

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda City Council

Tuesday, March 17, 2015

6:00 PM

Council Chambers

SPECIAL MEETING/STUDY SESSION MARCH 17, 2015 4:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. COMMUNICATIONS - PUBLIC COMMENT
- E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS
- F. REPORTS OF THE CITY MANAGER
 - 1. 14-645 SUBJECT: Spring Budget Workshop

Introduction: The City Council has scheduled a Study Session on March 17th for the purpose of conducting a workshop to inform development of the City's upcoming FY2015/16 and FY2016/17 Budget.

Attachments: [Budget Workshop Outline](#)

[FY16-FY17 Budget Summary 03-09-15](#)

- G. ADJOURN

CLOSED SESSION 5:30 PM

- A. CALL TO ORDER
- B. ROLL CALL

**B. 1 Conference with Labor Negotiators, Pursuant to
Government Code Section 54957.
Agency Designated Representatives: Paul Navazio
Employee Organization(s): Management MOU**

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
6:00 P.M.**

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

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

14-649 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. PRESENTATION

Update on City Technology Initiatives

G. CONSENT CALENDAR

- 1. 14-628** SUBJECT: Public Works Quarterly Status Report for the period of December 2014 through February 2015

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

Attachments: [Quarterly Report - Dec-Feb](#)

- 2. 14-625** SUBJECT: Approval to Purchase Replacement Dump Truck for the Water Distribution Program

Recommendation for Action: Staff recommends that the City Council

approve Resolution No. _____ authorizing an appropriations increase to the Vehicle Replacement budget in the amount of \$48,602.42 for the purchase of a Ford F550 dump truck. This action will increase the Vehicle Replacement Fund total budget to \$2,055,058.50 in FY14/15. Staff also recommends that the City Council authorize staff to award the purchase of the dump truck to American Truck & Trailer, a local dealership, through the National Auto Fleet Group contract #102811-NAFG in the amount of \$101,894.32.

Attachments: [NAFG Quote](#)

[Resolution](#)

3. **14-627** SUBJECT: Award Construction Contract for Kentucky Avenue Sewer Rehabilitation Project, CIP #15-13; and Approve reallocation of \$50,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ to, (1) award a construction contract in the amount of \$498,560 to McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project, (2) approve a contract contingency of up to a 10% (\$49,856), and (3) approve the reallocation of \$50,000 of additional Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13 to provide for the revised total project budget.

Attachments: [A - Resolution](#)

4. **14-630** SUBJECT: Introduce and waive first reading of Ordinance No. _____ approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of Ordinance No. _____ (Attachment 1), approving an amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area.

Attachments: [ATT 1 Cal West Ordinance Approving Development Agreement Amendment](#)

[Exhibit 1 ATT 1 Amended and Restated Development Agreement 2013](#)

[Exhibit 2 ATT 1 First Amend Development Agreement](#)

5. **14-637** SUBJECT: Adopt the new Construction Project Manager/Senior Construction Project Manager job series and related salary schedule

Recommendation for Action: Staff recommends that the City Council adopt the new Construction Project Manager/Senior Construction

Project Manager job series and related salary schedule.

Attachments: [Construction Project Manager Sr Project Manager](#)
[Salary Schedule for Construction Sr Construction Manager](#)

6. **14-641** SUBJECT: Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for May 5, 2015; and (2) adopt Resolution No. _____ declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for May 5, 2015.

Attachments: [Resolution of Intent to Annex - CFD 2004-1 \(Spring Lake\)](#)
[Resolution of Intent to Annex - Spring Lake Maintenance CFD](#)
[Exhibit B to ROI Maintenance CFD](#)

H. **REPORTS OF THE CITY MANAGER**

7. **14-640** SUBJECT: Appointment and Re-Appointment of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider the new appointment and re-appointment of members to the Board of Building Appeals, Commission on Aging, Historical Preservation Commission, Parks & Recreation Commission, Planning Commission and Traffic Safety Commission as recommended by Council Member Denny and Council Member Barajas.

Attachments: [Applications](#)

8. **14-610** SUBJECT: Award Construction Contract for Main Street Streetscape Improvement Project (Elm to Cleveland), CIP 15-16

Recommendation for Action: Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. _____ to award the construction contract in the amount of \$1,159,516 for the base bid and additive alternates 1-7 to B & M Builders, Inc. for the Main Street Streetscape Improvement Project, CIP 15-16 and authorize a 20% contingency, in an amount not to exceed \$231,903 and (3) appropriate \$298,419 of Measure E funding to the project.

Attachments: [A- Bid Results](#)
[B - Resolution](#)
[C - Construction Alternate Exhibit](#)

9. **14-615** SUBJECT: Award Construction Contract for the Downtown Streetscape Project (Main Street - Third to Sixth Streets), CIP 08-58

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of \$847,586 including the base bid and additive alternate 4 to Martin General Engineering, Inc. for the Downtown Streetscape Project (Third to Sixth), CIP 08-58 and authorize a 20% contingency, not to exceed \$169,517; and (2) appropriate \$324,503 in additional Measure E funding to the project.

Attachments: [A - Bid Results](#)

[B - Resolution](#)

[C - Alternate Exhibit](#)

10. **14-574** SUBJECT: Approve the Updated Measure E Spending Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ approving the updated Measure E (MSE) Spending Plan which alters the allocation of these resources among the various projects as described.

Attachments: [MSE Spending Plan Resolution 2015](#)

[MSE Spending Plan for 2015](#)

11. **14-647** SUBJECT: Review of Federal Legislative Priorities

Recommendation for Action: Staff recommends that the City Council formally adopt its 2015 Federal Legislative Priorities in order to guide ongoing advocacy efforts in support of city and community interests.

Attachments: [DRAFT Woodland Priorities](#)

I. **ADJOURN**

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for March 17, 2015 was posted on March 13, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

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

1.

File #: 14-645, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** March 17, 2015**SUBJECT:** Spring Budget Workshop

Introduction: The City Council has scheduled a Study Session on March 17th for the purpose of conducting a workshop to inform development of the City's upcoming FY2015/16 and FY2016/17 Budget.

Discussion

This session follows from the presentation of the Mid-Year Budget Update (February 17, 2015), and is intended to provide the City Council with a preview of the baseline two-year budget for fiscal years 2015/16 and 2016/17, as well as the most recent five-year financial forecast. In addition, staff will review additional areas of the budget that may wish to be considered in the refinement of the city's long-term financial plan designed to support and sustain priority City services.

The primary focus of the workshop will be a discussion of general revenue and expenditure trends and assumption being used to inform both the FY2015/16 budget as well as the updated financial forecast. Staff will also review the current budget framework being implemented to maintain a balanced budget, manage prudent reserve levels and advance the City Council's goal of long-term fiscal stability

While the budget outlook may be slightly improved in comparison to past fiscal years, staff anticipates very limited budget flexibility within the upcoming budget. Nonetheless, Council feedback will be solicited to inform priorities to be considered in the context of long-term financial planning.



Paul Navazio, City Manager

Attachments: 1) Workshop Outline
2) (Draft) Presentation

Spring Budget Workshop

DRAFT OUTLINE

Baseline Budget
Five Year General Fund Forecast
Fund Balances

Sustainable Budget Framework
Policy Framework
Next Steps

I. BUDGET BASELINE

- | | ←-----Forecast Assumptions -----→ | | |
|---|-----------------------------------|-----------------|--------------------|
| | FY14/15 | Two-Year Budget | Five Year Forecast |
| • Revenue Assumptions -
Property / Sales Taxes
Top 10 Revenues | | | |
| | ←-----Forecast Assumptions -----→ | | |
| | FY14/15 | Two-Year Budget | Five Year Forecast |
| • Expenditure Assumptions | | | |
| • Personnel Costs
Salaries / Overtime
Health Premiums
CalPERS Pension
Retiree Medical (OPEB) | | | |
| • Non-Personnel Costs | | | |
| • Fund Balances | | | |
-

II. LONG-TERM FINANCIAL PLANNING → Toward Fiscal Sustainability

- **Baseline Five Year-Forecast / Sensitivity**
- **Unfunded Priority Needs**

Public Safety	Streets/Roads	Parks Maintenance
Econ. Development	Sidewalks/Bike Paths	Tree Maintenance
Community Services	City Facilities	Storm Drain Infrastructure
- **Refining the Budget Challenge**
- **A Sustainable Budget Framework**
 - Revenue Opportunities
 - Cost-Savings
 - Measure E

III. POLICY FRAMEWORK

- **Budget & Fiscal Policies**
 - **General Fund Reserve Policy**
 - **Investment Policy**
-

IV. NEXT STEPS

- **FY15/16 & FY16/17 Two-Year Budget Plan**
 - Balanced Year-One Budget
 - Refinement of Year-Two Balancing Plan
 - Options for Renewal of Measure E - *(November 2016?)*
- **Budget Timelines**



FY2015/16 & FY2016/17 Spring Budget Workshop

**City Council
March 17, 2015**



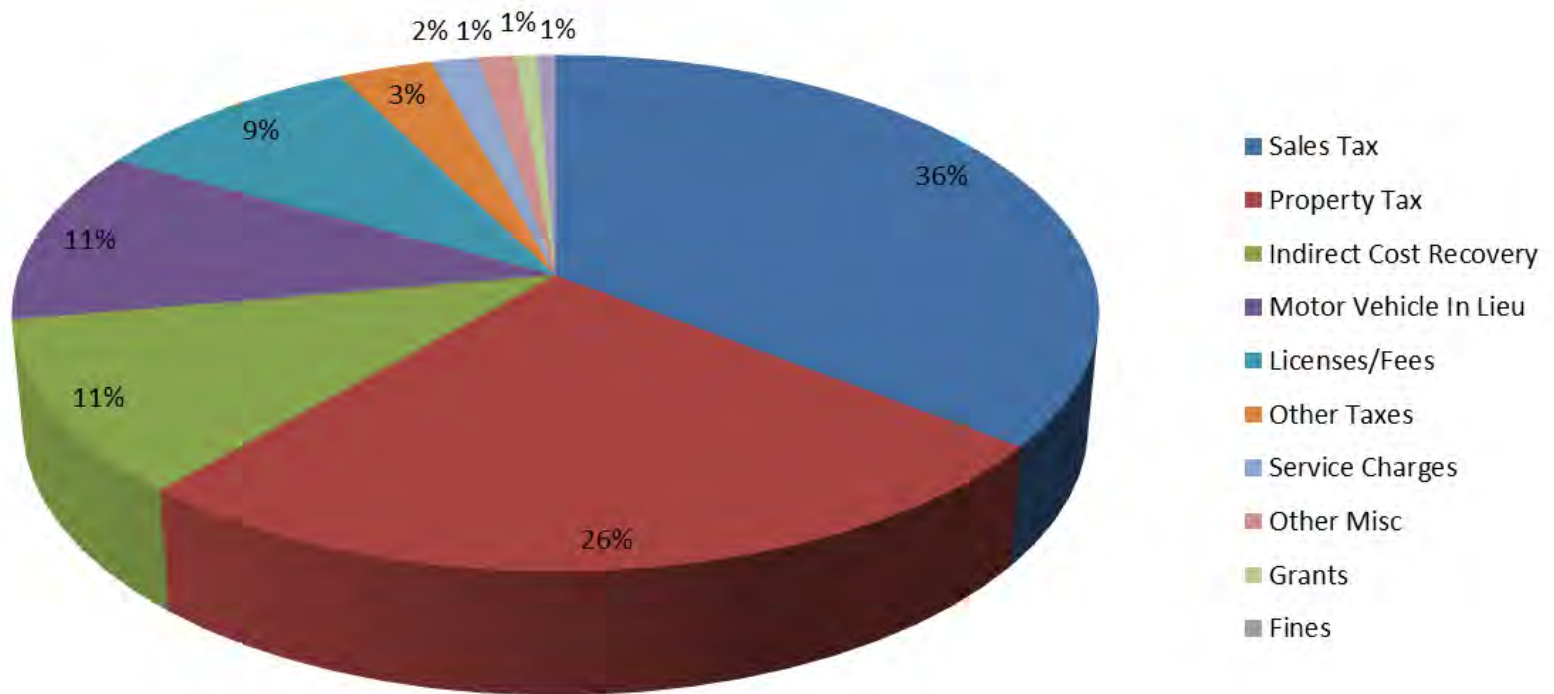
Workshop Outline

- **FY2015/16 & FY2016/17 Baseline Budget Model**
- **Long-term Financial Planning Towards Fiscal Stability**
- **Budget/Fiscal Policy Framework**
- **Next Steps**



Budget Revenue Forecast & Assumptions

FY 2015/16 General Fund Baseline Revenue Components (Excluding Measure E)

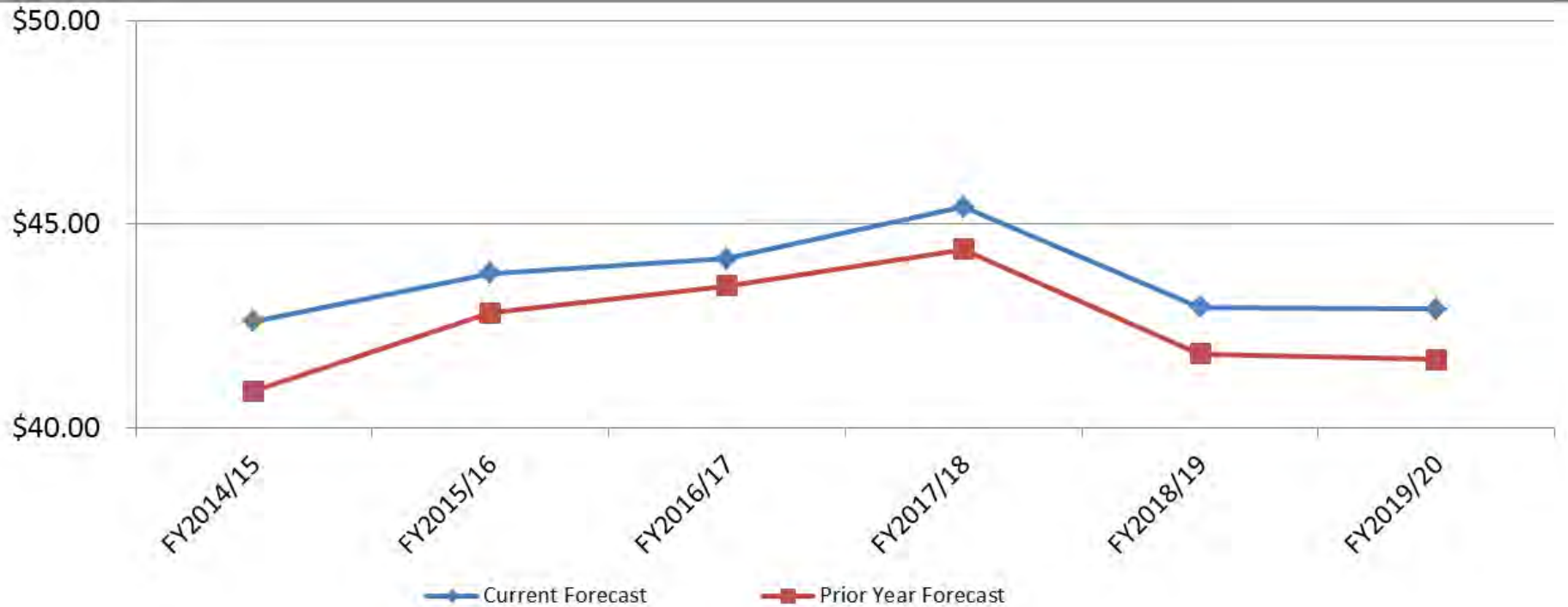


Revenues by Category

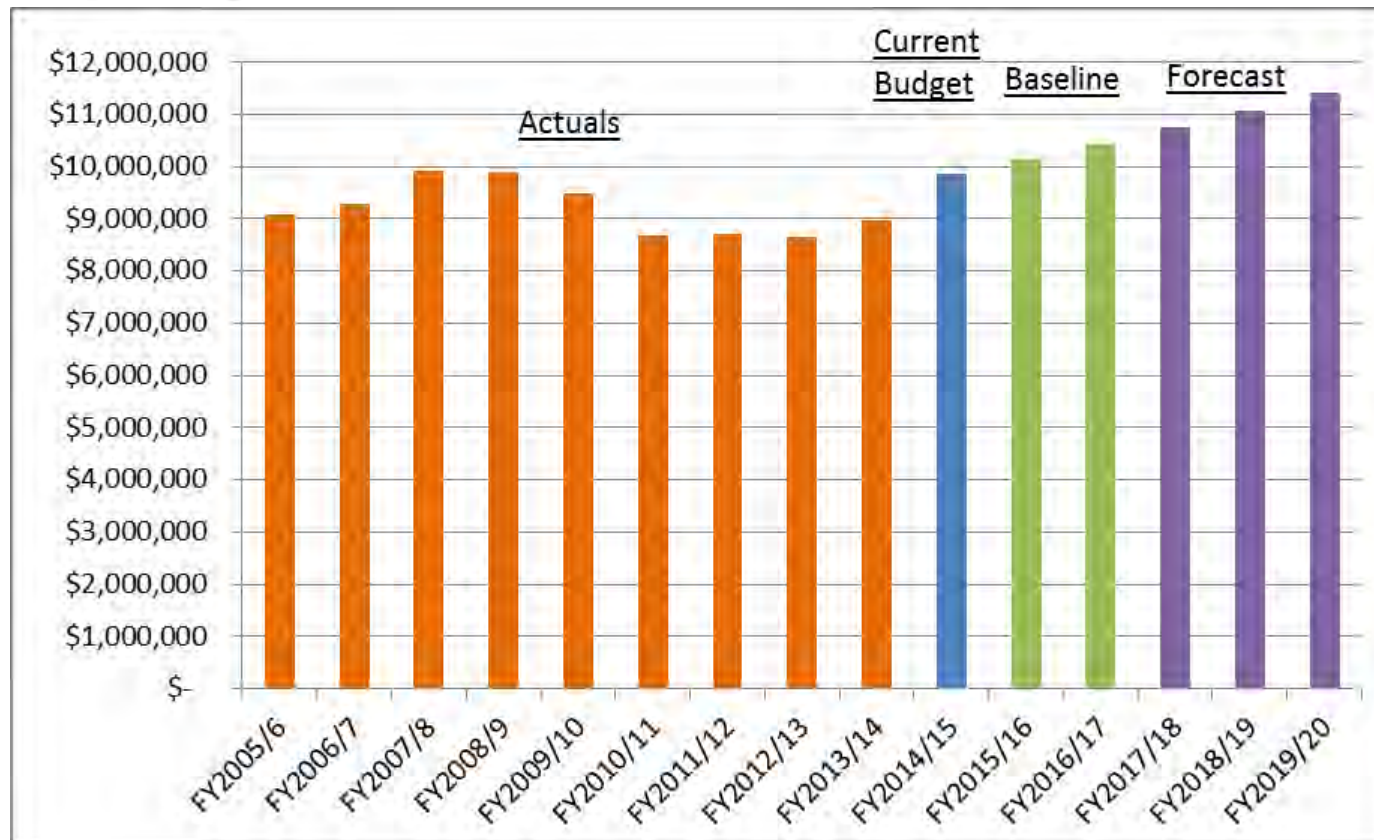
	Projected	Baseline			Foecast	
General Fund Revenue Components	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20
Sales Tax	\$12,711,976	\$13,925,477	\$13,739,345	\$14,309,708	\$14,903,594	\$15,522,080
Property Tax	9,856,513	10,147,598	10,447,324	10,760,744	11,083,566	11,416,073
Indirect Cost Recovery	4,271,990	4,271,990	4,271,990	4,271,990	4,271,990	4,271,990
Motor Vehicle In Lieu	4,154,085	4,278,708	4,407,069	4,539,281	4,675,459	4,815,723
Licenses/Fees	4,142,417	3,683,662	3,744,339	3,810,855	3,878,805	3,948,217
Other Taxes	1,201,345	1,265,416	1,290,725	1,316,539	1,342,870	1,369,727
Service Charges	617,685	628,122	633,568	646,045	658,772	671,754
Other Misc	726,801	491,717	353,359	323,380	323,401	323,423
Grants	286,000	301,000	301,000	306,420	311,948	317,587
Fines	244,816	244,832	244,847	249,744	254,738	259,833
Subtotal	\$38,213,628	\$39,238,521	\$39,433,564	\$40,534,706	\$41,705,144	\$42,916,408
Measure E (expires on September 30, 2018)	4,410,049	4,564,401	4,724,155	4,889,500	1,265,158	0
Total	\$42,623,677	\$43,802,922	\$44,157,719	\$45,424,206	\$42,970,302	\$42,916,408
 Annual Change (exluding Measure E)	 \$ 349,065	 \$ 1,024,893	 \$ 195,043	 \$ 1,101,141	 \$ 1,170,438	 \$ 1,211,264
Cumulative Change (Excluding Measure E)	 \$ 349,065	 \$ 1,373,958	 \$ 1,569,001	 \$ 2,670,143	 \$ 3,840,581	 \$ 5,051,845

General Fund Current Revenue Forecast vs. Prior Year Forecast

\$ (Millions)



