for Action:** Staff recommends that the City Council:

- 1) Hold a public hearing to receive a staff report regarding Proposition 64 and the Interim Urgency Ordinance adopted by the City Council on November 1, 2016 and to take public comment;
- 2) Issue a Report on the Measures taken to Study the Outdoor Cultivation of Marijuana for Non-Medical Purposes; and
- 3) Adopt an Ordinance by a Four-Fifths Vote Extending Ordinance No. 1602 that Imposed a 45-day Moratorium on the Outdoor Cultivation of Marijuana for Non-Medical Use in All Zones Within the City of Woodland.

Staff Contact

Paul Navazio, City Manager, 661-5802, paul.navazio@cityofwoodland.org

Background

On November 1, 2016, the Woodland City Council adopted an Interim Urgency Ordinance establishing a moratorium on the outdoor cultivation of marijuana for non-medical purposes in all zoning districts in the City, provided that Proposition 64 was approved by California voters on November 8, 2016. Pursuant to Government Code Section 65858, the Ordinance is effective for forty-five days, or until December 16, 2016, unless the City Council further extends it. The City Council is permitted to extend Ordinance No. 1602 for an additional ten months and fifteen days.

California voters on November 8, 2016 approved Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"). Some of its provisions went into effect the next day, on November 9, 2016. The AUMA made a number of changes to California law. It immediately legalized the possession, transportation, purchase, use, and transfer (not sale) of recreational marijuana for individuals 21 years of age or older. It allows 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. It also legalized the cultivation of recreational marijuana, commercial marijuana delivery services, and commercial marijuana retail services and requires that commercial licenses be issued by the State of California on or before January 1, 2018.

Additionally, the AUMA prohibits smoking or ingesting marijuana in any public place or location where smoking tobacco is prohibited (with some exceptions). And (with some exceptions) it prohibits smoking and

ingesting marijuana while in a vehicle whether driving, operating, or riding in it.

The AUMA does permit local control of many marijuana uses. Local agencies may ban or regulate all commercial marijuana-related uses, including dispensaries, delivery services, and any recreational marijuana retail service except that a city or county may not prohibit the use of public roads for marijuana deliveries to other jurisdictions. Local agencies may also 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. The City may also regulate indoor cultivation in private residences and accessory units but may not completely limit it as individuals over 21 years of age are permitted by the AUMA to have up to six marijuana plants. A “private residence” is defined as a house, an apartment unit, a mobile home, or “other similar dwelling.” Local agencies may also impose a tax on non-medical marijuana for commercial uses. Additionally, local agencies may continue to have and enforce drug-free workplace policies.

Discussion

Ordinance No. 1602 imposed an immediate city-wide moratorium on outdoor cultivation of marijuana for non-medical purposes. It set forth the reasons for the urgent need for the ordinance and also includes various penalties for violations of the ordinance. Ordinance No. 1602 specifically provides that it does not apply to any marijuana uses already expressly permitted or conditionally permitted in the City and does not apply to indoor personal cultivation of medical marijuana permitted and regulated by the Woodland Municipal Code. Ordinance No. 1602 also provides that it does not apply to indoor personal cultivation of non-medical marijuana by individuals 21 years of age or older as authorized by the AUMA but that indoor personal cultivation for personal use is subject to certain physical and operational requirements set forth in the Municipal Code.

The City Council is permitted to extend Ordinance No. 1602 for an additional ten months and fifteen days. This means that the moratorium on outdoor cultivation of non-medical purposes in all zones would be in effect for a total of one year from the date of its initial adoption. Similar to adoption of the original ordinance, an ordinance extending the initial urgency moratorium ordinance requires a 4/5 vote for adoption. The intent of the urgency ordinance is for it to remain in effect only until the City Council adopts an ordinance establishing regulations consistent with Proposition 64 regarding recreational marijuana.

Staff will meet with the ad hoc subcommittees of the Planning Commission and the City Council to develop a permanent ordinance for City Council consideration. City Council input in advance of this process on the following topics may make the subcommittees’ work more efficient:

1. 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 public view, limiting the number of plants, and/or requiring property owner approval prior to cultivation
2. Regulation of Indoor Cultivation. The City Council could impose reasonable regulations on indoor cultivation, similar to the regulation of indoor cultivation for medical marijuana purposes. While the City may not ban indoor cultivation of marijuana and must allow cultivation inside private residences and accessory structures, as described above, the City may reasonably regulate cultivation, such as by imposing safety standards concerning electricity and gas.

3. Ban Commercial Marijuana Operations. It is anticipated that new commercial marijuana operations will be created across the State, 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

Staff recommends that the City Council conduct a public hearing and take public comment, issue a report on efforts taken to date on this issue, provide 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, and adopt an extension of Ordinance No. 1602 imposing a moratorium on all outdoor cultivation of marijuana for non-medical purposes. This ordinance must be adopted by a four-fifths vote and would remain in effect for ten months and fifteen days or until October 1, 2017.