Property Taxes



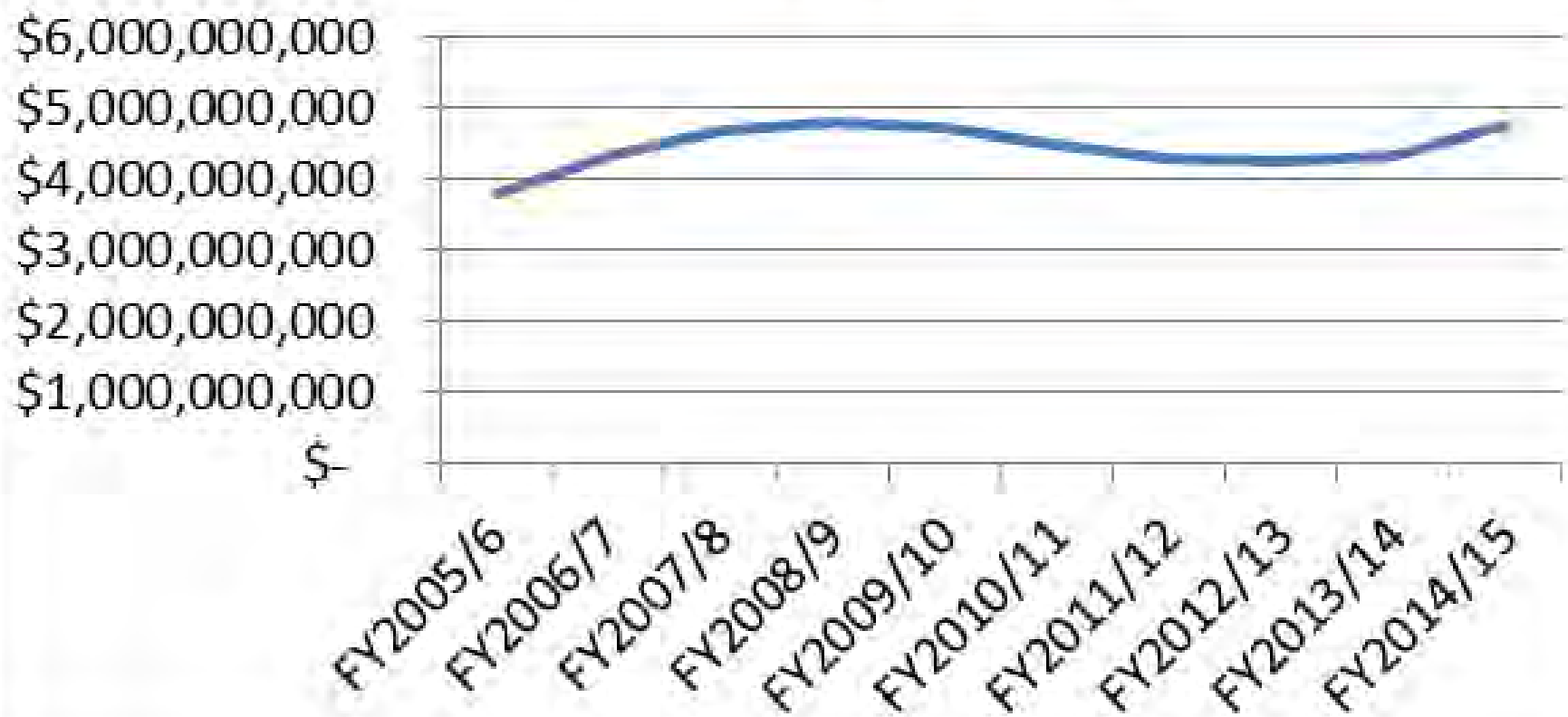
- FY2014/15: Projects 9.97% growth

- Five Year Forecast Assumptions:

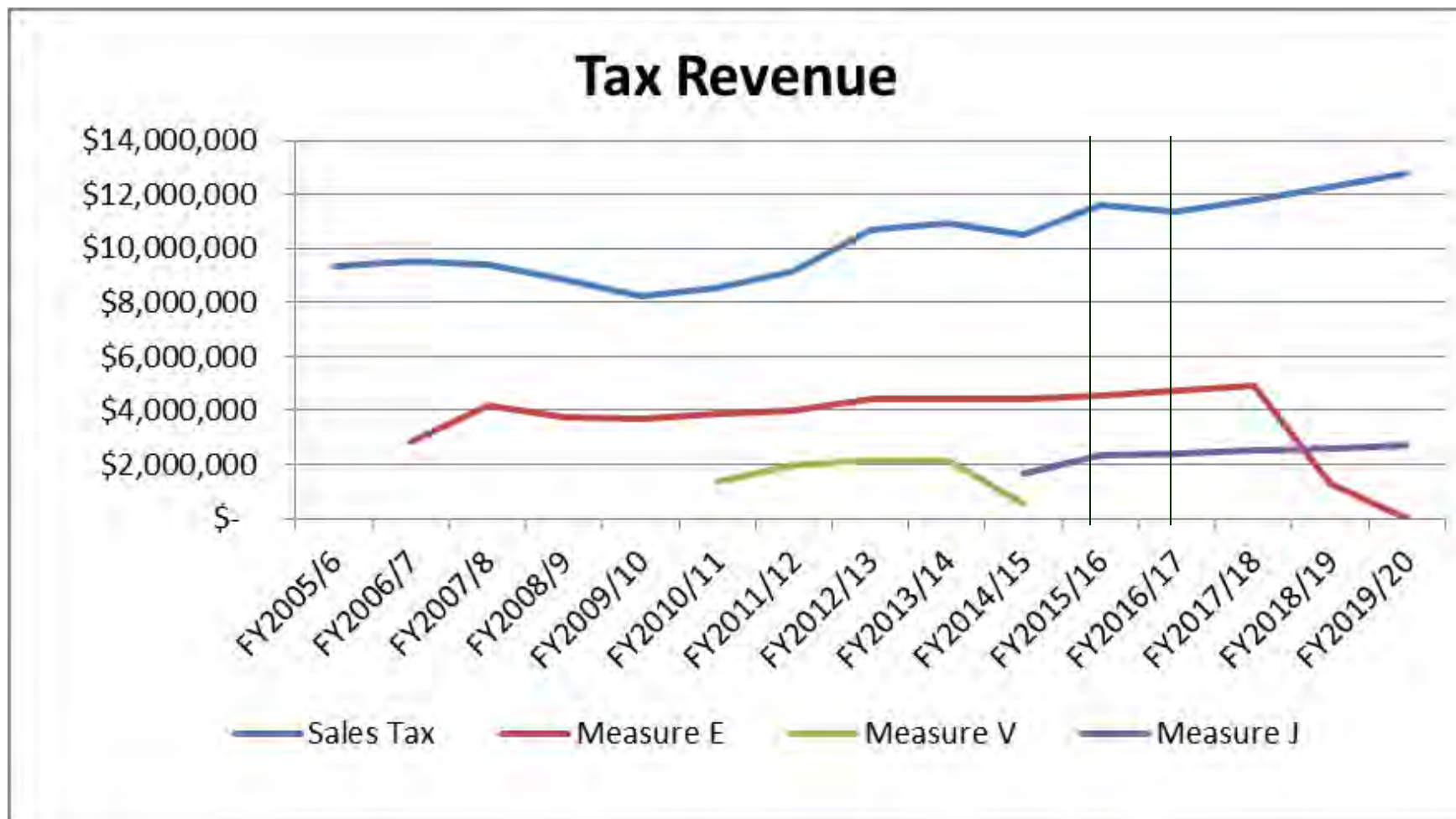
<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
3%	3%	3%	3%	3%

Property Taxes

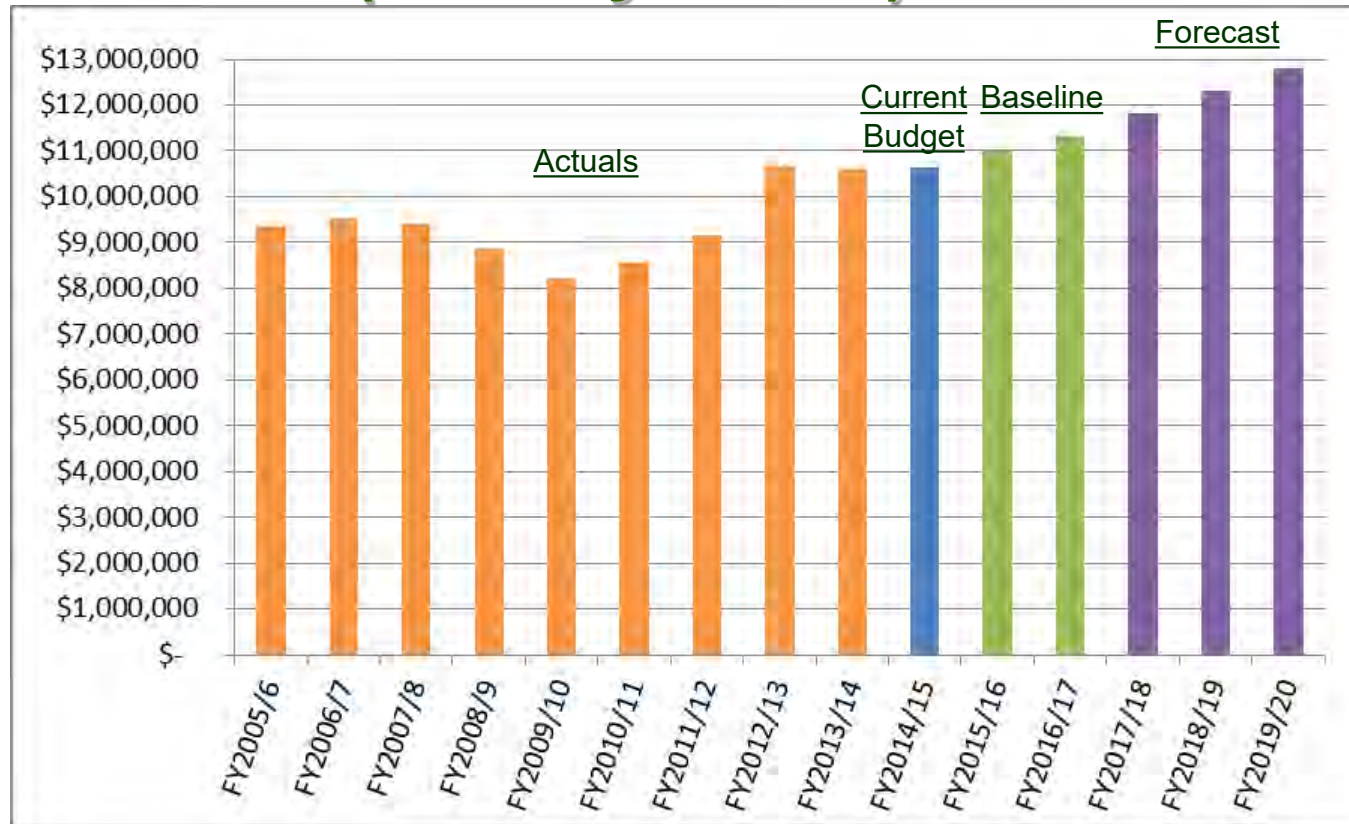
Assessed Value



Sales Tax Revenue Historical Trend & Five-year Forecast



Sales Taxes (Bradley Burns)

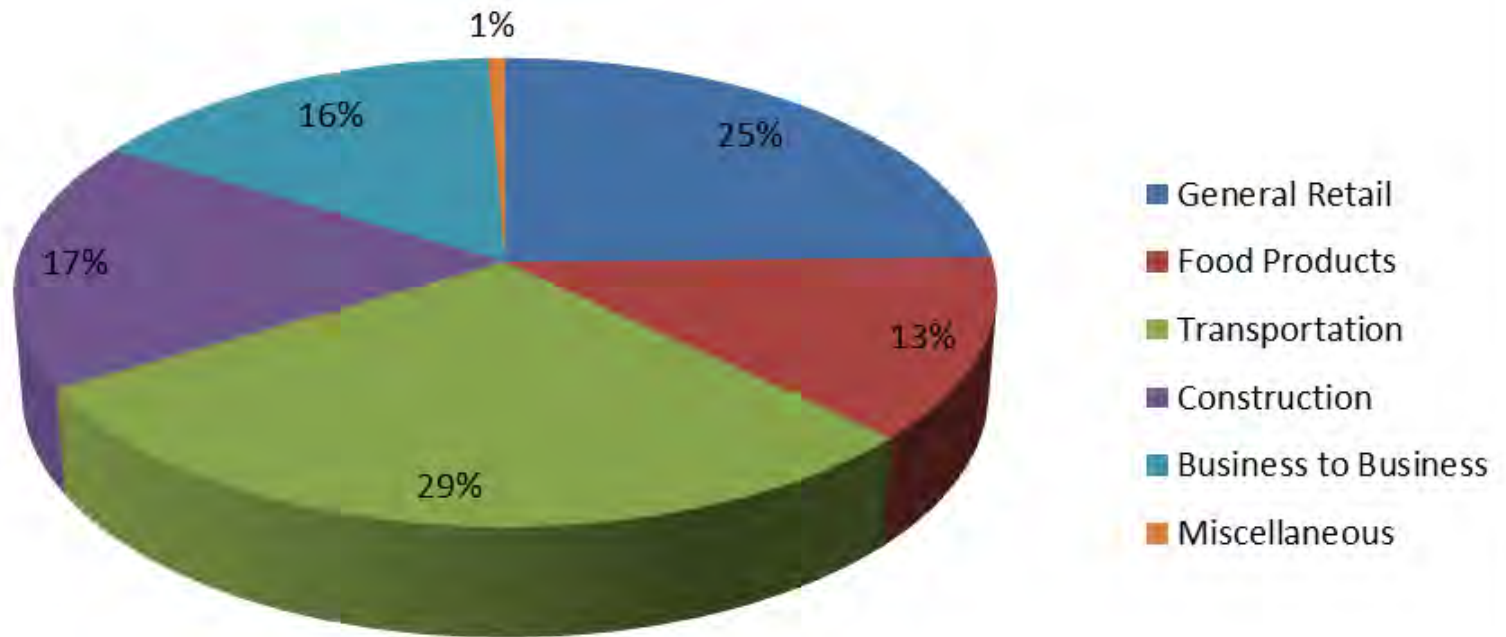


- FY2014/15: Projects less than 1% (0.30%) Growth

- Five Year Forecast Assumptions:

<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
3.42%	3.12%	4.12%	4.13%	4.13%

Sales Tax Composition

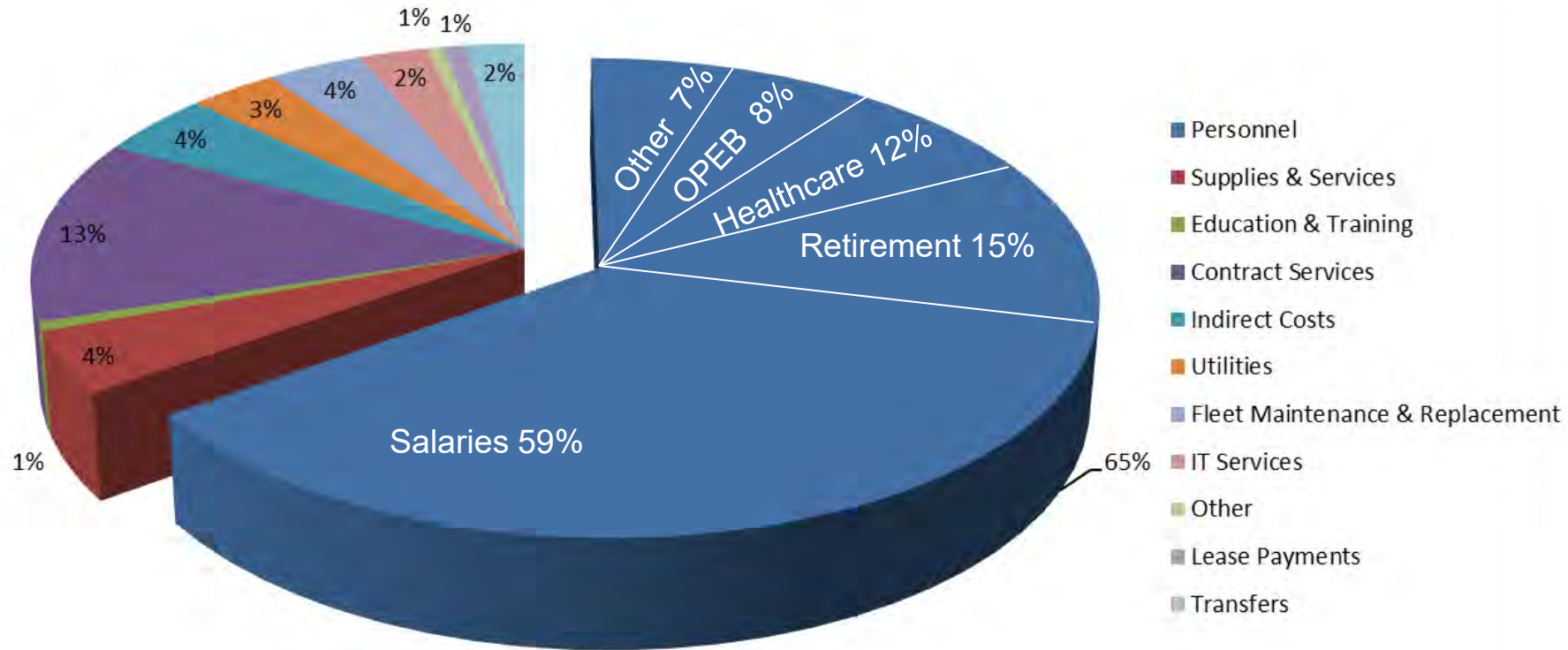




Budget Expenditure Forecast

FY2015/16 General Fund Baseline Expenditure Components (Excluding Measure E)

(\$39.37 Million)



Personnel Expenditure Forecast Assumptions

FY2015/16

FY2016/17

FY2017/18

FY2018/19

FY2019/20

Salary Growth

Current Forecast	2.39%	2.38%	1.96%	1.91%	1.91%
Annual Change/Impact to GF	\$ 312,357	\$ 329,185	\$ 270,278	\$ 275,684	\$ 281,197

Retirement

FY2015/16

FY2016/17

FY2017/18

FY2018/19

FY2019/20

SAFETY					
PERS Rate	33.6%	36.4%	38.4%	40.3%	42.2%
Annual Change/Impact to GF	\$ 205,355	\$ 362,127	\$ 186,737	\$ 177,400	\$ 177,400
MISCELLANEOUS					
PERS Rate	28.2%	30.4%	32.0%	33.5%	35.1%
Annual Change/Impact to GF	\$ 134,691	\$ 123,236	\$ 60,978	\$ 57,167	\$ 60,978

OPEB

Annual Change - Pay-As-You-Go Amount	\$ (40,871)	\$ 59,358	\$ 156,750	\$ 172,425	\$ 189,667
Annual Change - Pre-Funding Amount	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -

Health Premiums

Assumed PERS Health Rate Increases	14%	8.1%	10%	10%	10%
Annual Change/Impact to GF	\$ 317,026	\$ 206,542	\$ 275,117	\$ 302,629	\$ 332,892
Cumulative Change/Impact to GF	\$ 317,026	\$ 523,568	\$ 798,685	\$ 1,101,314	\$ 1,434,206

TOTAL ANNUAL CHANGE	\$ 1,028,558	\$ 1,180,449	\$ 949,860	\$ 985,304	\$ 1,042,134
CUMULATIVE TOTAL CHANGE	\$ 1,028,558	\$ 2,209,007	\$ 3,158,867	\$ 4,144,171	\$ 5,186,306

Other Postemployment Benefits (OPEB)

ALL FUNDS

Unfunded Liability as of June 30,2014 \$ 46,353,000

	FY2015/16
Annual Required Contribution	\$ 4,550,000
ARC as % of Salary	21.3%

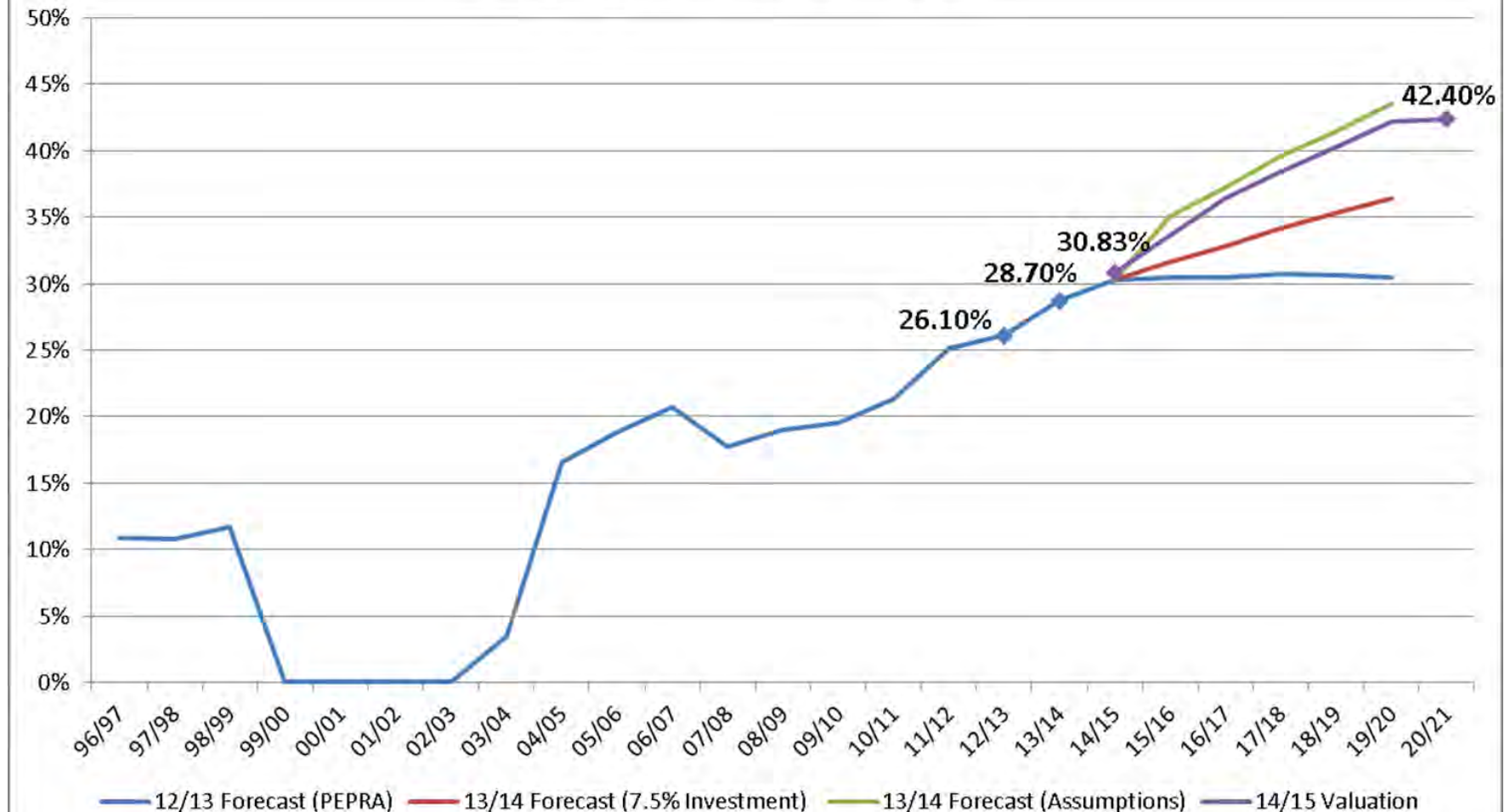
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Total OPEB Contribution	\$ 3,268,857	\$ 3,178,206	\$ 3,452,598	\$ 3,699,226	\$ 3,970,516	\$ 4,268,936
Salary	\$ 21,263,468	\$ 21,344,742	\$ 21,820,642	\$ 22,237,416	\$ 22,662,151	\$ 23,094,998
OPEB as % of Salary	15.4%	14.9%	15.8%	16.6%	17.5%	18.5%

Pre-Funding of OPEB (included in Total Contribution)

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
General Fund	\$ 400,000	\$ 500,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
All Other Funds	\$ 270,850	\$ 317,227	\$ 386,323	\$ 386,323	\$ 386,323	\$ 386,323
Total Additional Contribution	\$ 670,850	\$ 817,227	\$ 986,323	\$ 986,323	\$ 986,323	\$ 986,323

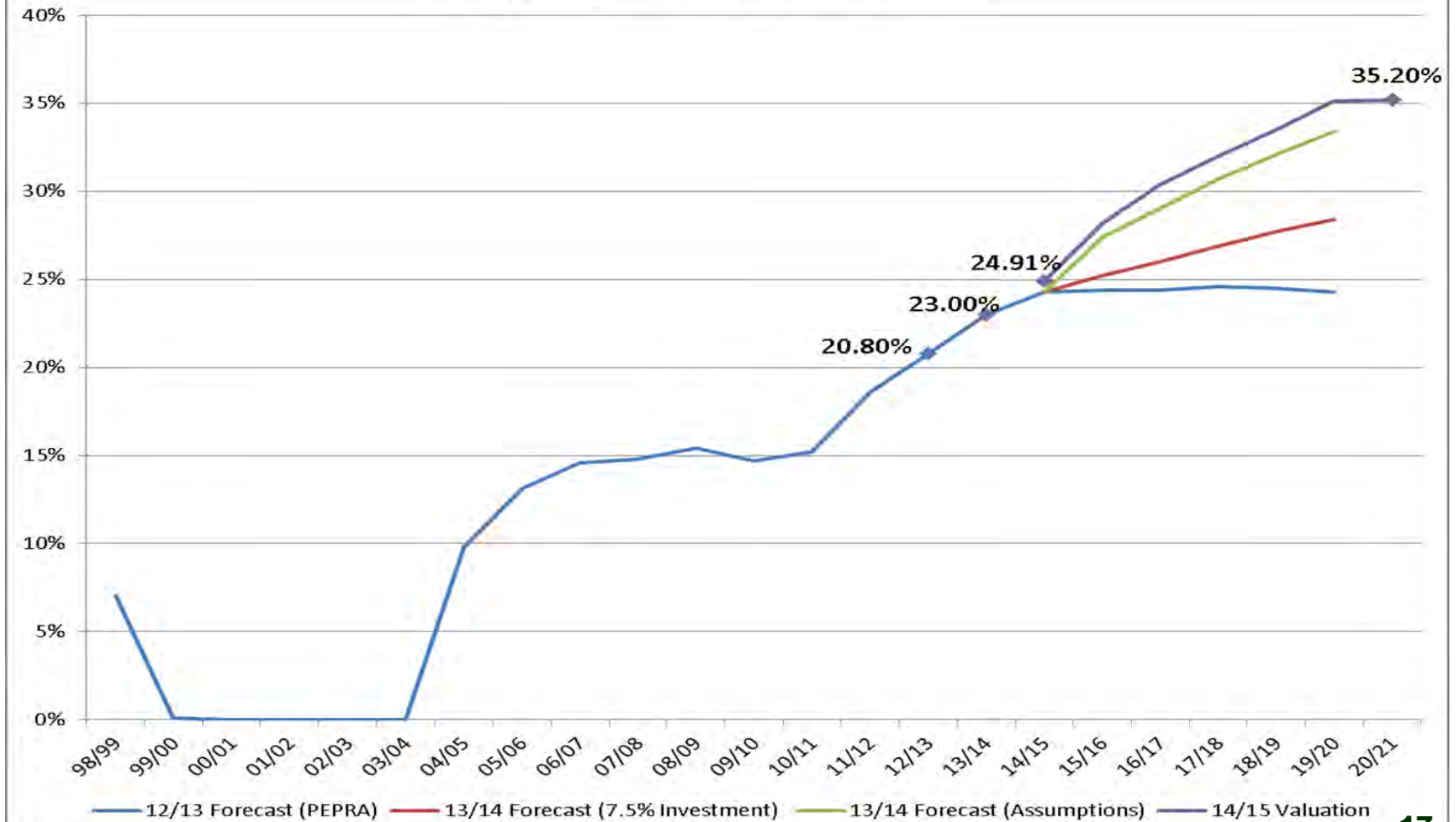
CALPERS – Retirement Benefits

SAFETY Plan Employer Contribution Rates



CALPERS – Retirement Benefits

MISCELLANEOUS Plan Employer Contribution Rates



Non-Personnel Expenditure Forecast Assumptions

(%)	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20
Supplies/Services						
Current Forecast	16%	-1%	-1%	2%	2%	2%
Education/Training						
Current Forecast	12%	-0.4%	-0.8%	2%	2%	2%
Indirect Charges - City Overhead						
Current Forecast	0%	0%	0%	0%	0%	0%
IT Chargebacks						
Current Forecast	17%	5%	4%	5%	12%	1%
Fleet Maintenance						
Current Forecast	-2%	-5%	0%	4%	4%	4%
Vehicle Replacement						
Current Forecast	-3%	13%	0%	3%	3%	3%
Utilities						
Current Forecast	5%	9%	13%	2%	2%	2%



General Fund Forecast and Fund Balances

FY2014/15 General Fund Five-year Forecast

As Adopted on June 17, 2014

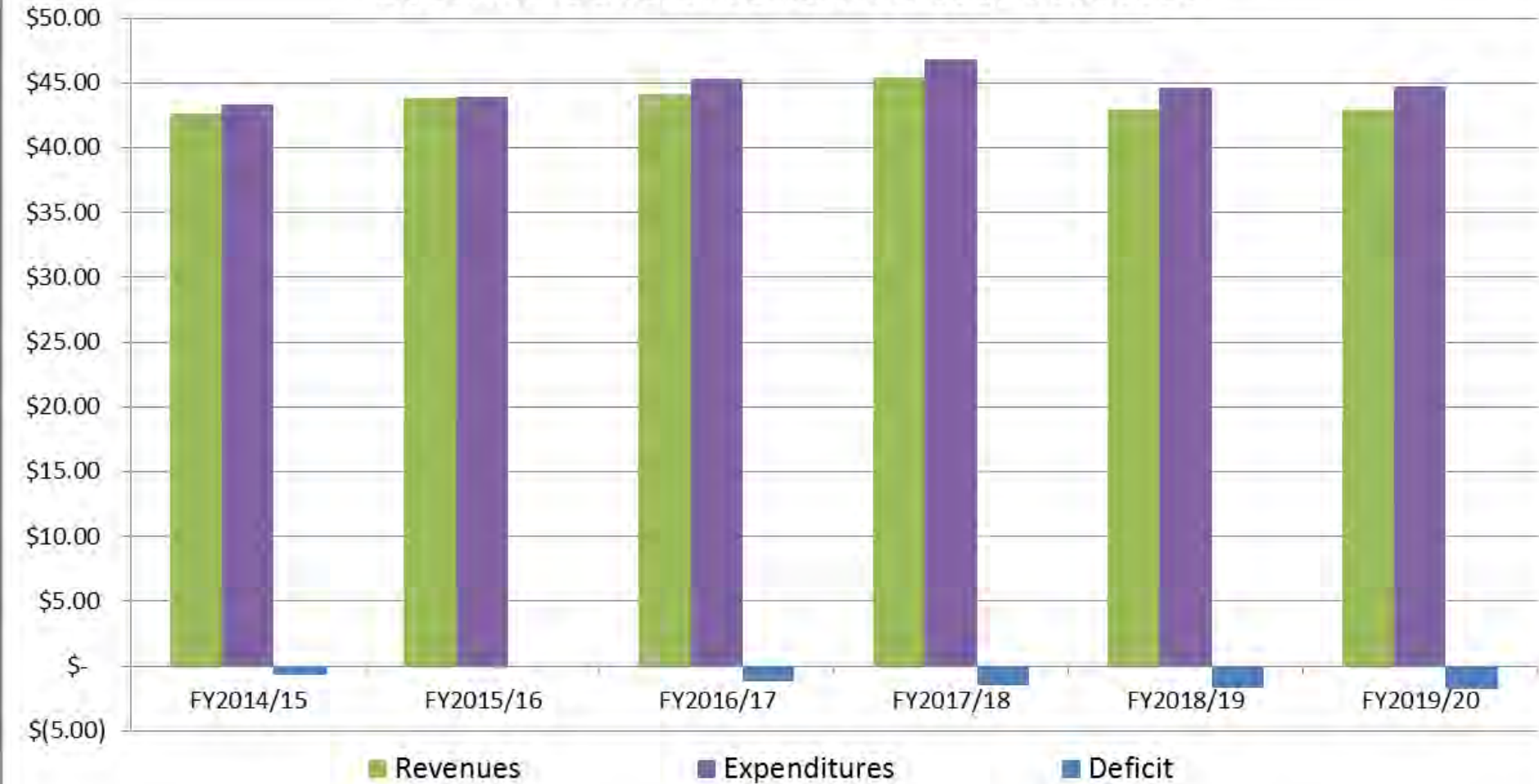
General Fund	Mid-Yr Estimate FY 2013/14	Baseline FY2014/15	Forecast				
			FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20
Beginning Balances	\$ 12,264,381	\$ 9,711,857	\$ 7,322,822	\$ 5,968,657	\$ 4,470,110	\$ 2,741,216	\$ 1,535,033
Revenues	\$ 40,866,589 0.1%	\$40,911,101 0.11%	\$42,824,991 4.68%	\$43,494,418 1.56%	\$44,397,940 2.08%	\$ 41,828,143 -5.79%	\$ 41,686,642 -0.34%
Expenditures (Includes Measure J)	\$ 40,919,112 10.3%	\$42,341,136 -2.5%	\$44,179,156 4.34%	\$44,992,965 1.84%	\$46,126,834 2.52%	\$ 43,034,327 -6.70%	\$ 42,405,119 -1.46%
Annual Surplus/Deficit	(52,524)	(1,430,035)	(1,354,165)	(1,498,547)	(1,728,894)	(1,206,184)	(718,477)
One-Time Expenses		\$ (959,000)					
Changes in Reserved Fund Balance**	-						
Transfers	(2,500,000)						
Unreserved Fund Balance	\$ 9,711,857	\$ 7,322,822	\$ 5,968,657	\$ 4,470,110	\$ 2,741,216	\$ 1,535,033	\$ 816,555
Unencumbered Carry-over Appropriations 14/15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Unreserved Fund Balance	\$ 9,711,857	\$ 7,322,822	\$ 5,968,657	\$ 4,470,110	\$ 2,741,216	\$ 1,535,033	\$ 816,555
Percentage (E.U.F.B./Revenues)	26.6%	20.1%	15.7%	11.6%	7.0%	3.8%	2.0%
Reserve Policy \$	\$ 4,743,751	\$ 4,726,650	\$ 4,954,743	\$ 5,020,330	\$ 5,115,600	\$ 5,267,884	\$ 5,419,263
Reserve Policy %	13.00%	13.00%	13.00%	13.00%	13.00%	13.00%	13.00%
"Excess" Fund Balance (over Reserve Target)	\$ 4,968,106	\$ 2,596,173	\$ 1,013,915	\$ (550,220)	\$ (2,374,384)	\$ (3,732,852)	\$ (4,602,708)

FY2015/16-FY2016/17

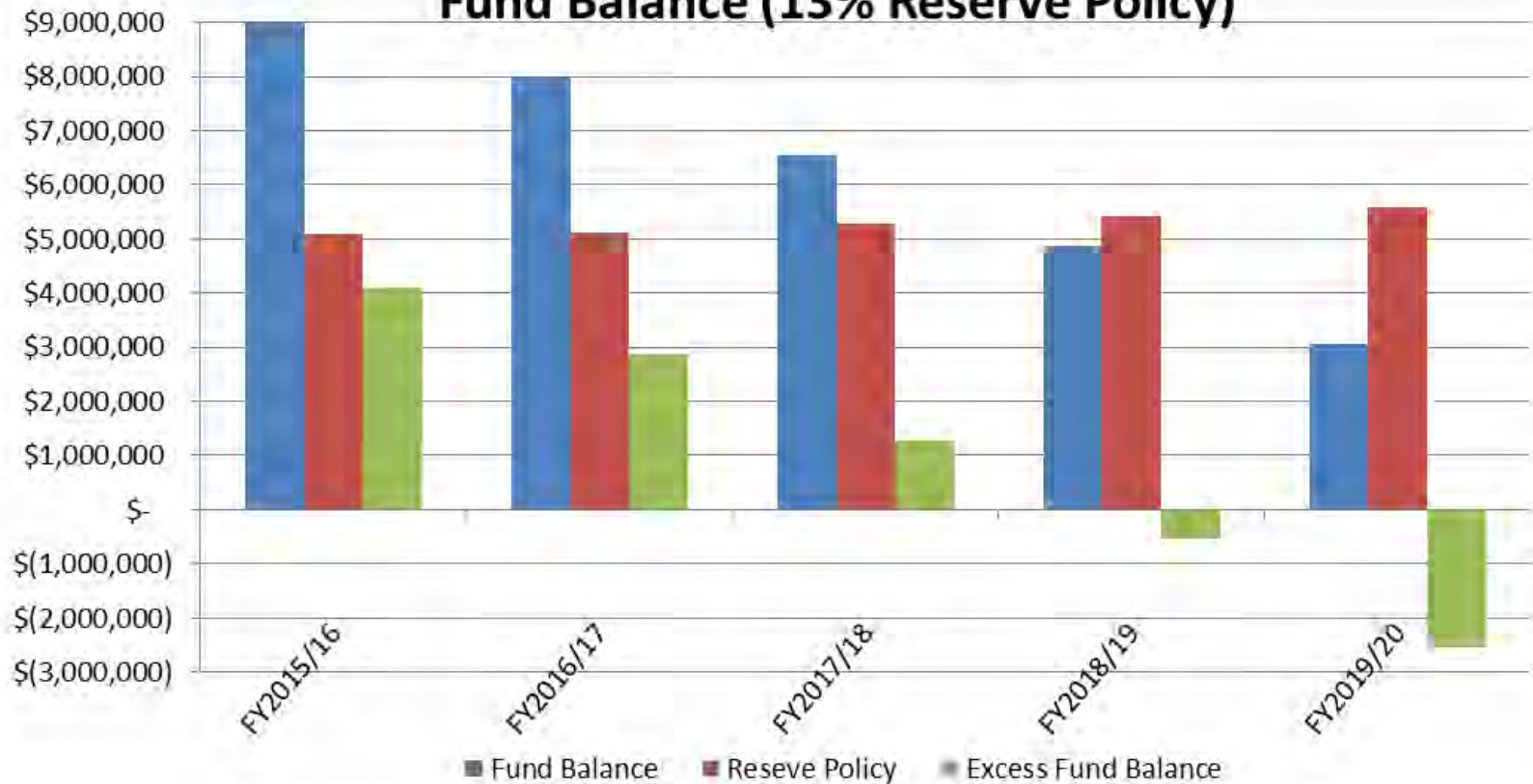
General Fund Five-year Forecast

General Fund	Adopted FY2014/15	Mid-Year Projected FY2014/15	Baseline FY2015/16	Baseline FY2016/17	Forecast		
					FY2017/18	FY2018/19	FY2019/20
Beginning Balances	\$ 9,711,857	\$ 11,138,666	\$ 9,325,122	\$ 9,195,909	\$ 7,988,984	\$ 6,550,020	\$ 4,873,412
Revenues	\$ 40,911,101	\$ 42,623,677 0.8%	\$ 43,802,922 2.77%	\$ 44,157,719 0.81%	\$ 45,424,206 2.87%	\$ 42,970,302 -5.40%	\$ 42,916,408 -0.13%
Expenditures (Includes Measure J)	\$ 42,341,136	\$ 43,355,947 0.3%	\$ 43,932,135 1.3%	\$ 45,364,645 3.3%	\$ 46,863,170 3.30%	\$ 44,646,910 -4.73%	\$ 44,742,712 0.21%
Annual Surplus/Deficit	(1,430,035)	(732,270)	(129,213)	(1,206,926)	(1,438,964)	(1,676,608)	(1,826,304)
One-Time Expenses	(959,000)	(959,000)					
Unreserved Fund Balance	\$ 7,322,822	\$ 9,447,396	\$ 9,195,909	\$ 7,988,984	\$ 6,550,020	\$ 4,873,412	\$ 3,047,109
FY14 Encumbered/Uncumbered Carry-Over to FY15 Budget Amendments		(122,274)					
Ending Unreserved Fund Balance	\$ 7,322,822	\$ 9,325,122	\$ 9,195,909	\$ 7,988,984	\$ 6,550,020	\$ 4,873,412	\$ 3,047,109
Percentage (E.U.F.B./Revenues)	20.1%	24.5%	23.4%	20.3%	16.2%	11.7%	7.1%
Reserve Policy \$ Reserve Policy %	\$ 4,726,650 13.00%	\$ 4,949,284 13.00%	\$ 5,101,008 13.00%	\$ 5,126,363 13.00%	\$ 5,269,512 13.00%	\$ 5,421,669 13.00%	\$ 5,579,133 13.00%
"Excess" Fund Balance (over Reserve Target)	\$ 2,596,172	\$ 4,375,838	\$ 4,094,902	\$ 2,862,620	\$ 1,280,508	\$ (548,256)	\$ (2,532,024)

Baseline General Fund Five Year Forecast



Baseline General Fund Five Year Forecast Fund Balance (13% Reserve Policy)



Sensitivity to Revenue Assumptions

	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20
Current Forecast					
Property Taxes	10,147,598	10,447,324	10,760,744	11,083,566	11,416,073
Sales Taxes	10,999,043	11,342,702	11,810,531	12,297,749	12,805,253
Annual Surplus/Deficit	(129,213)	(1,206,926)	(1,438,964)	(1,676,608)	(1,826,304)
Forecast with Better Than Expected Revenues					
Increase of 1% to Property Taxes per Year	101,476	211,713	324,655	445,249	573,894
Increase of 1% to Sales Taxes Per Year	109,990	224,024	348,411	484,947	633,195
Annual Surplus/Deficit	82,254	(771,189)	(765,898)	(746,412)	(619,215)
Forecast with Downgraded Revenues					
Decrease of 1% to Property Taxes per Year	(101,476)	(200,279)	(308,758)	(422,541)	(541,827)
Decrease of 1% to Sales Taxes Per Year	(109,990)	(222,802)	(343,690)	(471,995)	(609,353)
Annual Surplus/Deficit	(340,679)	(1,630,006)	(2,091,411)	(2,571,144)	(2,977,484)
Scenario with 5% Increase Assumption					
Property Tax Increase from 3% to 5% in F2015/16	201,740	212,495	218,870	225,436	232,199
Annual Surplus/Deficit	72,527	(994,431)	(1,220,094)	(1,451,172)	(1,594,105)



Unfunded Priority Needs



Unfunded Priority Needs

Infrastructure

Streets/Roads

Facility Maintenance Worker III

Park Maintenance Worker II

Cyclical Pruning

Public Safety

Fire Division Chief for Operations

Fire Marshall

COPS Grant (3 Officers)

Public Safety

Other

Cost Allocation Plan

CDD Coding Corrections

Bond Debt Service

Economic Development Staffing

Unfunded Priority Needs

Infrastructure

Streets/Roads	\$0	\$0	\$0	\$	2,000,000	\$	2,000,000
Facility Maintenance Worker III	24,646	27,000	29,320		32,074		34,852
Park Maintenance Worker II	113,989	94,880	103,031		112,708		122,472
Cyclical Pruning	100,000	100,000	100,000		100,000		100,000
Total	\$238,635	\$221,880	\$232,351		\$2,244,782		\$2,257,324
Annual Surplus/Deficit	\$ (367,847)	\$ (1,428,806)	\$ (1,671,314)	\$	(3,921,390)	\$	(4,083,628)

Public Safety

Fire Division Chief for Operations	\$ 191,442	\$ 209,733	\$ 227,750	\$	235,933	\$	244,575
Fire Marshall	191,442	209,733	227,750		235,934		244,575
COPS Grant (3 Officers)	249,758	268,418	291,389		420,255		456,661
Public Safety	0	0	0		1,500,000		1,500,000
Total	\$ 632,642	\$ 687,883	\$ 746,890	\$	2,392,122	\$	2,445,811
Annual Surplus/Deficit	\$ (1,000,490)	\$ (2,116,689)	\$ (2,418,204)	\$	(6,313,512)	\$	(6,529,439)

Other

Cost Allocation Plan	900,000	900,000	900,000		900,000		900,000
CDD Coding Corrections	101,167	138,717	143,698		148,861		154,314
Bond Debt Service					842,933		826,166
Economic Development Staffing	130,722	143,212	155,515		161,102		167,003
Total	\$ 1,131,889	\$ 1,181,929	\$ 1,199,213	\$	2,052,896	\$	2,047,483
Annual Surplus/Deficit	\$ (2,132,379)	\$ (3,298,618)	\$ (3,617,417)	\$	(8,366,409)	\$	(8,576,922)



A Sustainable Budget Framework

- **Revenue Opportunities**
- **Cost Savings**
- **Measure E**



Policy Framework

- **Budget and Fiscal Policies**
- **General Fund Reserve Policy**
- **Investment Policy**



Next Steps



Preliminary Budget Framework

■ FY2015/16 & FY2016/17

- Balanced Year-One Budget
- Refinement of Year-Two Balancing Plan
- Options for Renewal of Measure E (November 2016?)