Paul Navazio, City Manager

Attachments: 1) Report on Measures Taken to Alleviate the Conditions that led to the adoption of Ordinance No. 1602
2) An Interim Urgency Ordinance of the City of Woodland Pursuant to Government Code Section 65858 Extending Interim Urgency Ordinance No. 1602 for an Additional Ten Months and Fifteen Days and continuing For This Period the Temporary Prohibition Against Outdoor Cultivation of Marijuana for Non-Medical uses in All zoning Districts of the City of Woodland

[PUT ON CITY LETTERHEAD]

DATE: November _____, 2016

FROM: Woodland City Council

SUBJECT: Report on Measures Taken to Alleviate the Conditions that led to the Adoption of Ordinance No. 1602, an Urgency Interim Zoning Ordinance Establishing a Moratorium in all Zoning Districts on the Outdoor Cultivation of Marijuana for Non-Medical Purposes

On November 1, 2016, the Woodland City Council adopted Ordinance No. 1602, an interim urgency zoning ordinance that imposed a moratorium on the outdoor cultivation of marijuana for non-medical purposes in all zones in the City of Woodland. Ordinance No. 1602 was adopted pursuant to Government Code Section 65858, which provides that an interim moratorium expires 45 days from the date of its adoption, unless the ordinance is extended by the Woodland City Council after additional notice and public hearing. The moratorium is set to expire on December 16, 2016.

Government Code Section 65858(d) requires that at least ten (10) days prior to the expiration of the moratorium, the Woodland City Council must issue a written report describing the measures taken to alleviate the condition that led to adoption of the Ordinance. The conditions that led to adoption of the interim moratorium were listed in Ordinance No. 1602, and are still in existence as of the date of this report. The following is a report of the measures and actions that have been taken by the City and other governmental agencies since November 1, 2016, to alleviate the conditions set forth in Ordinance No. 1602:

- During the course of the moratorium, City staff has continued to study the issue of regulation of outdoor marijuana cultivation. These efforts have included studying how other cities have opted to regulate outdoor cultivation and how other cities are regulating other uses of marijuana, including commercial uses.
- The City Council has directed City staff to continue studying the issue of regulation of outdoor cultivation of marijuana and to present additional options for the City Council's consideration.
- The City Attorney's office has continued to monitor legal developments concerning outdoor cultivation of marijuana and the regulation of indoor cultivation.

ORDINANCE NO. _____

**AN URGENCY INTERIM ZONING ORDINANCE OF THE CITY OF
WOODLAND PURSUANT TO GOVERNMENT CODE SECTION 65858
EXTENDING INTERIM URGENCY ORDINANCE NO. 1602 FOR AN
ADDITIONAL TEN MONTHS AND FIFTEEN DAYS TO CONTINUE
DURING THIS PERIOD THE TEMPORARY MORATORIUM IN ALL
ZONING DISTRICTS ON THE OUTDOOR CULTIVATION OF
MARIJUANA FOR NON-MEDICAL PURPOSES**

WHEREAS, on November 1, 2016, pursuant to section 65858 of the California Government Code, the City Council of the City of Woodland adopted Ordinance No. 1602, an Urgency Interim Zoning Ordinance Establishing a Moratorium in All Zoning Districts on the Outdoor Cultivation of Marijuana for Non-Medical Purposes that was to go in effect if Proposition 64, on the November 8, 2016 ballot, was approved by California voters; and

WHEREAS, a majority of the California voters voting on Proposition 64 on November 8, 2016 approved of the measure, meaning that Ordinance No. 1602 is in effect and will continue in effect pursuant to Government Code Section 65858, which provides that Ordinance No. 1602 shall expire and be of no further force and effect forty-five (45) days from its date of adoption; and

WHEREAS, Government Code Section 65858 also provides that prior to the expiration of Ordinance No 1602, the City Council may extend Ordinance No. 1602 for up to an additional ten (10) months and fifteen (15) days after giving notice pursuant to Government Code Section 65090 and conducting a public hearing; and

WHEREAS, the City Council on November 1, 2016 authorized the issuance of a written report describing the measures and actions taken by the City to alleviate the circumstances and conditions that led to the adoption of Ordinance No. 1602 since its adoption on November 1, 2016, as required by Government Code Section 65858(d) ("Council Report"); and

WHEREAS, based on the Council Report, the City Council has determined that the circumstances and conditions that led to the adoption of Ordinance No. 1602, which are set forth in the recitals of Ordinance No. 1602 and are fully incorporated herein by reference, have not been alleviated as of the date of this Ordinance and continue to create the concerns described in Ordinance No. 1602; and

WHEREAS, the City Council now seeks to extend the temporary prohibition on the outdoor cultivation of non-medical marijuana in the City of Woodland, as currently authorized by Ordinance No. 1602, to continue studying possible amendments to the City's zoning regulations and business registration regulations to help ensure that marijuana uses are regulated in a way that protects the community and complies with applicable law; and

WHEREAS, the purpose of extending Ordinance No. 1602 is to avoid the potentially significant adverse impacts to the public's health, safety, and welfare described in Ordinance No. 1602; and

WHEREAS, the City Council has determined there is a need to extend Ordinance No. 1602 for ten (10) months and fifteen (15) days as authorized under Government Code section 65858 so that the extension expires as of 12:00 a.m. on October 1, 2017; and

WHEREAS, the notice and public hearing required by Government Code Section 65858 for the extension of Ordinance No. 1602 has been provided in accordance with applicable law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Adoption of this Urgency Interim Ordinance ("Ordinance") shall constitute an extension of Ordinance No. 1602 pursuant to Government Code Section 65858.

Section 2. During the time this Ordinance is in effect, 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.

Section 3. For purposes of this Ordinance, the terms defined in Ordinance No. 1602, set forth below, shall continue to have the following meanings:

- 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 4. 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. 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 5. 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 6. The City Council hereby enacts this Interim Urgency Ordinance by not less than a four-fifths vote, and in light of the findings set forth in Ordinance No. 1602, under the authority granted to it by Article XI, Section 7 of the California Constitution and Government Code Section 65858, which allows the City to adopt an interim urgency ordinance, in order to protect the public safety, health, and welfare, prohibiting any uses that may be in conflict with a zoning proposal that the City Council, Planning Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time.

Section 7. The City Council hereby finds and determines that the recitals set forth above are hereby adopted and incorporated herein as a portion of the City Council's findings in support of the adoption of this Ordinance and that the adoption of this Ordinance and the extension of Ordinance No. 1602 is necessary for the current and immediate protection of the public health, safety, and welfare of the City and its residents for all the reasons set forth in the recitals above, the recitals of Ordinance No. 1602, the Council Report, and the agenda report prepared in connection with this Ordinance, which are hereby expressly incorporated as though fully set forth herein, and the following additional reasons:

A. The City continues to study the issue of regulation of marijuana and other land uses and businesses related to marijuana, including reviewing various possible means and methods of regulating marijuana cultivation and commercial uses of marijuana.

B. Establishment and/or operation of outdoor marijuana cultivation for non-medical purposes under existing zoning and development standards would have a detrimental effect because the existing standards do not consider the unique impacts created by such uses, which would create the potential for severe land use incompatibilities, with associated impacts to adjacent residents and businesses. These adverse impacts on the public health, safety, and

welfare can be avoided through careful study and proper planning for the regulation of outdoor cultivation of marijuana as well as other uses of marijuana.

Section 8. The City Council hereby directs the Community Development Department to continue considering and studying possible means of regulating or prohibiting marijuana cultivation, including zoning-based regulations and other regulations.

Section 9. Ten days prior to the expiration of this Ordinance, the City Council shall issue a written report describing the measures that the City has taken to alleviate the conditions that led to adoption of this Ordinance.

Section 10. 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. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this 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.

Section 12. 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. 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. The City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation, printed and published in Woodland, California.

PASSED AND ADOPTED by the City Council this fifteenth 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

Legislation Text

21.

File #: 16-807, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** November 15, 2016**SUBJECT:** Introduction and First Reading of an Ordinance with Revisions to Chapter 23C, Article XIII Regarding Construction and Demolition Debris Recycling and Diversion

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only an ordinance with draft revisions to Chapter 23C, Article XIII of the Woodland Municipal Code regarding construction and demolition debris recycling and diversion.

Staff Contact

Reyna Piñon, Conservation Coordinator - (530) 661-2063, reyna.pinon@cityofwoodland.org

Fiscal Impact

The City's existing Construction and Demolition (C&D) debris recycling and diversion program is designed as a "fee-for-service" program in which an administrative fee is collected along with a refundable deposit at the time of permit issuance for any project subject to the requirements of the C&D debris recycling and diversion ordinance.

The administrative fee is structured to cover the staff time involved in implementing and enforcing ordinance requirements. Any penalties resulting from non-compliance, including deposit forfeiture, are deposited into the Solid Waste Fund for use to implement the City's recycling programs. The additional implementation and enforcement efforts associated with the proposed modifications of the C&D recycling program are expected to be adequately covered by the administrative fees collected at the time of permit issuance.

Background

In 1989, the California Integrated Waste Management Act, commonly referred to as Assembly Bill (AB) 939, was passed. AB 939 requires all jurisdictions within California to divert a minimum of 50 percent of municipal solid waste generated annually from landfill disposal through source reduction, recycling, and composting programs. Since the passage of AB 939, the State of California has passed subsequent legislation related to source reduction, recycling, and composting programs and in 2015 set a state goal of 75 percent diversion of the waste stream from landfills by 2020.