Budget Adoption Timetable –

- March 17th - Council Budget Workshop – Preliminary Framework
- March 17th - Measure E Spending Plan
- April 7th - Reserve Policy Discussion
- April 21st - Budget Framework / Priority Needs Discussion
- May 19th - Introduction of PROPOSED BUDGET
- June 2nd - Council Discussion – Proposed Budget
- June 16th - Budget Adoption (Tentative)
- June 23rd - (if needed)

Legislation Text

File #: 14-649, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Long Range Calendar

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

Staff ContactAna Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org**Background**

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

Prepared by: Ana Gonzalez, City Clerk



Paul Navazio, City Manager

Attachment

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

APRIL 7TH

REGULAR MEETING

REPORTS DUE 3/24

Committee Reports

Minutes

City Council Meeting Minutes of March 3rd and March 17th

Public Hearing

CDBG – Updated Five-Year Plan

Consent Calendar

Award Construction Contract for Water Main Replacement Project, CIP 15-19

Railroad Crossing Agreement with Sierra Northern

Authorize CM to Execute Applications with Railroad for Kentucky Widening Improvements, CIP 04-07

Award Construction Contract for East Kentucky Ave Sewer Rehabilitation Project, CIP 15-13

Purchase of Two Replacement Chevy 4X4 Pickup Trucks for the WPCF

Building Plan Check Budget Augmentation

2nd reading of Ordinance approving Amendment to DA Agreement between CofW and Cal West

Renewal of Microsoft Software Licensing Agreement

Regular Calendar

Purchase of Three Replacement Motorcycles for the Police Department

Tobacco Retail Licensing Ordinance

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

Update/Revision of Development Impact Fees

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study

Update Economic Development Strategic Plan

Updated 3/13/15



Legislation Text

1.

File #: 14-628, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Public Works Quarterly Status Report for the period of December 2014 through February 2015

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

Staff Contact

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

Fiscal Impact

None - for information only.

Background

This quarterly status report covers the period of December 2014 through February 2015. The Report presents a summary of Service Requests and Work Orders completed, and also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion

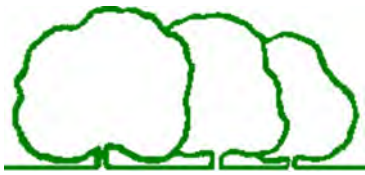
Staff recommends that Council receive the Report and advise staff if they have any questions.

Prepared by: Johanna Currie
Senior Management Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio, City Manager

Attachment



Public Works Department.

Quarterly Status Report

December 2014 through February 2015

For the Months of Dec 2014 thru Feb 2015		
Division	Service Requests	Work Orders
Administration	697	-
Electrical	99	126
Environmental Services	339	-
Facilities	98	197
Fleet	-	514
Parks	12	75
Pretreatment	0	99
Sewer	98	396
Signs & Markings	7	103
Storm Drain	48	60
Streets	69	151
Urban Forestry	53	120
WPCF	-	68
Water	1,124	324
Grand Total	2,644	2,233

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

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

Total for <u>Calendar</u> Year 2015 Through 2/28/15	
Service Requests 1,808	Work Orders 1,439

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

Environmental Services Division

The following were major projects this quarter:

- Solar project – Finalized Power Purchase Agreement and related legal documents, initiated final design work.
- Electric vehicle charging – Installed EV chargers in two downtown locations.
- Climate Action Plan – Partnering with Woodland Tree Foundation, reached 20% of 2,400 Trees Campaign goal in the first quarter of the campaign. Continued planning for launch of PG&E-sponsored residential energy efficiency program with Empower Efficiency.
- Water conservation – Planning 3rd Water-Wise Wednesdays outdoor conservation workshop series and 4th home water-wise landscape tour.

Fleet & Facilities Division

- **Facilities Services:** Lincoln Training Center (the new janitorial services contractor) began services on January 16th. The City received a 5% discount in February due to the contractor not meeting service level expectations according to the contract. The contractor has improved services since then, and we fully expect that quality of services will be maintained going forward.
- **Fleet Services:** Fleet Services achieved a 96.8% Fleet Availability rate in the past quarter (exceeding our 95% goal)! What this means is that registered vehicles and equipment were available to the users over 96% of the time. This speaks volumes about Fleet's ability to service vehicles/equipment in a timely and effective fashion so that departments can accomplish their duties with minimal interruption.

Right of Way Division

- **Electrical: School Signalized Crosswalk Upgrade** –The original installation of the signalized crosswalks were part of the Safe Route to School Project in 2009. During this project, a new type of in-pavement lighting system was used due to the ability to monitor the system through the internet. This new technology was helpful for maintenance issues and changing operations of the intersection remotely. However, during the first year we had numerous failures with the in-pavement lighting portion of the system.

During that time we had the manufacture install the newest version of lights; however, they continue to fail after a few months of usage. The Maintenance and Engineering groups within the City continued to work with the manufacturer to remedy the problem. However, the company was bought out and the new owners did not support the warranty of the product. The Electrical group has scheduled to replace one defective lighting system every fiscal year; this is the only replacement we can perform due to budget constraints. This project is roughly 20% complete.

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

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

- **Streets: 2015 Seal Project** - In preparation for the 2015 seal project in Zone 1, the Street group has started routine maintenance in this area. Zone 1 consists of roads from W. Main St to just north of W. Kentucky Ave between N. West St and County Rd 98.

The Street group has crack-sealed approximately 85% of this area to date and performed minor skin paving at multiple locations. Staff has surveyed this area and

identified areas that will require base repair and additional skin paving. These projects will begin in the spring of 2015 and will be completed prior to Zone 1 being sealed.

- Streets: Annual Sidewalk Trip Reduction Program – Beginning in February, Precision Concrete Cutting started this program for the City. The area targeted this year is focused around Douglass Middle School and the surrounding side streets. This area was chosen due to the heavy pedestrian traffic generated not only by the school, but also the adjacent church, YMCA, and small shopping center.

Parks Division

- Urban Forestry: Maintenance
Council approved the contract for our annual cyclical tree maintenance with West Coast Arborists (WCA); the total amount of the contract is \$150K. The funding is broken down as follows:

General Fund - WCA has completed \$20K of the \$133K that was slated for this area.
Gibson Ranch Lighting and Landscape District - \$10K
Spring Lake Lighting and Landscape District - \$7K

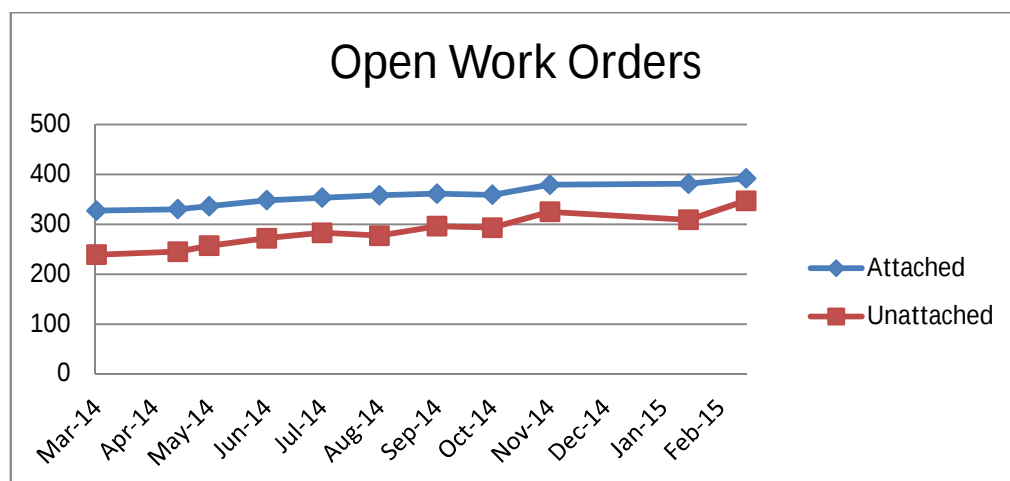
Our tree pruning contractor (WCA) has started on the surface streets in Area 13. This is due to the need for heavier traffic controls that are required to finish the remaining trees in Area 6.

- Currently there are 392 attached and 347 unattached work orders that are open and waiting to be processed. This is a total of 739 pending tasks that are currently on the books waiting for staff time and equipment.

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

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

Below is a graph depicting the volume of work orders over the last 12 months.



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

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

- a. Resurfacing of basketball courts and tennis courts
 - b. Updating restrooms and picnic areas to meet ADA standards
 - c. Replacing all barbecue pits that have rusted out.
 - d. Continuous painting of all picnic stations and restroom facilities/shops.
 - e. Continuous maintenance of 15 playgrounds.
 - f. Continuous maintenance of fencing/gates at all Parks
 - g. Changing all old wood picnic tables and benches to current standards (concrete or steel) to reduce yearly maintenance.
- Klenhard Park– Klenhard Park is in the process of receiving a new T-Ball field that is being donated by Cal Ripken. The City will be assisting with alteration of the irrigation system to accommodate the new field and will help where needed, but Cal Ripken volunteers will be doing the majority of the field installation.

The City really appreciates the efforts of this group to help address our shortage of staff. It's this type of volunteerism that keeps our community thriving and our sports programs going.

Utilities - Sewer and Storm Division

Recently a bicyclist traveling south on Pioneer Avenue rode over the top of a storm drain inlet, lost control of their bicycle, and fell. Fortunately, the bicyclist's injuries were minor. The causal problem was in the design of the drain inlet grate which allowed narrow bicycle tires to fall between the grate bars. Currently staff is surveying the entire City to locate and document all of this style of grate presently in service. To date, 269 of this type have been found, of which 9 fit into a priority repair category (those located in dedicated bicycle lanes). All priority grates will be retrofitted by staff as soon as possible. In addition, once the entire City has been inspected and a final count is obtained, CDD intends to research possible grant funding to complete the balance of the repairs.



Original



Modified

Utilities - Water Production and Distribution Division

- **Well 21**

Well #21 was pulled due to severe vibration; after further investigation, staff found that the newly installed bowls had a manufacturer defect. Staff is currently working with Eaton Pumps to get a credit related to the defective product. This Well is still out of service.

- **Well 5**

Water entered the motor at Well #5 and shorted out the windings during the heavy rains we incurred in January.

After the installation, we noticed large amounts of sand on the ground. Staff tried several techniques to get rid of the sand, but were unsuccessful. Staff decided to pull the motor and run a camera down the column to try and identify the issue. After reviewing the video, staff found a separation in the casing about 293' down and a split in the casing at 374' down. These two defects could possibly be the entry points for the sand. Possible solutions are in the works. This Well site is currently off line.



- **City Hall**

The City Hall is now backflow protected; staff worked diligently in the early morning hours of February 25th installing two backflows on both services that feed the building. Staffs also worked around City Hall, as well as the surrounding businesses, and were able to replace several broken valves in the area. These jobs required a lot of planning, preparation, and communication between many different parties.



- **New Water Treatment Plant**

On short notice, crews were able to install a 4" meter, backflow and service to the Davis-Woodland Surface Water Project. This allowed the plant to fill up its roughly 3 million gallon storage tanks for a soak test, which is required by the State. Staff received several compliments from all involved on the speed and professionalism shown on this job.



Wastewater Operations Division

The Wastewater Pretreatment program consists of an Environmental Compliance Specialist and an Environmental Compliance Inspector I/II. Both positions were recently filled at the Environmental Compliance Inspector I/II level. Angela Weeks, formerly with Community Development, and Jon Guse, formerly in the Streets Division of Public Works, have accepted and are currently working in these positions. Additionally, we were able to hire two former City Pretreatment Inspectors, Jo Ann Beal and Skip Woltmon, as temporary employees to provide hands-on training to Angela and Jon.

Work continues on the aeration upgrade project with the first basin and blower building nearing completion in June and July 2015 respectively. The second basin (of three) retrofit will commence immediately following.



Modified oxidation ditch with beginning of blower building behind

Legislation Text

2.

File #: 14-625, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Approval to Purchase Replacement Dump Truck for the Water Distribution Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing an appropriations increase to the Vehicle Replacement budget in the amount of \$48,602.42 for the purchase of a Ford F550 dump truck. This action will increase the Vehicle Replacement Fund total budget to \$2,055,058.50 in FY14/15. Staff also recommends that the City Council authorize staff to award the purchase of the dump truck to American Truck & Trailer, a local dealership, through the National Auto Fleet Group contract #102811-NAFG in the amount of \$101,894.32.

Staff Contact

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

Council Goal

Maintain City Infrastructure - Ensure appropriate resources in support of the Water Distribution program in the amount of \$101,894.32.

Fiscal Impact

The new F550 dump truck will replace an older F350 dump truck that has reached or exceeded its programmed end-of-life. The total cost for replacing the dump truck is \$101,894.32, including the price of the vehicle plus up-fit expenses and applicable taxes. \$53,291.90 of the cost was previously approved by Council for this vehicle's replacement budget, leaving a \$48,602.42 funding gap that will be covered by the Water Distribution program's FY14/15 amended operating budget. The older dump truck will be sent to auction, and the public auction proceeds will be returned to the reserve fund to be applied towards future vehicle purchases for the Water Distribution program.

Background

City Council previously approved the budget to replace F350 dump truck #557 during the Fiscal Year 2014/2015 budget review cycle. Fleet Services met with Water Distribution staff to gain their input on the specifications they need on their new vehicles. It was determined during the meeting that staff needed to upgrade the current configuration from an F350 to an F550 in order to have enough payload to safely haul gravel and heavy water systems assets. Staff also included the need for a truck-mounted air compressor and other auxiliary equipment that was not originally installed on the older dump truck.

Fleet Services obtained a quote from American Truck & Trailer for a F550 Dump Truck with all the required specifications from the end user. American Truck & Trailer is not only a local dealership that will reap the economic benefit of this purchase, but it is also an awarded contractor with the National Auto Fleet Group (NAFG) contracting cooperative, and was able to provide discounted pricing under the NAFG using contract #102811-NAFG. There was need for Fleet Services to undergo the formal bidding process in this case since the NAFG has already awarded the contract under a competitive process and the City will be awarding the purchase to a local business.

Discussion

The total quote came to \$101,894.32. All the extra required upgrades resulted in a \$48,602.42 funding gap between the total cost of the vehicle and the amount budgeted in FY 14/15. The reason why there is a significant funding gap is because Fleet Services was collecting a replacement reserve for #557 at the rate of an F350 dump truck with the basic features. Adding the extra equipment along with upgrading the truck from a F350 to a F550 is what drove up the total cost of the vehicle. The Water Distribution program manager has affirmed that there are adequate funds available in his program's operations and maintenance budget to cover the funding gap. Fleet Services, in coordination with Finance staff, transferred \$48,602.42 from the Water Distribution operating and maintenance budget to the Vehicle Replacement Reserve fund. Now the final action is for Council to approve increasing the Vehicle Replacement budget by \$48,602.42 in order to pay for the new dump truck. These funds will be transferred from account code 012-090-4901 (Vehicle Replacement Reserves) to account code 012-084-7841-5545 (Vehicle Replacement Budget).

Although Council approved the budget to replace the dump truck, the purchase itself requires a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than \$50,000 must be awarded by City Council. Fleet Services will create a purchase order once Council approves the purchase. The dealership will place the dump truck on order once the purchase order is received from the City. It will take approximately 6-7 weeks for delivery after the order has been placed. When the new truck arrives, Fleet Services will need approximately two weeks to in-process the vehicles before it is released to the Water Distribution program for use. Dump truck #557 will be turned in for auction when the new dump truck is fully operational.

Conclusion

Staff recommends that the City Council approve Resolution No. _____ authorizing an appropriations increase to the Vehicle Replacement budget in the amount of \$48,602.42 for the purchase a replacement Ford F550 dump truck. This action will increase the Vehicle Replacement Fund total budget to \$2,055,058.50 in FY14/15. Staff also recommends that the City Council authorize staff to award the purchase of the dump truck to American Truck & Trailer, a local dealership, through the National Auto Fleet Group contract #102811-NAFG in the amount of \$101,894.32.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Greg 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: National Auto Fleet Group Quote
Resolution

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) BUY-NJPA • (626) 457-5590

(855) 289-6572 • (831) 480-8497 Fax

REVISED

February 26, 2015

Troy Thomason
City of Woodland
Woodland, CA.

RE: Vehicle Proposal
NJPA Contract Purchase

Dear Troy;

National Auto Fleet Group is pleased to offer the following proposal for your review and consideration:

2016 Ford F550 Extended Cab Chassis w/ ATTBC Dump Body
(Per Attached Specification)

Truck Cost	\$ 36,335.00
Body Cost.....	\$ 57,784.00
8.25 % Sales Tax.....	\$ 7,764.82
Tire Tax.....	\$ 10.50

Net Cost.....	\$ 101,894.32

FOB: Your Location

Delivery: TBD

This purchase is made available under the National Joint Powers Alliance contract # 102811-NAFG
Thank-you for the opportunity to offer this proposal to you and if you have any questions
please call or email me.

Thank-you,
National Auto Fleet Group



Mike Ladner
National Account Manager



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A
PURCHASE OF A REPLACEMENT FORD F550 DUMP TRUCK FROM AMERICAN
TRUCK & TRAILER**

WHEREAS, the City of Woodland wishes to replace an older Ford F350 dump truck with a new Ford F550 dump truck;

WHEREAS, the City of Woodland wishes to increase the total Vehicle Replacement budget by \$48,602.42 for the purchase of a Ford F550 dump truck;

WHEREAS, the City of Woodland wishes to transfer \$48,602.42 from account code 012-090-4901 (Vehicle Replacement Reserves) to account code 012-084-7841-5545 (Vehicle Replacement Budget) and increase the total FY 14/15 Vehicle Replacement budget to \$2,055,058.50;

WHEREAS, the City of Woodland wishes to purchase the new Ford F550 dump truck from American Truck & Trailer of Woodland in the amount of \$101,894.32 under the National Auto Fleet Group contract #102811-NAFG;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby approves the increase to the Vehicle Replacement Budget to \$2,055,058.50 and the purchase of a Ford F550 dump truck from American Truck & Trailer of Woodland in the amount of \$101,894.32.

PASSED AND ADOPTED by the City Council on this 17th day of March 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

Ana Gonzalez, City Clerk

Legislation Text

3.

File #: 14-627, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Award Construction Contract for Kentucky Avenue Sewer Rehabilitation Project, CIP #15-13; and Approve reallocation of \$50,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ to, (1) award a construction contract in the amount of \$498,560 to McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project, (2) approve a contract contingency of up to a 10% (\$49,856), and (3) approve the reallocation of \$50,000 of additional Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13 to provide for the revised total project budget.

Staff Contact

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

Fiscal Impact

The Kentucky Avenue Sewer Rehabilitation Project (CIP 15-13) was authorized in September 2014 with a total project budget of \$560,000, provided through Sewer Enterprise funds. The proposed contract award, plus construction contingency and soft costs results in a revised total project cost of \$610,000. With the approval to award the construction contract, staff is requesting that an additional \$50,000 of available Sewer Enterprise Funds be reallocated to the Kentucky Sewer Rehabilitation Project.

There are no impacts to the City's General Fund.

Background

The sewer line along Kentucky Avenue is a major sewer trunk line. Segments of the pipe were constructed with cast iron pipe. This material is subject to hydrogen sulfide corrosion in sanitary sewer applications. The sewer line was inspected using the City's Closed Circuit Television Van as part of the City's routine inspection. During the inspection it was noted that there was severe deterioration of the cast iron pipeline material. The segments along Kentucky Avenue requiring replacement include: I-5 crossing, east of I-5, and Pioneer Avenue intersection. The pipeline was installed in 1965 and the cast iron sections have reached the end of their useful life. The project involves installing a lining system in the pipe to restore structural integrity of the sewer; and be corrosion resistant.

Discussion

The City advertised for bids on February 6, 2015. On March 4, 2015, the City received 2 bids for CIP 15-13 in the amounts of \$498,560 from McGuire and Hester, and \$646,560 from California Trenchless. The engineer's estimate for the project construction is \$501,085. Staff has performed due diligence in reviewing the bids. McGuire and Hester has been determined to be the low-bidder and has complied with all technical submittal requirements.

The type of work to be performed on this particular project is somewhat specialized, lending itself to a smaller pool of potential contractors. Therefore, it is not surprising that only two bids were received. Given that the low bid is within the original engineer's estimate and the contractor is experienced with this type of work; staff is confident with moving forward with McGuire and Hester.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 90 days for completion of the project which includes weekends, holidays, delays due to weather and lead time for ordering pipe material. Staff anticipates completion of the project in late June 2015.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ to (1) award a construction contract in the amount of \$498,560 to McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project; (2) approve a ten percent (10%) construction contingency in the amount of \$49,856; and (3) approve the reallocation of \$50,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13.

Prepared by: Ed Wisniewski, Associate Civil Engineer

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



Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A CONSTRUCTION CONTRACT WITH MCGUIRE AND HESTER IN
THE AMOUNT OF \$498,560 AND AUTHORIZING A TEN PERCENT (10%)
CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$49,856 FOR CIP 15-13,
KENTUCKY AVENUE SEWER REHABILITATION PROJECT; REALLOCATING
\$50,000 OF SEWER ENTERPRISE FUNDS FROM ANNUAL SEWER REPAIR AND
REPLACEMENT, CIP 08-21 TO KENTUCKY AVENUE SEWER REHABILITATION,
CIP 15-13**

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project; and

WHEREAS, the City Council wishes to approve the reallocation of \$50,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13; and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on September 16, 2014; and the City of Woodland advertised for bids on February 6, 2015; and

WHEREAS, on March 4, 2015 the City of Woodland received 2 bids; and McGuire and Hester was determined to be the lowest responsive bidder with a bid of \$498,560; and

WHEREAS, the City Council wishes to approve a Construction Contract with McGuire and Hester, and authorize its execution 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 Construction Contract with McGuire and Hester; and approves a ten percent construction contingency in the amount of \$49,856. The City Manager is hereby authorized and directed to execute the contract, 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. The City Council hereby authorizes the reallocation of \$50,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13.

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

PASSED AND ADOPTED this 17th day of March, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

4.

File #: 14-630, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Introduce and waive first reading of Ordinance No. _____ approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of Ordinance No. _____ (**Attachment 1**), approving an amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area.