Construction and demolition (C&D) debris accounts for approximately 29 percent of the waste stream in California landfills. The City Council adopted the C&D recycling ordinance (Ordinance No. 1469) in 2006 to increase the amount and types of construction-generated waste diverted from landfills in order to better comply with AB 939. The ordinance is codified in Municipal Code Chapter 23C, Article XIII.

The California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), also known as the CALGreen Code, establishes the minimum mandatory Green Building Standards that must be implemented by agencies responsible for the enforcement of building codes. Beginning in 2011, the CALGreen Code established a 50 percent diversion requirement for C&D debris generated by projects that meet specific standards. At that time, the City's C&D recycling ordinance met or exceeded the mandatory requirements of the CALGreen Code regarding residential and non-residential C&D debris recycling and diversion.

The 2016 Triennial edition of the CALGreen Code includes revisions and additions to mandatory waste diversion measures that are more stringent than those enforceable under the City's ordinance as approved in 2006. The effective date of the 2016 CALGreen Code is January 2017. To maintain the authority to sufficiently enforce the CALGreen Code for applicable C&D projects, the City's ordinance must be updated to reflect the new requirements. Further, to continue to maintain CALGreen Code enforcement authority for C&D debris recycling and diversion in future years, staff desires to amend the ordinance language to allow for enforcement of whichever standards and requirements are more stringent, the ordinance or the current CALGreen Code. Revisions to the ordinance will help the City comply with AB 939, enforce the CALGreen Code, and increase the diversion of waste from landfills.

Discussion

The City of Woodland is committed to complying with AB 939 through a wide range of reduction and recycling efforts, including the C&D debris recycling and diversion program. Since the City's C&D ordinance was established, Woodland has achieved an average annual C&D debris diversion rate of approximately 75 percent. The average annual diversion rate has been achieved with the help of the C&D program through education, outreach, and enforcement efforts. These include written and verbal contact with building permit applicants and contractors, deposit collection, and recycling plan and report submittal and review.

The following table summarizes the differences between the current requirements of Municipal Code Chapter 23C, Article XIII, and the requirements of the 2016 CALGreen Code.

Current Requirements of Municipal Code Chapter 23C, Article XIII (Ordinance 1469)	2016 CALGreen Code Requirements
<i>Non-Residential Projects</i>	
C&D diversion rate: 50%	C&D diversion rate: 65%
Excavated soil and land clearing debris diversion rate: 50%	Excavated soil and land clearing debris diversion rate: 100%
Universal Waste disposal specifications: Not Applicable	Universal Waste disposal specifications: Universal Waste items present at applicable remodeling projects shall be disposed of properly and diverted from landfills. A list of prohibited Universal Waste items shall be included in the construction documents for applicable remodeling projects.

Project applicability: <i>New Construction:</i> Construction of new buildings or structures equal to or greater than 1,000 square feet. <i>Additions & Alterations:</i> Addition or alteration of buildings or structures equal to or greater than 1,000 square feet. <i>Demolition:</i> Demolition of buildings or structures equal to or greater than 1,000 square feet.	Project applicability*: <i>New Construction:</i> Whenever a permit is required for work. <i>Additions & Alterations:</i> Whenever a permit is required for work. <i>Demolition:</i> Whenever a permit is required for work.
<i>Residential Projects</i>	
C&D diversion rate: 50%	C&D diversion rate: 65%
Project applicability: <i>New Construction:</i> Construction of new single-family homes in a subdivision where a homebuilder has a construction phase that includes three or more single-family homes under construction at a given time; construction of any new single-family homes occur in the Spring Lake Specific Plan Area; and construction of new multi-family dwellings where four or more units are under construction at a given time. <i>Additions & Alterations:</i> Addition or alteration of a multi-family building or structure equal to or greater than 1,000 square feet. <i>Demolition:</i> Demolition of a single-family or multi-family building or structure that is equal to or greater than 1,000 square feet.	Project applicability**: <i>New Construction:</i> Whenever a permit is required for work. <i>Additions & Alterations:</i> Whenever the addition and/or alteration increases the building's conditioned area, volume, or size. <i>Demolition:</i> Whenever a permit is required for work.

*Projects that are minimal in scope and size, thereby generating a minimal amount of waste (≤ 2 lbs/ft²) are not subject to the requirements.

**Projects that are minimal in scope and size, thereby generating a minimal amount of waste (≤ 3.4 lbs/ft² for structures three stories or less and ≤ 2 lbs/ft² for structures 4 stories or more) are not subject to the requirements.

Some additional changes are proposed to correct typographical errors and to align some provisions with common practice, for example in the timing of quarterly reports and the appeal process.

The text of Chapter 23C, Article XIII, is attached, showing the proposed deletions in strikeout and additions in double underline.

Conclusion

Staff recommends that the City Council waive the first reading and read by title only an ordinance with draft revisions to Chapter 23C, Article XIII of the Woodland Municipal Code regarding construction and demolition debris recycling and diversion.

Prepared by: Reyna Piñon, Conservation Coordinator

Reviewed 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

Attachment: Draft Changes to Section 23C, Article XIII of the Woodland Municipal Code

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING ARTICLE XIII OF CHAPTER 23C OF THE WOODLAND MUNICIPAL
CODE REGARDING CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING
AND DIVERSION**

WHEREAS, construction and demolition (C&D) debris accounts for approximately twenty-nine percent (29%) of the waste stream in California landfills; and

WHEREAS, the California Integrated Waste Management Act of 1989, commonly referred to as Assembly Bill (AB) 939, codified in substantial part at Public Resources Code §40000 *et seq.*, requires all jurisdictions within California to divert a minimum of fifty percent (50%) of municipal solid waste generated annually from landfill disposal through source reduction, recycling, and composting programs; and

WHEREAS, the California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), also known as the CALGreen Code, sets forth C&D debris recycling and diversion requirements; and

WHEREAS, the City of Woodland is responsible for implementing the CALGreen Code within its city limits; and

WHEREAS, new editions of the CALGreen Code now impose more stringent requirements for C&D recycling and diversion than those enforceable under the requirements established in the City's C&D debris recycling and diversion ordinance (Ordinance No. 1469) adopted in 2006; and

WHEREAS, in order to continue to maintain adequate legal authority, the City desires to amend its C&D requirements to support enforcement of the requirements set forth in the 2016 Triennial Edition and future editions of the CALGreen Code regarding C&D recycling and diversion; and

WHEREAS, the City Council wishes to amend Chapter 23C, Article XIII of the Woodland Municipal Code regarding construction and demolition debris recycling and diversion to facilitate compliance with AB 939 and the CALGreen Code.

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

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

Section 2. Authority. The City Council enacts the amendments to Article XIII of Chapter 23C of the Woodland Municipal Code as shown in Exhibit A, under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. Amendments. Chapter 23C, Article XIII of the Woodland Municipal Code is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by reference. Additions to the text are shown using double underline, and deletions are shown using strikeout.

Section 4. Severability. If any section, subsection, subdivision, clause or phrase of this ordinance is held to be invalid, such invalidity shall not affect the validity of other provisions of this ordinance. 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 5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this 6th day of December 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

Exhibit A

CHAPTER 23C.

UTILITY SERVICES

Article XIII. Construction and Demolition Debris Recycling and Diversion

Section 23C-13-1. Definitions.

Unless otherwise indicated, the following definitions shall apply to all provisions of this article:

“Administrative fee” means a non-refundable fee submitted by the applicant to the city as described in Section 23C-13-5. This fee shall be deposited in the city’s solid waste fund to cover costs associated with this article.

“Applicant” means any individual, firm, contractor, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever that applies to the city for the applicable permits to undertake any construction or demolition project within the city.

“Compliance official” means the staff person(s) designated by the public works director authorized and responsible for implementing this article.

“Construction” means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

“Construction and demolition debris” means:

- (1) Discarded materials generally not considered water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, pipe, wallboard, roofing materials, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, ~~including rocks, soil, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping, and development operations for a construction project;~~
- (2) Clean cardboard, paper, plastic, wood, and metal scraps from any construction project;
- (3) Other non-hazardous wastes that are generated at construction or demolition projects provided such amounts are consistent with best management practices of the industry.

“Demolition” means the decimating, razing, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

“Deposit” means a cash dollar amount provided to the city at the time of submitting the waste reduction and recycling plan. Refunds of the deposit (without interest) are dependent on the level of compliance with this article as described in Section 23C-13-9. Forfeited deposits shall be deposited in the city’s solid waste fund and will be used to implement the city’s recycling program.

“Designated recyclable and reusable materials” means and includes, but is not limited to:

- (1) Masonry building materials including all products generally used in construction including, but not limited to, asphalt, concrete, rock, stone, mortar, and brick;
- (2) Wood materials including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, contaminated, or painted;
- (3) Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames, and fences;
- (4) Roofing materials, including wood shingles as well as asphalt, metal, stone and slate based roofing materials;
- (5) Salvageable materials ~~includes including~~ all salvageable materials and structures including, but not limited to, wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, and appliances.

“Divert” means to use material for any purpose other than disposal in a landfill.

“Excavated soil and land clearing debris” means soils, trees, stumps, rocks and associated vegetation resulting primarily from land clearing.

“Project” shall have the meaning set forth in Section 23C-13-3 of this article.

“Project site” means a lot or parcel where demolition, construction, addition, or alteration is proposed. In the case of a residential subdivision under construction, “project site” means the parcels proposed for development in a particular phase by a homebuilder.

“Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Renovation” means any change, addition, or modification in an existing structure.

“Reuse” means further or repeated use of construction or demolition debris.

“Self-haul” means a waste generator transporting its own waste and/or recyclable materials rather than contracting with an authorized contractor or an alternative recycler for that service.