Staff Contact

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

Fiscal Impact

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

Background

At its February 3, 2015 meeting, the City Council approved various changes to the Cal West project, including amending the General Plan and the Spring Lake Specific Plan land use designations and amending the Spring Lake Specific Plan pertaining to the rezoning of the 2-acre Neighborhood Commercial sites. At that meeting, the City Council also approved an addendum to the EIR and introduced and waived first reading of an ordinance approving an amendment to the Development Agreement for the project.

At the meeting, two changes were proposed to be incorporated into the amended Development Agreement, including:

1. Addition of the following language to Section 4.11.3 pertaining to N1 park improvements:
“OWNER agrees that this amount [not greater than \$450,000] shall be adjusted by the annual Construction Cost Index (CCI) each January 1st, starting January 1, 2016.”
2. Remove Section 4.12 pertaining to funds for construction of a water line.

These changes were approved with the City Council’s action and have been incorporated into the amendment to the Cal West Development Agreement (**Exhibit 2 to Attachment 1**).

However, an inaccuracy in the Ordinance language was brought to staff's attention prior to the Second Reading of the Ordinance, previously scheduled for March 3, 2015. The Ordinance incorrectly stated that the City of Woodland Planning Commission recommended to the City Council *approval* of the proposed amendments to the General Plan and to the Spring Lake Specific Plan land use designations (rezone) and a modification to Section 2.43.1(e) of the Spring Lake Specific Plan regarding resignation of the 2 acre Neighborhood Commercial sites in accordance with the proposed Cal West Project Specific Plan Amendments.

As stated in the February 3, 2015 City Council staff report on the Cal West Project, at its meeting on December 18, 2014, the Planning Commission motion to approve the project failed on a 3-3 vote. A subsequent motion was made to deny the project which passed on a vote of 4-2.

After being alerted to the inaccuracy, staff revised the ordinance and corrected the statement related to the Planning Commission's actions. Because the change to the ordinance was substantive and cannot be corrected as a mere typographical error, the ordinance is being brought back to the Council for its introduction and waiving of first reading. Provided that the City Council introduces and waives the first reading, the second reading of the ordinance will be considered by the City Council on April 7, 2015.

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

Introduce and waive the first reading of Ordinance No. _____ approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC.

Prepared by: Erika Bumgardner, Senior Planner

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



Paul Navazio, City Manager

ATTACHMENTS:

ATT 1 Cal West Ordinance Approving DA Amendment

Exhibit 1 ATT 1 Amended and Restated Development Agreement 2013

Exhibit 2 ATT 1 First Amendment DA

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, APPROVING AN AMENDMENT TO THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
WOODLAND AND CAL WEST INVESTORS, LLC AND OPTIMISTIC
PARTNERS, LLC TO USE AND DEVELOP THE CAL WEST PROJECT
AREA LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA**

WHEREAS, pursuant to Government Code Section 65864 *et seq.*, the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, Cal West Investors, LLC and Optimistic Partners, LLC (collectively “Developer”) together propose to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Amendment to the Development Agreement, attached hereto as Exhibit “2” and incorporated herein by reference, for residential use (“Project”); and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the Project to achieve the goals of the City’s General Plan (“General Plan”) and the Spring Lake Specific Plan (“SLSP”), as further described and conditioned in the amendment to the development agreement attached hereto as Exhibit “2” and incorporated herein by reference; and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Amendment to the Development Agreement is consistent with the City’s General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City’s planning policies and requirements, except as provided in the Amendment to the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Amendment to the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and

WHEREAS, the Planning Commission held a public hearing on the amendment to the Development Agreement on December 18, 2014, and recommended that the City Council deny the requested amendments to the Project, including the amendment to the Development Agreement; and

WHEREAS, on February 3, 2015, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Amendment to the Development Agreement were heard and at which time the Amendment to the Development Agreement was comprehensively reviewed; and

WHEREAS, on March 17, 2015, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq.*, on February 3, 2015, the City Council certified an EIR addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project, and Development Agreements; and

WHEREAS, the terms and conditions of the Amendment to the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Amendment to the Development Agreement; (ii) the Amendment to the Development Agreement is consistent with the General Plan and SLSP; (iii) the Amendment to the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Amendment to the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Amendment to the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Amendment to the Development Agreement attached hereto as Exhibit “2.”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Amendment to the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Amendment to the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Amendment to the Development Agreement because, on February 3, 2015, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Amendment to the Development Agreement.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Amendment to the Development Agreement, or a Memorandum of Agreement, within ten (10) days following execution thereof.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

EXHIBIT 1

[Amended and Restated Development Agreement]

EXHIBIT 2

[First Amendment to Development Agreement]

PASSED AND ADOPTED by the City Council on _____, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit “1” – Amended and Restated Development Agreement (2013)

Exhibit “2” – First Amendment to Development Agreement

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

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND,

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

CAL WEST INVESTORS LLC AND OPTIMISTIC PARTNERS LLC

8.29.13 version

DEVELOPMENT AGREEMENT NO. []

This Development Agreement (hereinafter "Agreement") is entered into as of this ____ day of September, 2013 by and between the City of Woodland, California ("CITY"), and Cal/West Investors LLC and Optimistic Partners, LLC, California corporations (collectively "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan") which encompasses OWNER's property, more fully described on Exhibit "A" and shown on Exhibit "B" to this Agreement (Property), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, this Agreement includes the ten acre park and neighborhood commercial site shown on Exhibit B, and Owner agrees to submit an application for its development prior to acceptance of the first final map; and

WHEREAS, CITY and Cal/West Seeds entered into a development agreement relative to the development known as the Cal/West Seeds Inc. 20 acres, which development agreement was recorded in the Official Records of Yolo County on November 4, 2011, as Instrument No. 2011-0030468-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal/West Seeds property would be owned by Cal West Investors, LLC and subject to the Cal/West Seeds development agreement; and

WHEREAS, Cal/West Seeds subsequently sold its 20-acre property to Optimistic Partners, LLC, which currently owns the 20 acres formerly owned by Cal/West Seeds; and

WHEREAS, CITY and Cal West Investors, LLC entered into a certain development agreement relative to the development known as the Cal West Investors LLC 25 acres, which development agreement was recorded in the Official Records of Yolo County on July 20, 2012 as Instrument No. 2012-0023092-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal West Investors property would be owned by Cal/West Seeds and subject to the Cal West Investors, LLC development agreement; and

WHEREAS, OWNER(s) and CITY now wish to enter into an Amended and Restated Development Agreement, which shall replace both the Cal West Investors, LLC and Cal/West Seeds Development Agreements as they pertain to the Property allowing for the construction of a project as described herein ("Project"); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.7 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to

the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 "Development Plan" means the plan for development of the Property as set forth in Exhibit "C".

1.1.10 "Effective Date" means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.16 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plan and Conditions of Approval

Exhibit "D" – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period of 20 years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map

Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations

hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot, and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
5400 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Cal West Investors, LLC
Attn: Melanie Mathews
173 Court Street, Suite D
Woodland, Ca 95695

Optimistic Partners
Attn: Bill Streng
1949 Fifth Street, Suite 108
Davis Ca 95616

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, and the 10 acre park and neighborhood commercial parcel, which is the subject of this Agreement,

which result in 176 R-8 units, and a remainder parcel that is zoned for a possible 84 units on the multi-family site.

The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this

Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY, and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 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.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of

such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to approval of the first final map, or prior to commencement of any construction activity, whichever occurs first, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to approval of the first final map, or prior to commencement of any construction activity, whichever occurs first, provide evidence of the approval of the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Inclusionary Housing Agreement. Prior to approval of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan.

4.9 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.10 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards, and received approval of such plans by the City Engineer.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The

burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown,

present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or

involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of a required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request

for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 [reserved]

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all

obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

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

OWNER

Cal West Investors, LLC

By: _____

Its: _____

Dated: _____

Optimistic Partners, LLC

By: _____

Its: _____

Dated: _____

CITY

**CITY OF WOODLAND, a California
Municipal Corporation**

By: _____

Marlin, 'Skip' Davies
Mayor

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
personally appeared _____, proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
personally appeared _____, proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
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I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
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WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
personally appeared _____, proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

(Legal Description of the Property)

Exhibit A

82093.0018A\8066689.2

LEGAL DESCRIPTION

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

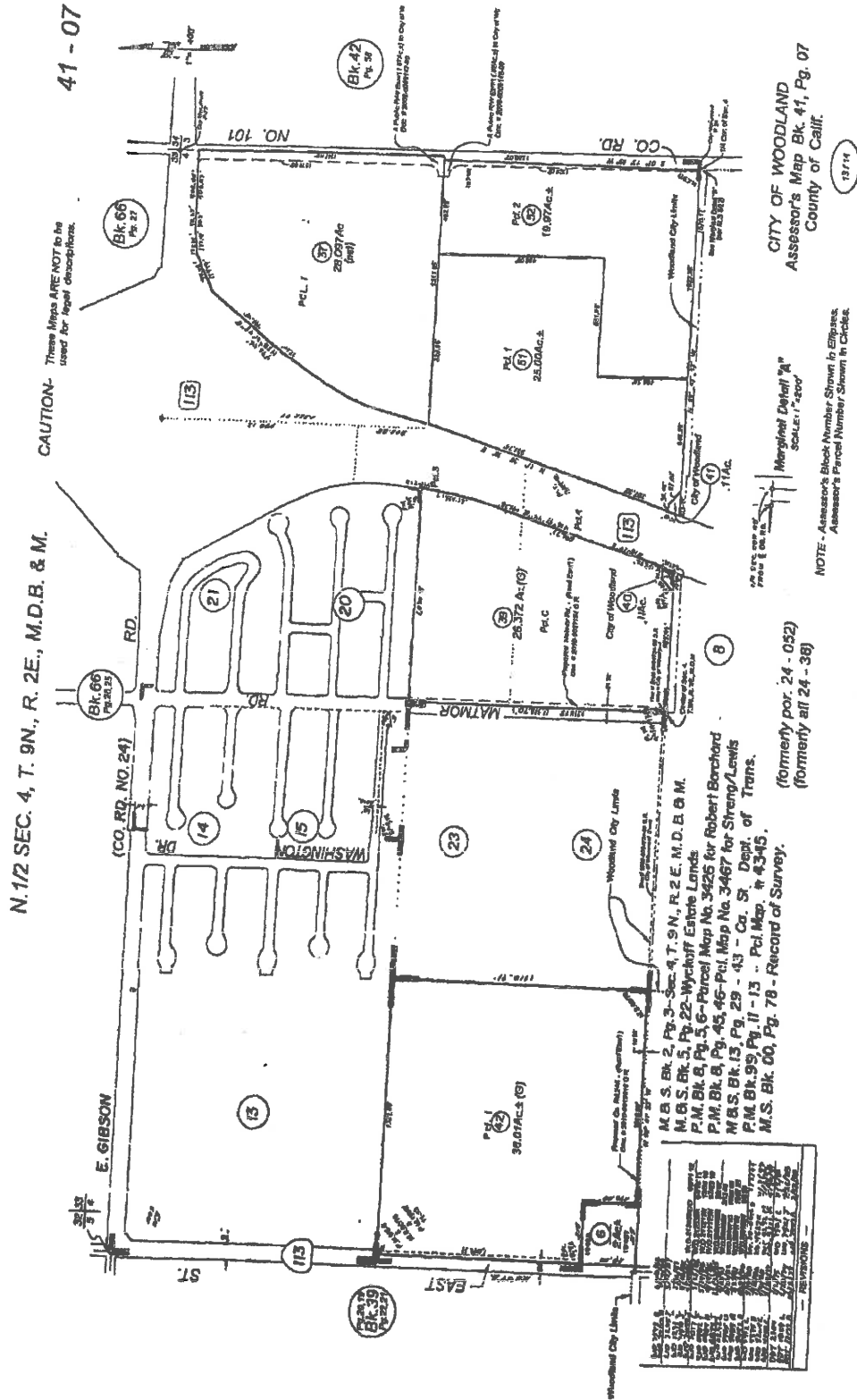
BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 6 (SIX) COURSES:

- 1) SOUTH 01° 13' 09" WEST, 1320.02 FEET;
- 2) THENCE NORTH 89° 42' 13" WEST, 1023.28 FEET;
- 3) THENCE NORTH 00° 16' 55" EAST, 469.58 FEET;
- 4) THENCE SOUTH 89° 43' 05" EAST, 581.98 FEET;
- 5) THENCE NORTH 00° 16' 55" EAST, 850.00 FEET;
- 6) THENCE SOUTH 89° 43' 05" EAST, 462.88 FEET TO THE POINT OF BEGINNING; AND DESCRIBED IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT," RECORDED AUGUST 8, 2012 AS INSTRUMENT NOS. 2012-0025469-00 AND 2012-0025470-00, RECORDS OF YOLO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

APN: 041-070-052-000 (New, Not Yet Assessed)
APN: 041-070-044-000 (Underlying, Portion Of)
APN: 041-070-046-000 (Underlying, Portion Of)



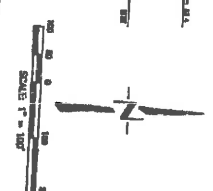
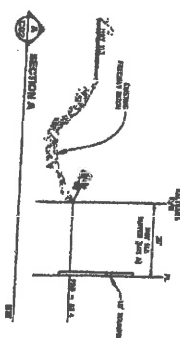
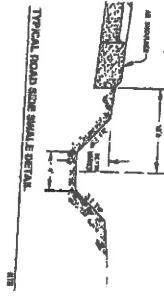
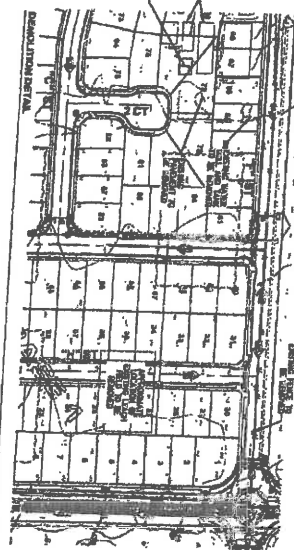
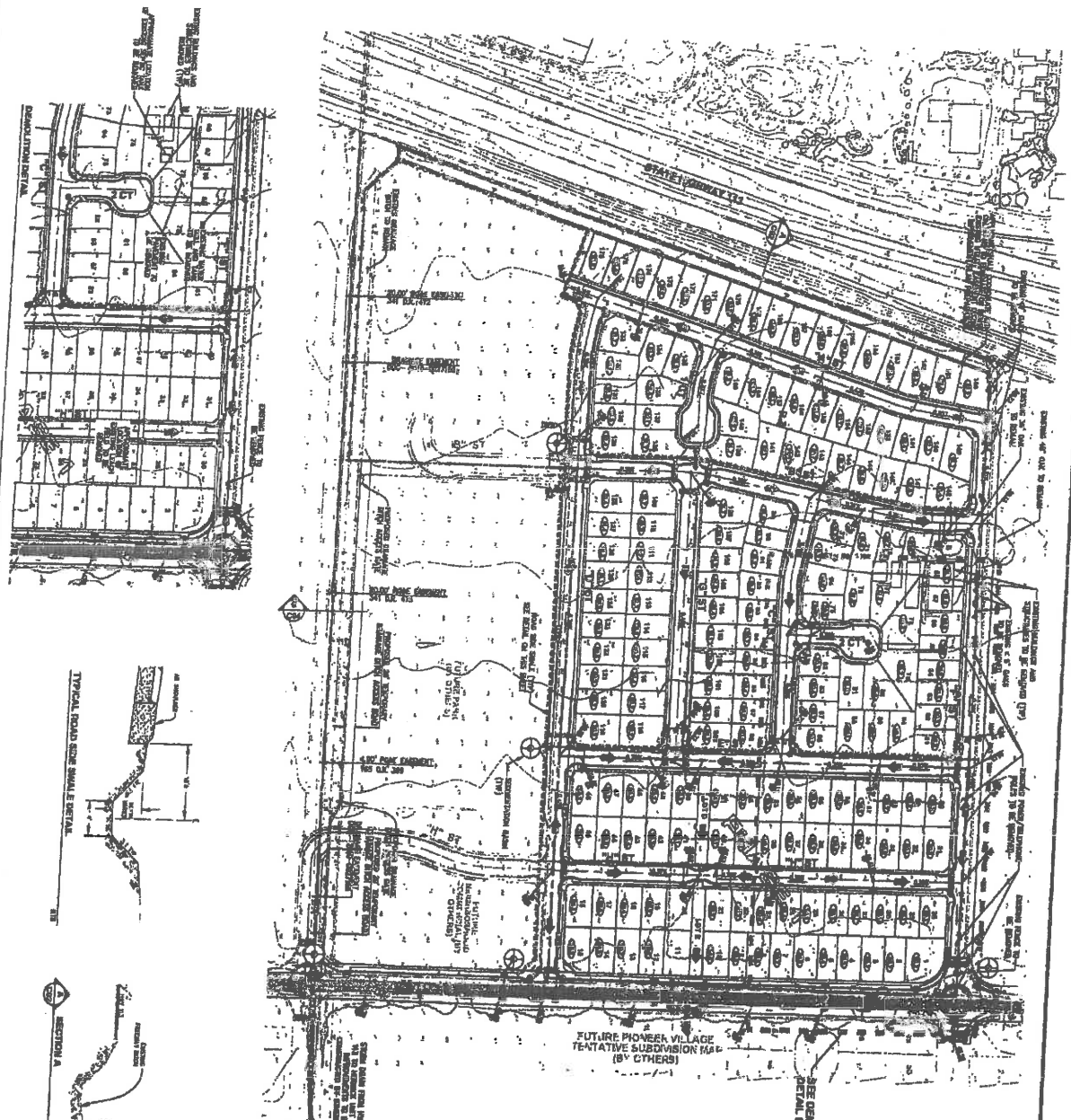
NOTICE

EXHIBIT "B"

(Map of the Property)

Exhibit B

82093.0018A\8066689.2



LEGEND

- ORIGINAL GRADE
- PAID GRADE
- LOT NUMBER
- PROPOSED STREET (GRADE AND DIRECTION)
- PROPOSED GRADE ELEVATION
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN JUNCTION BOX
- PROPOSED STORM DRAIN MANHOLE
- EXISTING STORM DRAIN OPEN, 1200
- EXISTING STORM DRAIN OPEN, 1800
- PROPOSED STORM DRAIN OPEN, 1200
- PROPOSED STORM DRAIN OPEN, 1800
- EXISTING TRAIL TO THE SUBDIVISION

ABBREVIATIONS

1	PAID GRADE
2	LOT NUMBER
3	PROPOSED STREET (GRADE AND DIRECTION)
4	PROPOSED GRADE ELEVATION
5	EXISTING STORM DRAIN INLET
6	EXISTING STORM DRAIN MANHOLE
7	PROPOSED STORM DRAIN INLET
8	PROPOSED STORM DRAIN JUNCTION BOX
9	PROPOSED STORM DRAIN MANHOLE
10	EXISTING STORM DRAIN OPEN, 1200
11	EXISTING STORM DRAIN OPEN, 1800
12	PROPOSED STORM DRAIN OPEN, 1200
13	PROPOSED STORM DRAIN OPEN, 1800
14	EXISTING TRAIL TO THE SUBDIVISION

1. THE PROPOSED GRADE AND DRAINAGE PLAN AND DRAINAGE SYSTEM ARE BASED ON THE ASSUMPTIONS LISTED BELOW.
2. THE EXISTING GRADE AND DRAINAGE SYSTEM ARE BASED ON THE EXISTING RECORD DRAWINGS AND FIELD SURVEY.
3. ALL DRAIN PIPES ARE OF STANDARD SIZE, 12" DIA.