“Universal waste” means electronic devices, batteries, electric lamps, mercury-containing equipment, Cathode Ray Tubes (CRTs), CRT glass, non-empty aerosol cans and other items or materials categorized as universal waste by the California Department of Toxic Substances Control.

“Waste reduction and recycling plan” means a completed city-provided form submitted before the issuance of a building and/or demolition permit, approved by the compliance official for the purpose of compliance with this article.

“Waste reduction and recycling report” means a completed city-provided form submitted quarterly and after demolition or construction, as a precedent to final inspection and issuance of any certificate of occupancy, approved by the compliance official for the purpose of compliance with this article.

Section 23C-13-2. Applicability of article.

Projects subject to the requirements of this article include any project which consists of one or more of the following, unless exempted as specified in Section 23C-13-3:

- (1) Demolition of a building or structure, or a portion thereof, whenever a building permit is required, that is equal to or greater than one thousand square feet (residential, commercial, industrial, or institutional);
- (2) Construction of a new commercial, industrial, or institutional building or structure whenever a building permit is required that is equal to or greater than one thousand square feet;
- (3) Construction of a new residential dwellings building or structure whenever a building permit is required in a subdivision where a homebuilder has a construction phase that includes multiple residential lots (three or more) under construction at a given time;
- (4) ~~Construction of new multifamily dwellings where four or more units are under construction at a given time;~~
- (5)(4) Addition or alteration of a commercial, industrial, or institutional, or multifamily building or structure whenever a building permit is required that is equal to or greater than one thousand square feet;
- (5) Addition or alteration of existing residential buildings or structures where the addition or alteration increases the building’s conditioned area, volume, or size.

- (6) ~~All construction projects, regardless of the size, within the Spring Lake specific plan area.~~

Section 23C-13-3. Exemptions.

The following projects shall not be subject to the provisions of this article:

- (1) ~~Demolition of a building or structure, or a portion thereof, that is equal to or less than nine hundred ninety-nine square feet;~~
- (2) ~~Construction of one or two single family homes;~~
- (3)(1) Addition or alteration of single family homes residential buildings where the addition or alteration does not increase the building's conditioned area, volume or size;
- (4)(2) Addition or alteration of a commercial, industrial, or institutional, or multifamily building if a building permit is not required for work or structure that is equal to or less than nine hundred ninety-nine square feet;
- (5)(3) Emergency work (demolition, construction, addition, or alteration performed in conjunction with an emergency or a building/structure deemed substandard by the CA Building Code through the chief building official);
- (6)(4) A project contaminated by hazardous substances or waste as defined by state or federal law;
- (5) Residential projects three stories or less that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 3.4 pounds per square foot of the building area, provided that applicants shall retain information documenting eligibility for this exemption for a period of three years which shall be provided to City upon request;
- (6) Residential projects four stories or more or non-residential projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed two pounds per square foot of the building area, provided that applicants shall retain information documenting eligibility for this exemption for a period of three years which shall be provided to City upon request.

In addition to the exemptions listed above, the type and scope of projects exempt from the provisions of this article are subject to change based on the requirements of the current California Green Building Standards Code.

Section 23C-13-4. Administrative fee.

A non-refundable administrative fee will be charged for each building or demolition permit in an amount as may be established by city council resolution to cover the cost for all city expenses incurred in administering this article.

Section 23C-13-5. Deposits.

- (a) Single Plan Deposit. For applicants that do not have any other current waste reduction and recycling plans with the city, a one thousand dollar deposit must be submitted with the waste reduction and recycling plan. The terms of receiving a refund of the deposit are described in Sections 23C-13-7(c) and 23C-13-8(c).
- (b) Multiple Plan Deposit or Previous Non-Compliance Determination Deposits. For applicants that have current waste reduction and recycling plans with the city, the deposit amount will be based on the applicant's level of diversion for their existing waste reduction and recycling plans. A one thousand dollar deposit will be required if the applicant is achieving the C&D fifty percent diversion requirement, specified in Section 23C-13-6, for their existing waste reduction and recycling plans based on quarterly diversion reports. For applicants that have three current waste reduction and recycling plans submitted to the city and that are achieving the C&D fifty percent (50%) diversion requirement, specified in Section 23C-13-6, for all projects, no additional deposit will need to be provided to the city for subsequent waste reduction and recycling plans as long as the applicant stays in compliance with their existing plans. A deposit of three percent of the total project value, not to exceed ten thousand dollars, will be required if the applicant is not achieving the C&D fifty percent diversion requirement, specified in Section 23C-13-6, for their existing waste reduction and recycling plans based on quarterly diversion reports or if the applicant has not submitted the required reports.
- (c) Applicants receiving a non-compliance determination for previous waste reduction and recycling reports will be required to submit a three percent of total project value, not to exceed ten thousand dollars, deposit on five subsequent projects following the non-compliance determination. Upon the compliance ~~officials'~~ official's determination that the applicant has complied with this article for the five projects, the applicant shall not be required to comply with the three percent deposit provision (and will only be subject to the one thousand dollars deposit requirement), unless a new violation of this article has occurred. Refunds of deposits are described in Section 23C-13-9(c).

Section 23C-13-6. Diversion requirements.

- (a) Sixty-five percent (65%) (or current C&D diversion requirement set forth in the California Green Building Standards Code, whichever is more stringent) Fifty percent (50%) of construction and demolition debris generated from every applicable construction, remodeling, or demolition project shall be diverted from ~~going to~~ landfills by using recycling, reuse, and diversion programs. Separate

calculations and reports will be required for the construction and demolition portions of projects that involve both activities. The city's current C&D diversion requirement shall be specified on the waste reduction and recycling plan, waste reduction and recycling report, and the city website.

- (b) One hundred percent of excavated soil and land clearing debris generated from every applicable non-residential construction, remodeling, or demolition project shall be diverted from going to landfills by using recycling, reuse, and diversion programs. However, excavated soil and land clearing debris shall not be reused if it is contaminated by disease or pest infestation. This diversion requirement shall extend to every applicable residential construction, remodeling, or demolition project if required by the California Green Building Standards Code.
- (c) Universal waste items present at every applicable construction, remodeling, or demolition project shall be disposed of properly and diverted from landfills. A list of prohibited universal waste items shall be included in the construction documents for the applicable remodeling project. The applicant shall verify compliance with this subsection in its proof of diversion under Section 23C-13-8.

Section 23C-13-7. Information required before issuance of building or demolition permit.

- (a) Submittal of Waste Reduction and Recycling Plan. Every applicant shall submit a properly completed "waste reduction and recycling plan" as provided by the city as a requirement of the building or demolition permit process. The plan shall be submitted as part of the building permit application packet. The waste reduction and recycling plan can cover multiple building permits for lots where construction activity is occurring at the same time by the same applicant. Separate waste reduction and recycling plans must be submitted for each batch of building permits requested. The applicant must provide information on the form that identifies project information and materials to be recycled and/or disposed of and facilities or service providers to be used. An administrative fee for each requested building or demolition permit and a deposit must be submitted with the waste reduction and recycling plan.
- (b) Approval of Waste Reduction and Recycling Plan. Notwithstanding any other provisions of this article, no building or demolition permit shall be issued for any project as defined in Section 23C-13-3 unless and until the compliance official has approved the waste reduction and recycling plan. The compliance official shall only approve a waste reduction and recycling plan if he or she determines that it contains all of the information set forth in subsection (a) of this section. If the compliance official determines that all of the above conditions have been met, he or she shall mark the waste reduction and recycling plan "approved," return a copy of the plan to the applicant, and notify the community development department that it has been approved.
- (c) Denial of Waste Reduction and Recycling Plan. If the compliance official determines that the waste reduction and recycling plan is incomplete he or she

shall return it to the applicant marked “denied, further explanation required.” The applicant must then submit additional information before the waste reduction and recycling plan can be reviewed and the building or demolition permit issued. The applicant may resubmit the waste reduction and recycling plan within forty-five calendar days without forfeiting the administrative fee. In addition, the deposit will be retained until the completion of the construction project unless the applicant does not seek a building or demolition permit at which time the applicant will need to provide a written request for the refund of the deposit. If a waste reduction and recycling plan is submitted after forty-five calendar days, the original administrative fee is forfeited and an additional administrative fee (one hundred dollars per permit) will need to be submitted before the waste reduction and recycling plan can be reviewed and the building or demolition permit issued.

Section 23C-13-8. Compliance with diversion requirements.

- (a) Inspection Authority. During demolition or construction, the compliance official may inspect project sites to determine compliance with the waste reduction and recycling plan. The applicant, if requested, must supply proof of recycling within five business days. Failure to comply with the waste reduction and recycling plan during construction or demolition may be grounds for issuance of a “stop work” order and/or issuance of administrative citations. Each day that the applicant fails to comply with the requirements of this section constitutes a separate offense. Only the collection of recyclables containing less than 10 percent of solid waste will be considered “recycling” (otherwise it will be considered “solid waste”). Solid waste can only be self hauled or collected and transported by the city’s franchise solid waste hauler as described in Sections 23C-4-2 and 23C-12-3(b)(2).
- (b) Proof of Diversion. Recyclables must be diverted from the landfill in order to meet the requirements of this article. Applicants will be required to submit proof of compliance quarterly and at the end of each project to demonstrate compliance with the project specific waste reduction and recycling plan. If a project involves both demolition and construction, the report and documentation for the demolition project must be submitted and approved by the compliance official before issuance of a building permit for the construction project. Quarterly reports shall be submitted each ~~February 30, May 30, August 30, and November 30~~ January 31, April 30, July 31, and October 31 and are to cover the previous three calendar months (~~November through January, February through April, May through July, and August through October~~ October through December, January through March, April through June, and July through September). End of project reports are to be submitted at the end of the project as a precedent to final inspection and certificate of occupancy. End of project reports must cover the period from the last quarterly report to the end of the project. Proof of compliance to be submitted with quarterly and end of project reports includes:
 - (1) Submittal of a completed city-provided waste reduction and recycling report;