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4981
GRADING AND DRAINAGE PLAN
CITY OF WOODLAND
CALIFORNIA

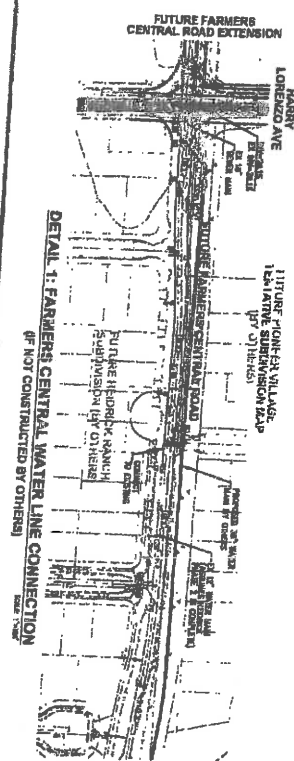
Project Planning • Civil Engineering • Landscape Architecture
 Woodland Office • 2100 9th Street, Suite 200 • Woodland, CA 95694 • (916) 865-0100
 Other Office • 25400 Highway 99, Suite 200 • Woodland, CA 95694 • (916) 865-0100

DESIGNED BY **JL/AM**
 DRAWN BY **LE/AM**
 CHECKED BY **NO**
 SCALE
AS SHOWN

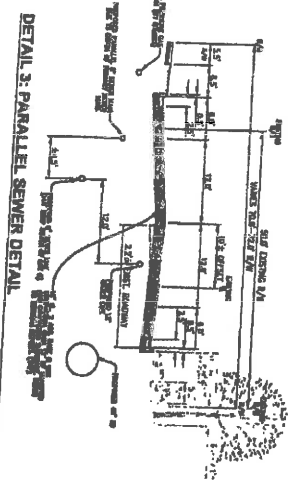
C02
5

DATE: 07/20/23
 428 PAGES: 0001-0048

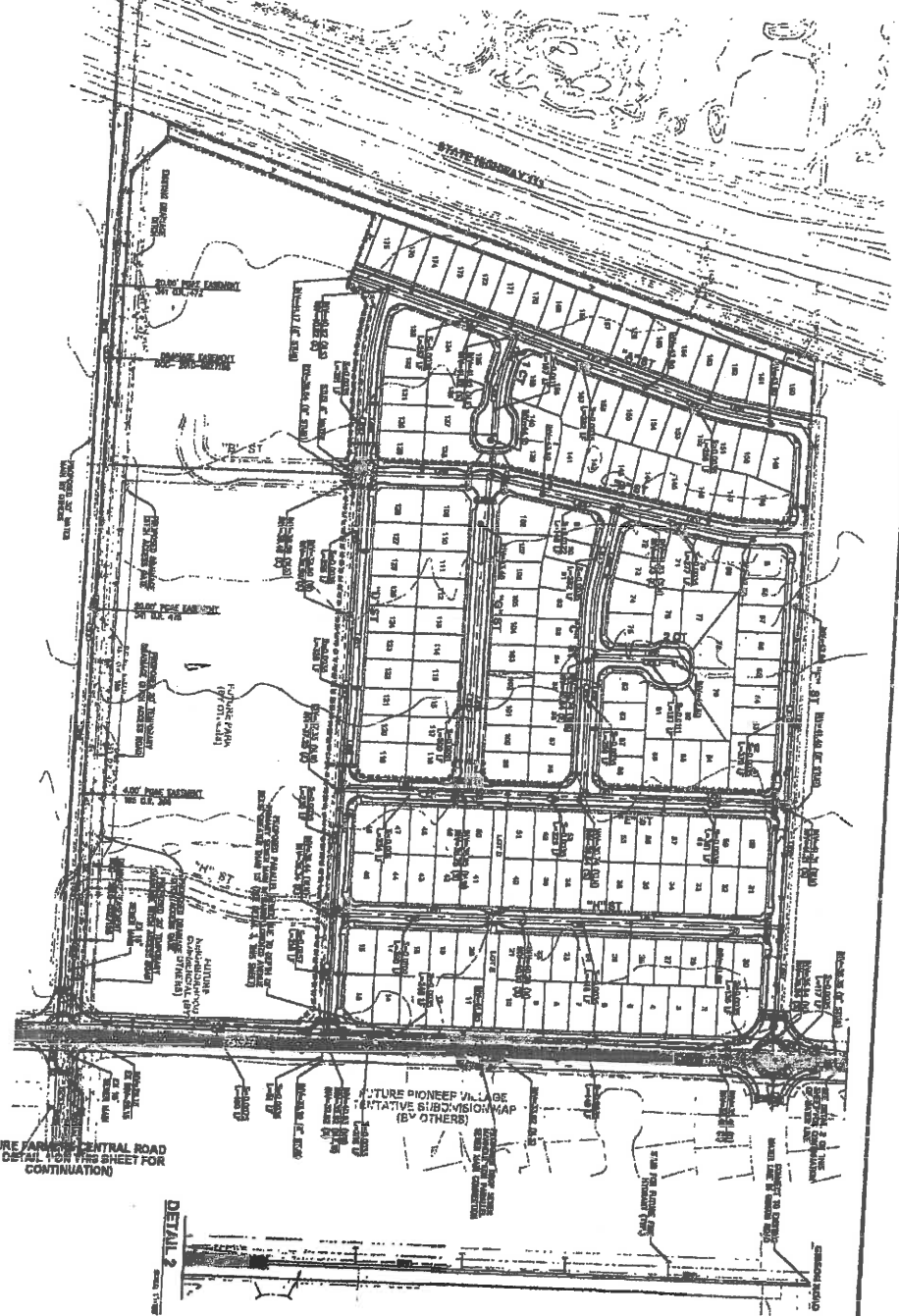
(SEE DETAIL 1 ON THIS SHEET FOR CONTINUATION)



DETAIL 1: FARMERS CENTRAL WATER LINE CONNECTION
(IF NOT CONSTRUCTED BY OTHERS)



DETAIL 3: PARALLEL SEWER DETAIL

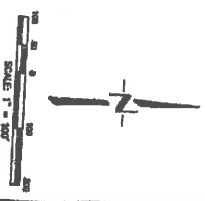


DETAIL 2

LEGEND

- 204 LOT NUMBER
- 125 EXISTING SANITARY PIPE AND SIZE
- 126 PROPOSED WATER PIPE AND SIZE
- 127 EXISTING FIRE HYDRANT ASSEMBLY
- 128 PROPOSED FIRE HYDRANT ASSEMBLY
- 129 EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW
- 130 PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW
- 131 PROPOSED SEWER MANHOLE
- 132 PROPOSED SEWER INVERT ELEVATION
- 133 PROPOSED SANITARY PIPE SLOPE

NOTES:
1. THE CITY ENGINEER HAS REVIEWED THIS MAP AND FINDS IT TO BE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.
2. THE CITY ENGINEER HAS REVIEWED THIS MAP AND FINDS IT TO BE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.
3. THE CITY ENGINEER HAS REVIEWED THIS MAP AND FINDS IT TO BE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.
4. THE CITY ENGINEER HAS REVIEWED THIS MAP AND FINDS IT TO BE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.
5. THE CITY ENGINEER HAS REVIEWED THIS MAP AND FINDS IT TO BE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.



SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
WATER AND SEWER PLAN

CITY OF WOODLAND CALIFORNIA

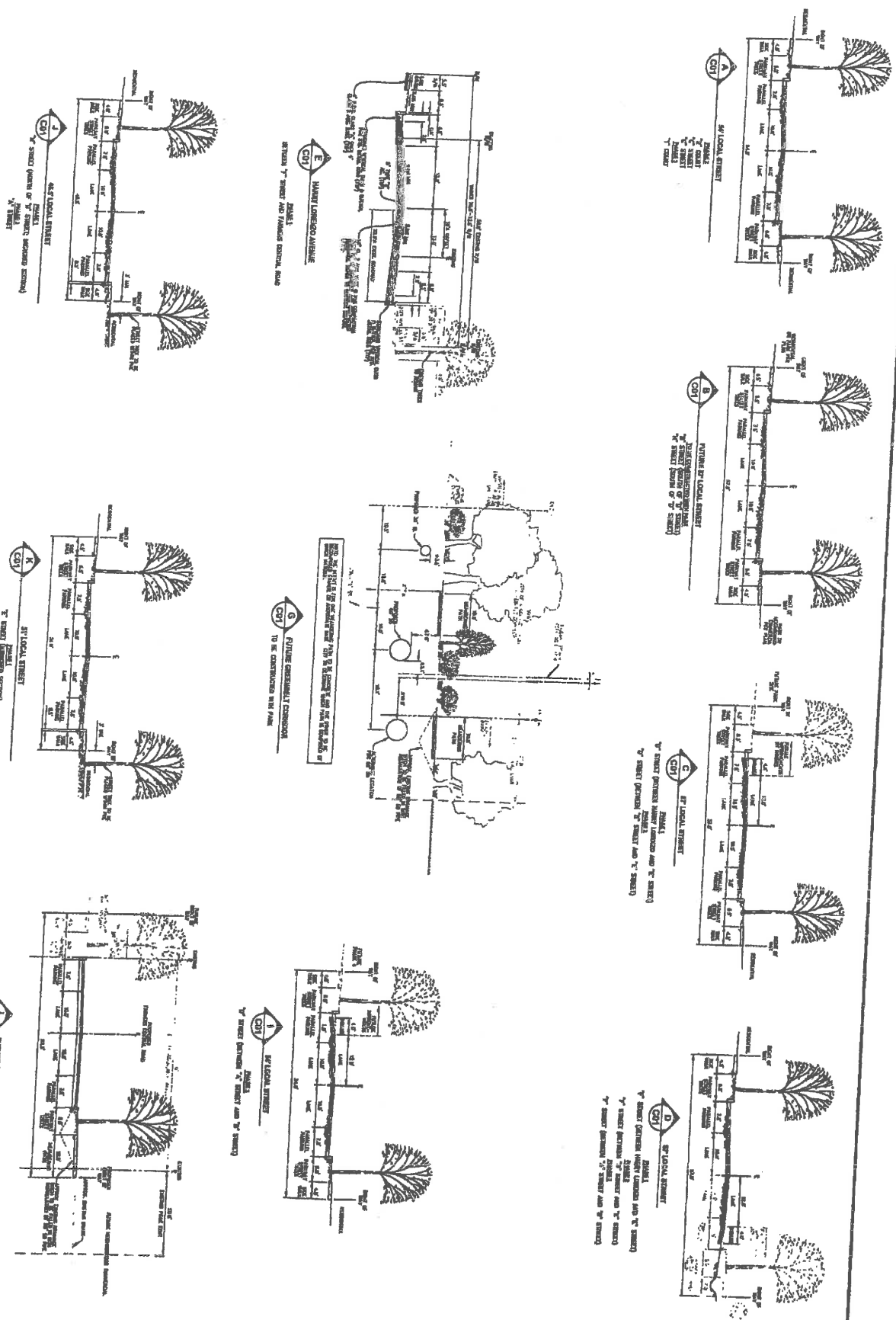
DATE: 07/20/11
SHEET: 5



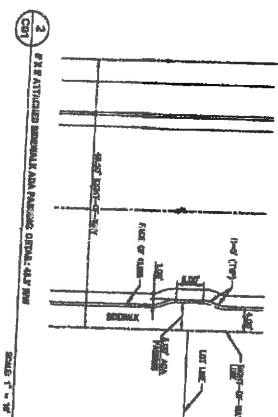
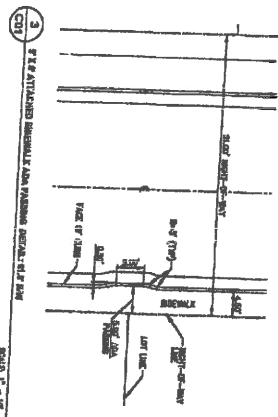
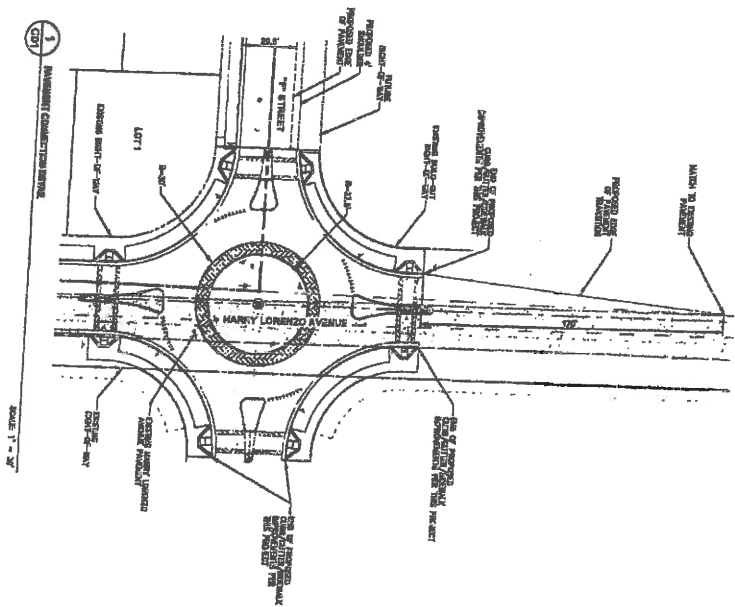
Project Planning • Civil Engineering • Landscape Architecture
 2100 20th Street, Suite 100
 Woodland, CA 95694
 (916) 932-1100
 www.woodlandplanning.com

NO.	DATE	REVISION	BY	CHKD.
1	07/20/11	ISSUED FOR PERMIT	JD	JD

DESIGNED BY: JD
 DRAWN BY: JD
 CHECKED BY: JD
 SCALE: AS SHOWN



SPRING LAKE SPECIFIC PLAN CAL WEST TENTATIVE SUBDIVISION MAP #4991 SECTIONS		CITY OF WOODLAND CALIFORNIA	
SHEET C04 OF 5	DATE: 07/01/21 PREP: 06/01/21	Project Planning & Civil Engineering • Landscape Architecture Woodland Office • 5100 Oak Street, Suite 100 Woodland, CA 95694 (916) 932-1234	Checked by: SG/LM Drawn by: LE/LM Scaled by: SG SCALE AS SHOWN



SPRING LAKE SPECIFIC PLAN CAL WEST TENTATIVE SUBDIVISION MAP #4991 DETAILS				DESIGNED BY: JG/AL CHECKED BY: LE/AL SCALE: AS SHOWN	
CITY OF WOODLAND CALIFORNIA		PROJECT PLANNING & CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE 2040 Sycamore Street, Suite 200 Woodland, CA 95694 (916) 664-3333		DATE: 07/20/13 SHEET: 5 OF 5	

EXHIBIT "C"

(Development Plan and Conditions of Approval)

In addition to the Conditions of Approval set forth in the body of the Agreement, the Conditions of Approval included in the staff report for the Cal West Tentative Map #4991 – Cal West Investors, LLC and Optimistic Partners, LLC item on the September 3, 2013 City Council agenda are incorporated herein by reference and made a part of this Agreement.

Exhibit C

82093.0018A\8066689.2

**FINDINGS AND CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT
INCLUDING TENTATIVE SUBDIVISION MAP # 4991, AND DEVELOPMENT
AGREEMENT**

(As approved by the Woodland City Council September 3, 2013).

August 29, 2013

FINDINGS

CEQA Findings:

1. On August 15, 2000 the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final Spring Lake Specific Plan (SLSP); b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC); and f) Addendum # 6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); and g) Addendum # 7 (Resolution No 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors LLC to remove a bike overcrossing and path); and h) Addendum # 8 (Resolution No 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors LLC to modify land use designations and rezone a school site; and i) Amendment # 9 based on a request by Parkview by ALC IV Woodland Spring Lake LLC for the purposes of amending land use designations to rezone a former school site and multi-family site to single family R-8.
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provides that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.
4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions

of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

General Plan Consistency Findings:

1. The project is consistent with the General Plan.

Spring Lake Specific Plan Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.
7. This project represents a unique situation in which an additional buffer from the freeway has been required, thereby affecting lot layout and density. In order to maintain the lot density and to provide an enhanced aesthetic appearance on SR 113 and to provide a significant buffer for noise and air quality purposes, modifications to the sidewalk location on the north south oriented local streets to allow one side to have curb adjacent walks have been allowed in this case.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-8 Specific Plan land use categories.
2. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Tentative Subdivision Map Findings:

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

Findings Related to Community Design Guidelines:

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

Findings Related to Other Regulatory Requirements:

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

**CONDITIONS OF APPROVAL FOR THE CAL WEST INVESTORS Tentative
Subdivision Map #4991 and DEVELOPMENT AGREEMENT**

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

General Conditions

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the August 20, 2013 City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names

of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

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

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

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-income households and that twenty percent (20%) of the units to be affordable to very low income households, or that twenty five percent (25%) of the units are affordable to Very-low income households.. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. The total number of affordable multi-family units will be determined at the time a development application is submitted.
9. Concurrent Construction. The affordable single family units shall be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If the Developer

desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.

10. Inclusionary Housing Agreement. Prior to the City approving the applicant's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
11. SLSP AHP Compliance. Prior to approval of the map(s), the OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be available low income units.
12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit.
13. Affordable Unit replacement site. With respect to the currently zoned R-15 multi-family property, located east of SR 113 and designated as a remainder parcel in TSM # 4991, any low or very-low income units may be deemed as replaced with the units that may be developed as a result of the proposed future development of the Heidrick Phase I, R-25 site (Mutual Housing). However, only those units for which building permits have been pulled on the R-25 site, may be considered as potential replacement units and only if they are in excess of the minimum number of affordable units required for the R-25 multi-family site, (13 low income units and 25 very low income or 32 very low income units).
14. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and the developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. A developer of a for-sale residential project may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the Community Development Director. Affordable, for-sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.
15. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
16. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station

- construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
17. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
 18. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
 19. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
 20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.
 21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
 22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the subdivider shall be required to demonstrate that the lots were offered at a fair market

price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

1. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
2. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.
3. Fee Credits. Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
2. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

3. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.
4. Energy Efficiency. All building designs shall be designed to meet and are recommended to exceed energy efficiency
5. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
6. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. Shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
7. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
8. Tree Preservation and Replacement Planting

- **Replacement.** In accordance with Section 20A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees on and adjacent to the project site:
 - A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
 - B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
 - C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.
- **Preservation.** The City's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.
 - A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and design approved by the Community Development Department Public Works Departments prior to acceptance of the final map which dedicates Lot B.
 - B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000
 - C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The "F" Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that locations, etc...)
 - D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

9. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
10. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
11. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.
12. Compliance with State Water Conservation Ordinance. The project shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
13. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A shall be 28 feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. Sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.
14. Sound Wall Landscaping. Landscaping shall be provided in accordance to 6.2.1 (d) to help screen the wall, minimize graffiti and shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or redwoods depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

15. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.
16. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.
17. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
18. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. A sign shall be provided at the north west corner entry of Harry Lorenzo Avenue and "D" Street consistent with SL Design Standard 1.6.2.

A design specification for this signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit in Phase I.
19. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
20. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
21. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.
22. Multi-family Development. Multi-family development shall comply with the Spring Lake Specific Plan and Design Standards including Development Regulations 2.35 (Multi-family Attached Rental Development), 2.35.7 (R-15 Façade Requirements).
23. Bike Parking. Bicycle parking for multi-family units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicle spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be

highly visible, in a secure location, and to the greatest extent feasible, located in a covered area.

24. Future Park and Rezone Application. The Specific Plan indicates that the 2-acre commercial sites within the Plan area shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

SLSP Mitigation Measures:

1. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011.
 - A 10-foot tall noise barrier should be constructed along the western property line of the project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers should be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with City noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
 - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
 - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
 - Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared

- and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County.
 5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
 6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc May 2011 – Geocon project no s9574-06-01)
 7. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
 8. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
 9. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
 10. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
12. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)

Engineering Development Services

Roadways

1. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between 2 and 3 and "D" Street between phase 3 and phase 4. The road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).
2. Streets fronting the park: Phase 1 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("D" Street). Phase 2 shall construct a full section of curb, gutter, sidewalk, and landscaping of Street opposite the park ("D" Street). Phase 4 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("B" Street). This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.
3. Applicant shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.
4. Unless constructed by others project shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. Final cost determination shall approved by the City Engineer.
5. Unless constructed by others, project shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of the Harry Lorenzo Drive to its southerly terminus.

6. Unless constructed by others the project shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.
7. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. Path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of the City. At a minimum, the corridor shall include a 10 foot path shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. Timing of the greenbelt corridor may be deferred until the development of the remainder parcel provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a City held escrow account. A fair share shall be determined by the following process.
 - A. With the first final map application the applicant shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.
 - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).
 - C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan

adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement

- D. Upon request, the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner. .
 - E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended and in accordance with the Funding and Reimbursement Agreement..
- 8. Prior to approval of the first final map the applicant shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. Plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. Applicant shall construct components of the traffic calming plan as part of the public improvement program.
 - 9. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.
 - 10. With first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive the applicant shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.
 - 11. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.
 - 12. Project shall provide paved access with bollard or gate control to City approved openings in the sound wall for Maintenance access. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.

13. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.
14. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

Easements and Right of Way

1. A seven (7) / ten (10) foot adjacent to monolithic sidewalk foot public utility easement back of (separated) sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
2. Prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.
3. Phase 3 final map shall dedicate a 28 foot strip between the tentative map edge and Caltrans Right of Way.
4. Lots 160 through 176 shall include a general access easement to the City for repair and maintenance of the sound wall.
5. Project shall acquire or dedicate 15' maintenance access easements along the north edge of the property (may be on adjacent property) and along the south side of Lot 176. Project shall provide paved PCC access with bollard control to City approved openings in the sound wall for maintenance access.
6. Should, after a good faith effort based on a MAI Appraisal, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained City shall relinquish balance of funds on hand.
7. Applicant shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map which includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

1. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
2. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
3. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
4. Applicant shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.
5. Any onsite Septic tanks shall be to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

1. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.
2. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include

topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

3. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.
5. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 6 below.
6. Each phase of the project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a City held escrow account). The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:
 - A. With the first final map the applicant shall prepare a preliminary design with a cost estimate 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.
 - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).

Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake...adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

- C. Upon request the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.
- D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement. .

Storm Water Quality Control

- 1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).
- 2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
- 3. The Developer shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

- 1. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
- 2. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.

3. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, the City may enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.
4. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the project. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
5. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
6. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
7. One Water Sampling Station shall be installed with the first final map.
8. Applicant shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

Landscaping

1. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and

Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

2. The phase 3 final map in Calwest shall construct the entire sound wall along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.
3. Phase 3 shall construct 28' landscape strip along western boundary. Landscaping will need to be bonded for and are included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

Grading

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
3. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Fees

1. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.

3. At building permit issuance the applicant shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.
4. Shall pay \$794 per house for 25A; construction & reimbursement, the fee is due at building permit. (DA Item)
5. Transit Capital fee: Prior to final map or project approval (for single-family) applicant shall pay a \$208 per DUE fee. (DA item)
6. Transit Operation fee: Prior to final map or project approval (for single family) applicant shall pay a \$35 per DUE fee. (DA item)
7. If a multi family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation. (DA Item)
8. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

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

9. If existing buildings are demolished, applicant shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.

10. Applicant shall pay \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing. (DA Item)

Engineering General Conditions

1. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.
3. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed Street names to fire department for approval with a copy to Engineering prior to improvement final map submittal.
6. Public improvements, in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances
7. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
8. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
9. Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.

10. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
11. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
12. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
13. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
14. If greater than 640 S.F., second units shall pay single family dwelling unit development fees.
15. All Second units shall have separate water service and meter.
16. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Marshal Echols, Conservation coordinator, at 661-2063 for more information.
17. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
18. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
19. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.

20. Project shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

Fire Department

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

Building Division

1. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans will need to be complete at the time of submittal as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration.
4. The project shall comply with FEMA regulations.

Yolo Solano Air Quality Management District

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).

2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

EXHIBIT "D"

(Development Impact Fees)

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of June 30, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD	MF
General City	\$794	\$662
Fire	\$1,224	\$917
Library	\$49	\$41
Police	\$1047	\$873
Wastewater	\$5,744	\$4,788
Water	\$527	\$323
Parks--Springlake	\$3,627	\$3,022
Surface Water (a future fee for the development of surface water treatment facilities)	\$2,742	By meter size
Admin	\$160	\$130
Surface Water Administration	\$21	By meter size

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$39,377 and MF \$25,988; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (These are the 2013 costs, the cost is subject to annual change).
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee: Prior to final map or project approval single family applicant shall pay \$208.00/single family DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee: Prior to final map or project approval applicant shall pay a \$35.00 per single family DUE fee.
- If a multi-family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation.
- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot.
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit
- \$794 per house for 25A, construction and reimbursement, the fee is due at building permit.
- \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing.