- (2) Receipts from the vendor or facility which collected or received each material showing the actual weight or volume of that material (recyclables and solid waste). Each receipt must clearly state the project title and date. If the receipt provides information for multiple projects, the project titles and the amounts of material for each project must be clearly identified;
- (3) Weight slips/count of material salvaged or reused in current project. Each receipt must clearly state the project title and date. If the receipt provides information for multiple projects, the project titles and the amounts of material for each project must be clearly identified;
- (4) Any additional information needed to support a good faith effort determination.

Failure to comply with this section and the waste reduction and recycling plan during construction or demolition may be grounds for issuance of a “stop work” order and/or issuance of administrative citations. Each day that the applicant fails to comply with the requirements of this section constitutes a separate offense. The compliance official may request additional information to determine compliance during the review of the quarterly or end of project reports. This information must be provided by the applicant to the compliance official within five business days.

- (c) Determination of Compliance and Refund of Deposit. The compliance official shall review the end of project waste reduction and recycling report within thirty calendar days and determine whether the applicant has complied with the diversion requirement, as follows:
 - (1) Full Compliance. The compliance official will notify the applicant and community development department if they determine that the diversion requirements have been met. The cash deposit shall be returned, without interest, within thirty calendar days of the compliance determination.
 - (2) Good Faith Effort to Comply. If the compliance official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this article. In making this determination, the compliance official shall consider the availability of markets for the construction debris landfilled, the size of the project, and the documented efforts of the applicant to divert construction debris. The applicant and community development department will be notified if this determination is made. A partial (fifty percent) refund of the deposit will be issued to applicants receiving a “Good Faith Effort to Comply.” The partial refund will be issued within thirty calendar days of the compliance determination.
 - (3) Non-Compliance. If the compliance official determines that the applicant has not made a good faith effort to comply with this article no refund will be issued. The deposit shall be forfeited entirely for failure to comply with

the requirements of this article. Any deposit that is forfeited shall be deposited in the solid waste fund and will be used to implement the city's recycling program. Applicants that have received a "non-compliance" determination will be required to post a deposit that is three percent of the total project cost for the applicant's next five consecutive projects waste reduction and recycling plans (not to exceed ten thousand dollars for each project-plan) as described in Section 23C-13-5(c)(b). Projects that have been constructed without the submittal and compliance with a waste reduction and recycling plan shall be subject to a one thousand dollar penalty. Funds received from penalties and fines shall be used to implement the city's recycling program and deposited in the solid waste fund.

Section 23C-13-9. Appeal.

- (a) ~~Submittal of Written Appeal. Any person wishing to appeal a decision made under this article must file a written appeal to the city clerk. Such written appeal must be hand-delivered or placed in the U.S. mail, properly addressed with postage prepaid, within ten calendar days of the date the written decision is mailed to the applicant. Any such appeal shall be accompanied by fees as prescribed in the current fee schedule as adopted by the city council.~~
- (b) ~~Description of Complaint. The appeal shall set forth the action or decision complained of, the reason(s) alleging that the action or decision should be altered or overruled, and shall be signed by the applicant or their authorized agent.~~
- (c) ~~Appeal Hearing. The city clerk shall set the appeal for hearing before the solid waste committee within forty-five days after the appeal is filed. Upon hearing the matter, the solid waste committee may grant, conditionally grant, or deny the appeal. The decision on the appeal shall be announced at the close of the hearing and shall become final at that time.~~
- (a) Within thirty days of written notification of a non-compliance determination, the applicant has the right to meet with the public works director, and/or compliance official, to review the items cited in the written notice and provide any additional evidence to support compliance. Within fifteen days of such meeting, the public works director, and/or compliance official, will make a final, written determination of compliance based on the reviews of additional evidence, together with the original waste reduction and recycling report and proof of compliance. The public works director, and/or compliance official, will send a copy of the final, written determinations, including reasons for a non-compliance determination, if any, to both the applicant and the city manager.
- (b) Within ten days of receiving the final non-compliance determination from the public works director, and/or compliance official, the applicant may request that the city manager reconsider the determination by submitting a written appeal to the city manager. If the applicant's appeal includes a request for a meeting, the

applicant has the right to meet with the city manager within thirty days of the written request to review the materials related to the waste reduction and recycling report, proof of compliance, and the non-compliance determination. The applicant shall have the burden of proof to show facts demonstrating that the applicant does, in fact, meet the requirements of this article. The city manager will provide the applicant with a written explanation of his or her determination on the waste reduction and recycling report and proof of compliance within thirty days of such meeting or, if no meeting is requested, within thirty days of receipt of the applicant's request for city manager review. The city manager's decision is final.

Section 23C-13-10. 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.