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

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

RECITALS

WHEREAS, CITY and Cal West Investors, LLC and Optimistic Partners, LLC, previously entered into that certain Amended and Restated Development Agreement (“Agreement”) as adopted by the City Council on September 3, 2013, and pursuant to Government Code section 65864 *et seq.* for the development of a certain project described in the Agreement (“Project”); and

WHEREAS, CITY and OWNER now wish to amend the Agreement in order to rezone approximately 8 acres of the original Property (the “Premises,” as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Numbers 041-070-051-000 and 041-070-055-000, and to update the Agreement to provide for new conditions of approval; and

WHEREAS, the Agreement may be amended pursuant to Section 2.5 of the Agreement and Government Code section 65868; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Agreement and the changes to the Project pursuant to this Amendment, with the Woodland City Council’s certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, the City Council finds that this Amendment and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan, as amended by separate action of the City Council; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, the Planning Commission and the City Council of the City of Woodland have held noticed public hearings concerning this Amendment following mailing and publication of notice pursuant to Government Code sections 65090, 65091, 65868, and 65868.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and OWNER agree to amend the Agreement as follows:

1. Effective Date. This Amendment shall become effective on the date on which all of the following are true: (i) this Amendment has been executed by Owner's duly authorized officers and officials and delivered to CITY; (ii) this Amendment has been approved by ordinance of the City Council of the CITY and such ordinance has become effective; (iii) this Amendment has been duly executed by the CITY and delivered to OWNER; and (iv) the Amendment, or a Memorandum of Agreement, has been recorded with Yolo County (the "Effective Date").
2. Amendment to Section 2.7(b). The address of Best Best & Krieger LLP, as provided for in Section 2.7(b) is changed to "500 Capitol Mall, Suite 1700."
3. Amendment of Section 3.1.2. Section 3.1.2 of the Agreement is hereby amended to read as follows, with text shown in strikethrough for deletions and double underline for new text:

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, the 5.89 acre R-8 site (shown as "Remainder Parcel" in TSM # 4991), the 2 acre R-8 site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, and the 10 8 acre park and neighborhood commercial parcel, which is the subject of this Agreement. The TSM # 4991 which results in 176 R-8 units. The remaining R-8 parcels are zoned for a possible 49 additional units (the "Rezone Property"). and a remainder parcel that is zoned for a possible 84 units on the multi-family site.

~~The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.~~

4. Addition of Section 3.11. Section 3.11 is hereby added to the Agreement to read as follows:

3.11 Future Subdivision Map(s). A tentative subdivision map application shall be required that will set forth the lotting pattern of the Remainder Parcel and the 2-acre, R-8 development site east of the park. This Agreement shall be amended at the same time as tentative map approval and shall set forth applicable infrastructure improvements, timing and methods of financing improvements, and other specific performance obligations of the OWNER and CITY as related to the development of the Remainder Parcel and the 2-acre, R-8 development site east of the park.

5. Addition of Section 4.11. Section 4.11 is hereby added to the Agreement to read as follows:

4.11 Development and Transfer of N1 Park. This Section 4.11 sets forth the various obligations of OWNER to develop the N1, 8-acre park and sets forth OWNER's obligations to transfer the N1 Park to CITY.

4.11.1 Conceptual N1 Park Master Plan. Within ten (10) days following City Council approval of this Amendments, OWNER shall provide CITY FIFTEEN THOUSAND DOLLARS (\$15,000.00) to fund the creation of a Park Improvement Master Plan for the N1, 8-acre park site. The Park Improvement Master Plan shall define the design of the N1 park improvements sufficient to determine the location of the permanent play structure within the first two acres to be built and other anticipated future park improvements. OWNER and CITY shall determine a mutually agreed upon date for the completion of the Master Plan.

4.11.2 N1 Park Purchase and Sale Agreement. OWNER and CITY shall negotiate a Purchase and Sale Agreement ("PSA") that will provide for the purchase by CITY of the N1 Park. The purchase price for the N1 park shall be negotiated following an appraisal paid for equally by CITY and OWNER. The PSA shall be negotiated prior to CITY's approval of the first final map that includes the fourteen (14) lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning. Notwithstanding anything in this Agreement, or any other CITY approval, CITY shall have no obligation to approve a subdivision map for the lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning until and unless OWNER and CITY have executed the PSA pursuant to this Section 4.11.2.

4.11.3 N1 Park Improvements. To the extent the PSA is executed, as described above in Section 4.11.2, then prior to the issuance of the fiftieth (50th) building permit issued for the Project, OWNER shall commence construction of 2 acres of the 8-acre park. Such construction shall include at a minimum irrigation and turf and installation of a play structure consistent with the Park Improvement Master Plan ("Two Acre Park Improvements"). In no event shall OWNER be obligated to spend an amount greater than FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) for the Two Acre Park Improvements, including all design, soft costs, and contingencies. OWNER agrees that this amount shall be adjusted by the annual Construction Cost Index (CCI) each January 1st, starting January 1, 2016. OWNER agrees to use its commercially reasonable efforts, weather permitting, to commence the construction of the Two Acre Park Improvements immediately thereafter, and diligently proceed to complete the Two Acre Park Improvements within one year thereafter. OWNER acknowledges that time is of the essence as to the commencement and completion of the Work. The PSA required under Section 4.11.2 shall include requirements for security equal to 125 percent (125%) of the total reimbursable cost (\$450,000). CITY shall reimburse OWNER for the Two acre Park Improvements from the Spring Lake Park SLIF Fees, pursuant to a payment schedule set forth in the PSA. OWNER acknowledges that improvements to the remaining 6 acres of Park are at sole discretion of the CITY and subject to availability of

sufficient Spring Lake Park SLIF fees prior to commencing construction of the remaining improvements.

4.11.4 Transfer of Park from OWNER to CITY. After CITY issues a Notice of Completion for the N1 park initial 2 acre improvements, OWNER shall transfer ownership of the entire N1 Park property to CITY pursuant to the terms of the PSA required under Section 4.11.2.

6. Addition of Section 4.13. Section 4.13 is hereby added to the Agreement to read as follows:

4.13 Funds for Bike and Pedestrian Improvements. OWNER agrees to pay to the CITY a total of \$1,000.00 per lot created within the Rezone Property and \$150.00 per lot for the existing R-8 designated lots in TSM #4991, towards improved Spring Lake bicycle and pedestrian connectivity and enhancement project(s) such as the HWY 113 Bike/Pedestrian Overcrossing. Payments shall be made at time of approval of final map for each phase of the Project.

7. Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to amend the conditions of approval for the Project. Exhibit "C" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "C,"** attached hereto and incorporated by this reference.

8. Amendment of Exhibit "D" of the Agreement. Exhibit D of the Agreement is hereby amended to amend the Development Fees and other fees identified in the Agreement for the Project. Exhibit "D" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "D,"** attached hereto and incorporated by this reference.

9. Miscellaneous Provisions.

a. Recordation of Amendment. This Amendment shall be recorded with the County Recorder by the City Clerk within the period required by Government Code section 65868.5.

b. Severability. If any term, provision, covenant, or condition of this Amendment shall be determined invalid, void, or unenforceable, the remainder of this Amendment shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Amendment.

c. Counterparts. This Amendment may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

d. Authority to Execute. The person or persons executing this Amendment on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Amendment on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

e. Integration. This Amendment, together with the Agreement, reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Amendment, the provisions of the Agreement shall govern the conduct of the parties. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Amendment. To the extent this Amendment conflicts with the Agreement, this Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

f. Incorporation of Amendment. From and after the Effective Date of this Amendment, wherever the term “Agreement” or “Development Agreement” appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this Amendment.

g. Defined Terms. All initially capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

h. Effect of Amendment. Except as expressly modified by this Amendment, the Development Agreement shall continue in full force and effect according to its terms and conditions, and CITY and OWNER hereby ratify and affirm all of their respective rights and obligations under the Development Agreement.

[Remainder of page intentionally left blank. Signatures on following page.]

i. Waiver. Execution of this Amendment by CITY shall not be deemed a waiver of any rights held by CITY under the Agreement, nor of any obligations or breaches of the Agreement by OWNER, whether or not CITY is aware of any such breaches as of the Effective Date of this Amendment.

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

Cal West Investors LLC

By: _____

Optimistic Partners LLC

By: _____

CITY OF WOODLAND

By: _____
Tom Stallard, Mayor

Dated: _____

ATTEST:

By: _____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: _____
Kara K. Ueda, City Attorney

EXHIBIT 1

Assessor Parcel Map and Legal Description

EXHIBIT C

CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT, INCLUDING TENTATIVE SUBDIVISION MAP #4991

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

General Conditions

1. Project Approval. The Project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the August 20, 2013 City Council staff report and in the February 3, 2015 City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the Project description may require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. OWNER shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers and employees from any claim, action or proceeding against CITY or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by CITY, its legislative body, advisory agencies or administrative officers. CITY will promptly notify OWNER of any such claim, action, or proceeding against CITY, and OWNER will either, at CITY's discretion, undertake defense of the matter and pay CITY's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. OWNER shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the Project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, OWNER shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The

plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

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

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

7. Coordination of Plans. OWNER shall be responsible for coordinating all plans to ensure consistency throughout the various plan submittals including site, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The Project is subject to the Spring Lake Affordable Housing Plan in effect at time of construction and/or applicable affordable housing in-lieu fees, and Ordinance 6A, CITY's Inclusionary Housing Ordinance. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that either (a) ten percent (10%) of all multi-family units be affordable to Low-Income households and that twenty percent (20%) of the units to be affordable to Very Low-Income households, or (b) that twenty five percent (25%) of the units are affordable to Very Low-Income households. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. At such time that a tentative subdivision map is approved for the 2-acre, R-8 residential site located east of the park, a determination regarding the requirement for additional affordable units shall be made, consistent with the SLSP Affordable Housing Plan (AHP) based on the proposed number of housing units. Based on the preliminary Lotting Plan for the 2 acre site located east of the park, the site will be developed with 14 single family units. As such 1 single family unit shall be made affordable to a low-income household.

The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park has been met (see discussion in the February 3, 2015 City Council staff report).

9. Concurrent Construction. The affordable single family units shall be dispersed throughout the Project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If OWNER desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.
10. Inclusionary Housing Agreement. Prior to CITY's approval of OWNER's first final map, OWNER and CITY shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by CITY, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
11. SLSP AHP Compliance. Prior to approval of the map(s), OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be low income units.
12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid at Final Map and at the rate in effect for each single family market rate unit.
13. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and OWNER may provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. OWNER may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be economically infeasible, as determined by the Community Development Director. Affordable, for-sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.
14. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard as those used for market rate units; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
15. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by CITY, a nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation

5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

16. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), and 6.24 and 6.25 (fire station).
17. Nexus Study. OWNER shall comply with the requirements of the Spring Lake Specific Plan Nexus Study.
18. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
19. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the Project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by CITY shall be applied as follows, and in the following order: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at CITY's discretion.
20. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by CITY unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan Area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
21. Reservation of Lots for public sale. The requirements of Section 21-15-1 of CITY's Municipal Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, OWNER shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

22. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition CITY to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
23. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition CITY to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.
24. Fee Credits. Any financing method employed that would allow additional proceeds to be raised to pay back the First Release Property Owners would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

25. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
26. Prior to the start of any work on-site, OWNER shall request and attend a pre-construction meeting to include the Project superintendent, architect, subcontractors, as well as CITY representatives including Community Development and/or Public Works.
27. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

28. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.
29. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
- Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
30. Street Tree Master Planting Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
31. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable CITY requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping). Final landscaping plans for all areas to be maintained by the SLSP Lighting and Landscape District shall be submitted for review and approval by the Community Development and Parks Department. Due to poor soil conditions in the Project area, soil sample analysis shall be provided for publicly maintained landscaping areas and resulting recommendations shall be complied with to the satisfaction of the Community Development Director.

32. Tree Preservation and Replacement Planting

- Replacement. In accordance with Section 20A of the City of Woodland Municipal Code, OWNER shall comply with the following replanting schedule for removal of trees on and adjacent to the Project site:
 - A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
 - B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
 - C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.
- Preservation. CITY's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit that impacts each Oak Tree, OWNER shall submit a tree protection plan to be included in the improvement plans that shall indicate measures to be taken to protect the trees during construction.
 - A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to CITY to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and the design approved by the Community Development Department and Public Works Departments prior to acceptance of the final map which dedicates Lot B.
 - B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000.
 - C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The "F" Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that location)
 - D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

33. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
34. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
35. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.
36. Compliance with State Water Conservation Ordinance. OWNER shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
37. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A and shall be 28 feet in width. The entire length of the Project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. The sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.
38. Sound Wall Landscaping. Landscaping shall be provided in accordance with 6.2.1 (d) to help screen the wall, minimize graffiti and provide shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or cedars depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

39. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.
40. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.
41. Greenbelt Connector. As shown in the preliminary lotting map as “Lot F,” land shall be provided as a greenbelt and shall be constructed in conjunction with adjoining development and/or street improvements to serve as an extension of the greenbelt located on the east side of Harry Lorenzo Avenue along Farmer’s Central connecting the greenbelt trail system to the park. The greenbelt extension shall be designed and landscaped consistent with Section 7.1 and 7.2.1 of the SL Design Standards. The greenbelt extension shall be included in the Spring Lake Lighting and Landscaping assessment district.
42. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
43. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, OWNER shall establish neighborhood entry signs. A sign shall be provided at the northwest corner entry of Harry Lorenzo Avenue and “D” Street and at the southeast corner of “Lot F” as shown on the proposed Lotting Plan, consistent with SL Design Standard 1.6.2.
- A design specification for these signs shall be prepared for review and approval by the Community Development Director and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit for the phase in which they are located.
44. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
45. Energy Efficiency. All future development shall at a minimum meet the energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof mounted photovoltaic energy systems or other alternate renewable energy generation systems. The method and number of homes to be identified with submittal of design review application. All homes shall be

photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.

46. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
47. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.

SLSP Mitigation Measures:

48. Mitigation Requirements. OWNER shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
49. Environmental Noise Analysis. The design of the Project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011. Additional noise conditions include:
 - A 10-foot tall noise barrier shall be constructed along the western property line of the Project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers shall be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with CITY noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
 - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
 - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
 - Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.

50. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, OWNER shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
51. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed (signed and recorded with Yolo County) and in place prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement.
52. Raptor Survey. OWNER shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
53. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc. May 2011 – Geocon project no s9574-06-01) shall be followed.
54. Air Quality Directives. OWNER shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
55. Mosquito Vector Control. Prior to each construction season, if OWNER has a project under construction, OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
56. Construction Recycling. Prior to the commencement of construction on any project, OWNER shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other CITY requirements. (MM 4.13-18)
57. Dust Suppression. OWNER shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

58. Off-site improvements. Off-site improvements shall satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
59. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1).

Engineering Development Services

Roadways

60. Regarding “E” Street between phase 1 and phase 2 and “B” Street road between phases 2 and 3 and “D” Street between phases 3 and phase 4, this road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).
61. Streets fronting the park: Subdivisions opposite the park shall complete corresponding street section including curb, gutter, sidewalk, landscaping, lighting, hydrants and appurtenances for the park. This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.
62. OWNER shall revise partial street cross sections; partial street sections shall have 4’ shoulders with 2’ paved shoulders to the same structural section as the remainder of the road and 2’ unpaved.
63. Unless constructed by others, OWNER shall construct Harry Lorenzo from “F” Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. The final cost determination shall be approved by the City Engineer.
64. Unless constructed by others, OWNER shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of Harry Lorenzo Drive to its southerly terminus.
65. Unless constructed by others, OWNER shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners.

The third party reimbursement agreement shall be completed prior to the approval of the final map.

66. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. The path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of CITY. At a minimum, the corridor shall include a 10 foot path and shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, two, 4 inch conduits for future broadband constructed to fiber standards, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing and connect to conduits under SR 113 placed by others. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. The greenbelt corridor shall be constructed with phase 3 of the subdivision. Timing of the greenbelt corridor may be deferred at the discretion of the Community Development Director until the remainder parcel is developed provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a CITY held escrow account. For purposes of third party reimbursement, a fair share shall be determined by the following process:

- A. With the first final map application OWNER shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate for the greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.
- B. Then the total cost shall be divided by 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).
- C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement
- D. Upon request, CITY will enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.

- E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013. and as subsequently amended and in accordance with the Funding and Reimbursement Agreement.
67. Prior to approval of the first final map OWNER shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. The plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. OWNER shall construct components of the traffic calming plan as part of the public improvement program.
68. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.
69. With the first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive, OWNER shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.
70. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of CITY.
71. OWNER shall provide paved access with bollard or gate control to CITY approved openings in the sound wall for maintenance access. Paved access and access control design shall be subject to the approval of CITY. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.
72. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.
73. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

Easements and Right of Way

74. A seven (7) foot (or ten (10) foot if adjacent to monolithic sidewalk) public utility easement shall be provided at back of (separated) sidewalk, adjacent to all public streets within the development and shall be dedicated to CITY and may be required elsewhere as requested by the utility companies and approved by CITY.
75. Prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site

improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.

76. The Phase 3 final map shall include dedication of a 28 foot strip between the tentative map edge and Caltrans Right of Way.
77. Lots 160 through 176 shall include a general access easement to CITY for repair and maintenance of the sound wall.
78. OWNER shall acquire or dedicate 15' maintenance access easements along the north edge of the Property (may be on adjacent property) and along the south side of Lot 176. OWNER shall provide paved PCC access with bollard control to CITY approved openings in the sound wall for maintenance access.
79. If, after a good faith effort based on a MAI Appraisal, OWNER is unable to obtain offsite right of way, OWNER may request that CITY obtain the land at OWNER'S sole cost and expenset. OWNER shall deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained CITY shall relinquish balance of funds on hand.
80. OWNER shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map that includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

81. The Property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
82. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
83. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.
84. OWNER shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.
85. Any onsite septic tanks shall be to Yolo County Health Department standards, prior to the final map within which boundary it is contained.

Storm Water

86. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for

project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the Project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by OWNER shall be consistent with the most recent version of the CITY's Storm Drainage Master Plan criteria and CITY Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and detention basins if required. The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. OWNER shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse OWNER for oversize improvements on a pro rata basis per Development Agreement.

87. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the Project. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
88. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
89. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.
90. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 91 below.
91. Each phase of the Project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a CITY held escrow account). The calculation shown below is an

example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:

- A. With the first final map OWNER shall prepare a preliminary design with a cost estimate for a 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.
- B. Then the total cost shall be divided by 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).

Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake, adopted by the City Council on March 5, 2013, as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

- C. Upon request CITY will enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.
- D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013, as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

Storm Water Quality Control

- 92. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm Water Pollution Prevention Plan).
- 93. OWNER shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
- 94. OWNER shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

95. All materials and installation of the water system shall be at OWNER's expense per City of Woodland Standard Specifications and Details.
96. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
97. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, CITY may enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.
98. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. OWNER shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the Project. OWNER shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to CITY's water distribution system.
99. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and OWNER's facility, OWNER shall make application and receive approval from the City Engineer or his/her designated agent.
100. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
101. One Water Sampling Station shall be installed with the first final map.
102. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

Landscaping

103. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted by CITY until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of

acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

104. The entire sound wall along the western edge of the tentative map shall be constructed as a part of Phase 3 of the final map for the Project. Sound wall design and construction costs are eligible for SLIF credits.

105. A 28' landscape strip shall be constructed along the western boundary of the Property as a part of Phase 3 of the Project. OWNER shall bond for landscaping and include the landscaping in the public improvements, which are eligible for SLIF credits upon addition to the Spring Lake CIP.

Grading

106. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the Project. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

107. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the Grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

108. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Fees

109. OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.

110. Prior to approval of improvement plans, OWNER shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the CITY's Fee Schedule. If OWNER pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.

111. At building permit issuance OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.
112. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.
113. If existing buildings are demolished, OWNER shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees. If there are no sewer or water service connections no sewer or water impact fees will be credited.

Engineering General Conditions

114. Prior to final map, OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
115. OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.
116. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
117. OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
118. OWNER shall submit proposed street names to CITY's Fire Department for approval with a copy to Engineering prior to improvement final map submittal.
119. Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, street lights, and appurtenances.
120. All non-single family water services to this Project shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
121. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map.

122. OWNER shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to CITY prior to approval of the final map and start of construction.
123. All utility poles that are to be relocated in conjunction with this Project shall be identified on the improvement plans, with existing and proposed locations indicated.
124. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
125. If improvements are constructed and/or installed by a party or parties other than OWNER, which improvements benefit OWNER's property, OWNER shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to the other party or parties that constructed or installed the improvements.
126. If conditions for the Project require OWNER to construct improvements that benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the CITY. CITY shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
127. If greater than 640 square feet, second units shall pay single family dwelling unit development fees.
128. All second units shall have separate water service and meter.
129. This Project is subject to the Construction and Demolition Debris Recycling and Diversion Ordinance (Ordinance No. 1469).
130. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
131. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
132. A registered landscape architect shall design landscape and sound wall and privacy wall improvements, and improvements shall be per the SLSP and other CITY Standards, as applicable.
133. OWNER shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

Fire Department

134. Weed Abatement. OWNER shall comply with the City of Woodland Weed Abatement Ordinance. OWNER shall maintain the Property throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
135. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. OWNER shall meet the required volume and duration at the Project site prior to obtaining a building permit.
136. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

Building Division

137. OWNER shall comply with the current codes that are in effect at the time of plan submittal.
138. Plans will need to be complete at the time of submittal as CITY does not accept deferred submittals.
139. All sub-contractors/companies working on the Project will be required to obtain a City of Woodland Business Registration ("Business License").
140. OWNER shall comply with FEMA regulations.

Yolo Solano Air Quality Management District ("District")

141. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).
142. Dust emissions shall be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

EXHIBIT D

Development Impact Fees

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of January 28, 2015, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD	MF
General City	\$837	\$698
Fire	\$1,291	\$967
Library	\$51	\$43
Police	\$1,104	\$921
Wastewater	\$6,058	\$5,050
Water	\$556	\$341
Parks--Springlake	\$3,826	\$3,188
Roads	\$5,582	\$4,073
Surface Water (a future fee for the development of surface water treatment facilities)	\$2,892	By meter size
MPFP Admin Fee	\$166	\$115

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$41,532 and MF \$27,410; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (cost subject to annual change);
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee: Prior to final map or project approval single family applicant shall pay \$243.00/single family DUE (more on some maps) for the construction of transit capital improvements;
- Public transit operation fee: Prior to final map or project approval applicant shall pay a \$35.00 per single family DUE fee;

- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot;
- Fiscal Deficit mitigation fees of \$1,500 for SFD, and \$1,050 for MFD;
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit; and
- \$794 per house for 25A, construction and reimbursement, the fee is due at building permit.

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

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

Space Above Line For Recorder's Use

MEMORANDUM OF AGREEMENT

Cal West Area Development Agreement Ordinance No. _____

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

CITY and OWNER hereby agree to be bound by all of the terms and conditions contained in the First Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. ____ , dated _____, 2015, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Development Agreement, as amended, controls and use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Attachment 1.

Executed on this _____ day of _____, 2015, at Woodland, Yolo County, California.

Cal West Investors LLC

By: _____

Optimistic Partners LLC

By: _____

CITY OF WOODLAND

By: _____
Tom Stallard, Mayor

ATTEST:

By: _____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: _____
Kara K. Ueda, City Attorney

STATE OF CALIFORNIA)
) ss.

COUNTY OF YOLO)

On _____, before me, _____, personally appeared

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

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss.

COUNTY OF YOLO)

On _____, before me, _____, personally appeared

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

Witness my hand and official seal.

Notary Public

[SEAL]

Legislation Text

5.

File #: 14-637, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Adopt the new Construction Project Manager/Senior Construction Project Manager job series and related salary schedule

Recommendation for Action: Staff recommends that the City Council adopt the new Construction Project Manager/Senior Construction Project Manager job series and related salary schedule.

Staff Contact

Sheila McShane, Human Resources Manager 530.661.5807 sheila.mcshane@cityofwoodland.org

Fiscal Impact

The creation of this new job will have no fiscal impact on the current budget as Departments who utilize this position will absorb the cost in their current budget.

Discussion

The Engineering Division currently uses Civil Engineers to perform the Construction Project Management duties. The addition of this new job series will allow Engineers and Civil Engineers to perform Engineering duties and allow this new job class to perform the Construction Project Management on the various projects the City manages. Adopting this new job series allows for consistency in project management, removes the requirement for an engineering degree/license and expands the potential candidate pool for this workload need - including the potential for promotional opportunities for existing city staff.

With Council approval of the proposed job class, a currently vacant Engineering position is proposed to be reclassified Construction Project Manager prior to filling.

Conclusion

Staff recommends that the City Council adopt the new Construction Project Manager/Senior Construction Project Manager and related salary schedule.

Prepared by: Sheila McShane
Human Resources Manager



Paul Navazio, City Manager

Attachments:

New Job Descriptions for Construction Project Manager/Senior Construction Project Manager
Abridge Salary Schedule



CONSTRUCTION PROJECT MANAGER/ SENIOR CONSTRUCTION PROJECT MANAGER

DEFINITION

To plan, organize, direct and supervise City construction projects and inspection operations within the Engineering Division. Manage the planning, execution, supervision and coordination of technical aspects of field engineering assignments including development and maintenance of schedules, contracts, budgets, means and methods. Exercise discretion and independent judgment with respect to assigned duties.

DISTINGUISHING CHARACTERISTICS

The Senior Construction Project Manager position is an advance journey level professional position and is distinguished from the Construction Project Manager by higher level performance and depth of involvement in the management of construction projects, and participation in the long-range planning and administrative functions within the Engineering Department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from Principal Civil Engineer or other supervisory staff. Exercises direct supervision over construction inspection staff, outside contractors, and/or other paraprofessional staff, as assigned.

EXAMPLE OF DUTIES: The following are typical illustrations of duties encompassed by the job class, not an all inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Plan, organize, coordinate, and direct the work of construction projects within the Engineering Division to include the construction of streets, storm drains, parks, traffic control systems, water and wastewater facilities and other Capital Improvement Program (CIP) projects.

Provide direction and management for multiple large and complex public works construction and CIP projects. Ensure on-schedule completion within budget in accordance with contract documents and City, State and Federal requirements.

Perform difficult and complex field assignments involving the development, execution, supervision, and coordination of all technical aspects of a construction project.

Ensure that tests and inspections are performed, witnessed, and documented in accordance with approved procedures.

Conduct meetings with owners, architects/engineers, consultants, construction managers, design-builders, contractors, subcontractors, state & local officials to provide direction & policy interpretation for assigned projects.

Provide oversight and assistance in the preparation and receipt of public bids and bid review for recommendation of award.

Apply judgment on construction related problems and trouble shoots to expedite execution, completion and closeout of projects.

Monitor progress of work by contractors for the purposes of reviewing and approving monthly progress payment applications or invoices; prepare documents for recommendation and authorization for payment.

Administer construction contracts, including negotiating with contractors and issuing change orders; reviewing work to ensure compliance with plans, specifications, schedules and budgets. Review and respond to submittals, RFIs, and other project correspondence. Prepare and administer non-compliance notices for completed work not conforming to contract requirements

Provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints. Interpret and explain pertinent public works construction and department policies and procedures.

Read and interpret engineering plans and specifications; understand and enforce compliance with plans, specifications, bid documents, and contract provisions.

Field responsibilities include performing site visits, monitoring labor compliance, compliance interviews, quality assurance inspection of the contractor's work to confirm compliance with contract requirements, project close-out punch list inspections.

Plan, prioritize, assign, supervise and review the work of staff involved in public works construction inspection. Provide guidance and training to less experienced staff; and participate in employee evaluations.

Perform project management duties for projects during planning and design phases as necessary.

Ensure that assigned personnel engage in safe work practices in compliance with site-specific safety procedures and industry standards.

Build and maintain positive working relationships with co-workers, other city employees and the public using principles of good customer service.

Perform other responsibilities associated with this position as may be appropriate or assigned.

Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work to complete assigned tasks.

QUALIFICATIONS

Knowledge of:

Principles and practices of:

Public works project construction and inspection. Construction processes and practices.

Civil engineering as applied to construction, operations and maintenance and management of public works infrastructure projects.

Road construction, pavement maintenance, signal modifications, utility infrastructure and traffic staging on roadways

Advanced project and construction management.

Supervision, leadership, motivation, team building and conflict resolution.

Employee training and performance evaluations.

Budget preparation, monitoring and expenditure control.

Multi-agency, stakeholder, and business community coordination during construction.

Working knowledge of State and Federal safety, environment, and employment guidelines and regulations.

Skill to:

Read, review, evaluate, and interpret technical materials, research reports, and technical studies.

Prepare and present clear, concise, and competent reports and communicate effectively both in writing and verbal. Produce meeting minutes, action items and deficiency logs.

Analyze proposed changes and claims; assist with quantifying scope, cost and schedule impacts; support the project manager with resolution of changes and claims.

Ability to modify in progress construction projects and make appropriate adjustments to schedules as needed, and communicate changes to appropriate parties.

Interpret, analyze, apply, articulate, and ensure compliance with relevant laws, rules, contracts, ordinances, regulations and guidelines.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Supervise and direct both internal staff and external staff. This includes professional, technical, contractors and clerical staff.

Engaging diplomatically with staff, contractors, engineers, project managers, and property owners.

Operate a computer and assigned software.

Managing multiple tasks and deadlines.

Ability to:

Establish and maintain effective working relationships with those contacted in the performance of required duties.

Analyze complex technical challenges, evaluate alternatives, and implement creative and sound alternatives.

Attend Council Meetings, and other board or commission meetings as occasionally required and be able to make clear and concise project status reports. This may require attending meetings outside normal work hours.

Develop cooperative public relationships with contractors, developers, coworkers, and the general public.

Construction Project Manager

Minimum Education and Experience

Education:

Bachelor's degree in Construction Management, Engineering or other technical field from an accredited college or university.

Possession of, or ability to obtain, relevant certifications (i.e. Certified Construction Manager (CCM), Project Management Professional (PMP), Qualified SWPPP Practitioner (QSP) and/or Qualified SWPPP Developer (QSD) preferred.)

Experience:

Minimum five (5) years of experience with project management, construction management or field construction of public infrastructure or similar projects, including at least one (1) year as a technical lead or supervisor.

License or Certificate:

Possession of a valid California Driver's License required upon hire.

Senior Construction Project Manager

In addition to the Minimum Education and Experience for a Construction Project Manager

Education:

Continuing Education in the field of Project Management, Construction Management, Public Administration, or similar is desired.

Experience:

Minimum eight (8) years of experience with project management, construction management or field construction of public infrastructure or similar projects, including at least three (3) years as a technical lead or supervisor and two (2) years as the technical lead on public projects such as construction of streets, storm drains, parks, traffic control systems, water and wastewater facilities and other CIP projects.

ADA COMPLIANCE

Physical Ability: Positions in this class frequently require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 25 pounds of force occasionally, and in excess of 50 pounds of force rarely to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people. This is an essential function of the position as incumbents regularly up to 100% of the time use their sensory skills.

Environmental Factors: May occasionally be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: March 19, 2015

CITY OF WOOL
SALARY SCHE
Effective March 18,

SALARY PER MOI

CLASSIFICATION	RANGE		A STEP	B STEP
	NO.	UNIT		
Construction Project Manager	129	MM	\$6,094.39	\$6,399.11
Senior Construction Project Manager	131	MM	\$6,402.92	\$6,723.06

DLAND
DULE
2015

VTH

C STEP	D STEP	E STEP
\$6,719.06	\$7,055.02	\$7,407.77
\$7,059.22	\$7,412.17	\$7,782.79

Legislation Text

6.

File #: 14-641, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for May 5, 2015; and (2) adopt Resolution No. _____ declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for May 5, 2015.

Staff Contact

Kim McKinney, Finance Officer - (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

No direct fiscal impact results from this action. Once the property is annexed into the Community Facilities District 2004-1 (Spring Lake) and receives Building Unit Allocations, it will generate additional special tax revenue to be used to pay for debt service on outstanding Mello Roos bonds in Spring Lake. Annexation into the Spring Lake Maintenance Community Facilities District will generate additional revenues that contribute to maintenance of the Sports Park.

Background

In 2004, the City formed Community Facilities District (CFD) 2004-1 (Spring Lake) to allow for the issuance of debt to pay for construction of the necessary infrastructure for the Spring Lake Specific Plan (SLSP). The CFD boundaries at that time were established to include only those properties within the SLSP that had received Building Unit Allocations (BUAs) for development within the first release of Spring Lake. It was intended at that time that, as development progressed and additional releases of BUAs occurred, any properties outside the CFD boundaries would be required to annex as a condition of development.

The park requirement of the SLSP includes acquisition, development and maintenance of 56.4 acres of parks. Included in this acreage is 28 acres of the Sports Park. In 2005 the Spring Lake Maintenance CFD was formed as a mechanism to collect the required costs to meet the maintenance requirement of the Sports Park acreage. The boundaries of this CFD are identical to those of the CFD 2004-1, and future development was likewise intended to annex into this CFD.

Discussion

The tentative map for Cal West Investors LLC and Optimistic Partners LLC (Tentative Map #4991) included conditions of approval that require the property to annex into both the CFD 2004-1 and the Spring Lake Maintenance CFD. The property owners have requested to proceed with annexation.

The first step of the annexation is to approve the Resolutions of Intent to annex this territory into the boundaries of each CFD and to call for a public hearing on May 15, 2015 regarding the annexation. Following the public hearing, the property owners being annexed into the CFD will vote to approve the annexations. Because there are only two property owners, they are permitted to, and have indicated that they will, waive the statutory time limits on the election steps so that it may occur immediately following the public hearing.

Maps of the revised CFD boundaries, and updated Rate and Method of Apportionment (RMA) are attached as exhibits to their respective resolutions.

Conclusion

Staff recommends that the City Council (1) adopt Resolution No. _____ declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for May 5, 2015; and (2) adopt Resolution No. _____ declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for May 5, 2015.

Prepared by: Kim McKinney, Finance Officer



Paul Navazio, City Manager

Attachments: Resolution of Intention - CFD 2004-1 (including Exhibits)
Resolution of Intention - Spring Lake Maintenance CFD (including Exhibits)

CITY OF WOODLAND

RESOLUTION NO. _____

**A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO
COMMUNITY FACILITIES DISTRICT 2004-1 (SPRING LAKE)
AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES**

Annexation No. 1

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), the City Council (the “City Council”) of the City of Woodland (the “City”), on June 22, 2004 approved Resolution No. 4559 forming the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the “CFD”);

WHEREAS, the City Council called a special election for June 22, 2004, at which the questions of levying a special tax, establishing an appropriations limit with respect to the CFD, and the incurrence of a bonded indebtedness of the CFD were submitted to the qualified electors within the CFD;

WHEREAS, on June 22, 2004, the City Council adopted Resolution No. 4560 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed; and

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act.

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

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled “Annexation Map No. 1 of Community Facilities District No. 2004-1 (Spring Lake), City of Woodland, Yolo County, California,” which is on file with the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described in a map entitled “Community Facilities District 2004-1 Boundary Map,” approved by the City Council in Resolution No. 4536 and recorded on June 7, 20004, in Book 2004 of Maps of Assessment and Community Facilities Districts, at Page 2, in the office of the County Recorder of Yolo County.

Section 3. Description of Facilities. The facilities proposed to be financed by the CFD (the “Facilities”) are described in Exhibit A hereto. The cost of the facilities includes all costs associated with the annexation, the determination of the amount of any taxes, and collection of any taxes; all costs otherwise incurred in order to carry out the authorized purposes of the CFD, and any other expenses incidental to the provision of the services.

Section 4. Determination Regarding Demands for Services. In accordance with Government Code Section 53326(b), the City Council finds and determines that the proposed Facilities are necessary to meet increased demands put upon the City as the result of new development occurring within the territory proposed to be annexed to the CFD.

Section 5. Plan for Sharing Facilities in Common with the Existing CFD. The Facilities that are financed and provided from taxes collected in the CFD will be used by residents of the current CFD and residents of the territory proposed to be annexed (or shared between them) on the same basis.

Section 6. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay the costs of the Facilities for all services to be provided in or for the territory to be annexed, and secured by a continuing lien against all nonexempt real property in the CFD, will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax (the "Special Tax Formula") is set forth in Exhibit B hereto in sufficient detail to allow each landowner or resident within the territory proposed to be annexed to the CFD to estimate the maximum annual amount that such person will be required to pay.

Section 7. No Alteration of the Special Tax Levied in the Existing CFD. No alteration of the special tax currently levied within the existing boundaries of the CFD is proposed.

Section 8. Tax Subject to Election. The levy of the special tax shall be subject to the approval of the qualified electors of the territory proposed to be annexed to the CFD at a special election to be held in the City for such purpose.

Section 9. Private Leaseholds in Public Property. Pursuant to Government Code section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public agency, if such leasehold or possessory interest is held by a non-exempt person or entity.

Section 10 Special Tax Formula. The Finance Officer is hereby directed to review the proposed annexation and, if necessary, update the Special Tax Formula on file with the City in order to adequately meet the needs of the territory proposed to be annexed.

Section 11. Notice of Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Tuesday, May 5, 2015, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 11. Publication of Notice of Hearing. The City Clerk shall publish a notice of the hearing once in a newspaper of general circulation in the territory proposed to be annexed to the CFD. Publication shall be completed at least seven days prior to the hearing.

Section 12. Content of Notice. Notice of the hearing shall be in substantially the form attached hereto as Exhibit C.

Section 13. Description of Proposed Voting Procedure. If, at the conclusion of the proposed hearing, the City Council determines to proceed with the annexation, the City Council will order an election to be held by the qualified electors of the territory proposed to be annexed by mailed ballot, with each qualified elector having one vote for each acre or portion of an acre of land that such elector owns, on the questions of levying the special tax and establishing an appropriations limit.

Section 14. City Clerk to Conduct Election. The City Council hereby appoints the City Clerk as the election official to conduct any mailed ballot election held in these proceedings.

Section 15. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on March 17, 2015, by the following vote:

AYES:

NOES:

ABSENT:

City Clerk of the City of Woodland

EXHIBIT A
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Spring Lake)

LIST OF AUTHORIZED FACILITIES

A. PUBLIC IMPROVEMENTS

The following improvements represent the primary facilities that are authorized to be constructed with Mello-Roos CFD Special Tax proceeds. These facilities are representative of the authorized local infrastructure required for development of the Spring Lake Specific Plan area.

(1) Sewer System Improvements

Authorized facilities include any and all sewer system improvements designed to serve the development needs of the Spring Lake area. These facilities may include major collection system, sewer lines (gravity lines and force main), lift station, water wells (for the flushing of sewer lines), maintenance roads, and all other appurtenances related to sewer system improvements.

(2) Water System Improvements

Authorized facilities include any and all water transmission main improvements designed to serve the development needs of the Spring Lake area. These facilities may include water wells, pumping systems, transmission mains, and any other appurtenances related to water system improvements.

(3) Drainage Improvements

Authorized facilities include any or all off –site drainage and storm water conveyance improvements designed to serve the needs of development within the CFD. These facilities include, but are not limited to: pipeline and appurtenances; drainage channels; detention basins/ponds; temporary drainage facilities; water quality improvements (including basins); and related drainage system improvements.

(4) Park Improvements

Authorized facilities include any and all park improvements designed to serve the needs of the Spring Lake area. These facilities may include neighborhood and sports parks, including the development of parks, parkways, bike trails, paths, open space, playing facilities, and any other appurtenances related to park improvements.

(5) Transportation Improvements

Authorized facilities include, but may not be limited to, the following transportation-related improvements:

- Portions of Gibson Road
- Portions of County Road 102
- Portions of Pioneer Avenue
- Parkway Drive
- Portions of East Street
- Portions of County Road 25A
- Portions of County Road 101
- County Road 24C
- Farmer's Central Road

Eligible transportation-related facility improvements include, but are not limited to: grading and paving; existing pavement removal; joint trenches; utility relocations and underground utilities; curbs; gutters; bridge and/or box culvert crossings; street lights and signalization; signage and striping; and median landscaping related thereto.

B. OTHER EXPENSE

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation and environmental remediation/mitigation); land acquisition for authorized CFD facilities; project management; construction staking, utility relocation and demolition cost incident to the construction of the public facilities; cost associated with the creation of the Mello-Roos CFD: issuance of bonds: determination of the amount of taxes; collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; reimbursements to parties funding infrastructure facilities serving development within the CFD; and, any other expenses incidental to the construction, completion, and inspection of the facilities.

EXHIBIT B
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT No. 2004-1
(Spring Lake)
RATE, METHOD OF APPORTIONMENT,
AND MANNER OF COLLECTION OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2004-1 (Spring Lake) [herein "CFD No. 2004-1"] shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2004-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2004-1 unless a separate Rate, Method of Apportionment, and Manner of Collection of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, parcel map or other map recorded in the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to CFD No. 2004-1 and the Bonds, including, but not limited to, costs of levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into CFD No. 2004-1, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the City in any way related to the establishment or administration of CFD No. 2004-1.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this Rate and Method.

"Affordable Cluster Unit" means a residential unit that is smaller and built at a higher density than indicated by the Specific Plan Land Use Designation for the Parcel in order to meet the City's

affordable housing requirements. The City shall determine, in its sole discretion, whether Affordable Cluster Units are included in each Final Map that is submitted to the City for approval.

“Affordable Multi-Family Property” means a Parcel of Multi-Family Property that is either deed-restricted to maintain the affordability of the residential units within the building or, in the City’s sole discretion, otherwise qualifies as affordable housing.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Attachment 1” means Attachment 1 to this Rate and Method, which will be updated regularly by the Administrator as Successor Parcels are created within CFD No. 2004-1, Expected Units/Acres are transferred among Parcels, and additional BUAs are assigned to Parcels above the amount assigned as of CFD Formation.

“Base Maximum Special Tax” means the Maximum Special Tax for each Specific Plan Land Use Designation, as shown in Section C.1 below, that was used to assign the Maximum Special Tax to each Original Parcel at CFD Formation. The Base Maximum Special Tax for Residential Units shown in Section C.1 is also intended to be the final Maximum Special Tax that will be in effect when a Residential Unit is sold to a homeowner, although the actual Maximum Special Tax per Residential Unit may be higher if a mandatory prepayment is not received to offset a Unit/Acre Deficit, as set forth in Section C.3a below.

“Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by the City for CFD No. 2004-1 under the Act.

“BUA” means the single family residential building unit allocations assigned by the City to Parcels within CFD No. 2004-1 pursuant to Chapter 26 of the City of Woodland Municipal Code.

“BUA Release” means that the City has allocated additional BUAs to Parcels in CFD No. 2004-1 and, because of the BUA Release, additional Residential Units or High Density Acres can be developed on such Parcels.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2004-1 was adopted by the City Council.

“City” means the City of Woodland.

“City Council” means the city council of the City of Woodland, acting as the legislative body for CFD No. 2004-1.

“County” means the County of Yolo.

“Developed Property” means, in any Fiscal Year, any Parcel of Taxable Property in CFD No. 2004-1 for which a building permit was issued prior to January 1 of the preceding Fiscal Year.

“Development Rights” means, for any Parcel within CFD No. 2004-1, either of the following (i) that BUAs have been assigned to the Parcel based on a BUA Release that has already taken place, (ii) on which single family detached or single family attached affordable units can be built without BUAs being assigned for such units, or (iii) that the Parcel, or a portion thereof, is High-Density Property pursuant to the definition set forth below.

“Duplex/Half-Plex Property” means, in any Fiscal Year, any Parcel of Developed Property for which a building permit was issued for construction of a residential dwelling unit that shares a common wall with one other residential unit.

“Expected Units/Acres” means the number of Residential Units or High-Density Acres within each Specific Plan Land Use Designation that are expected on an Original Parcel in CFD No. 2004-1. The Expected Units/Acres for each Original Parcel as of CFD Formation are shown in Attachment 1 of this Rate and Method. In relation to Successor Parcels, “Expected Units/Acres” means the number of Residential Units or High Density Acres within each Specific Plan Land Use Designation that was assigned by the Administrator to the Successor Parcel when the Original Parcel was subdivided.

“Expected Maximum Special Tax Revenues” means the amount of revenue that would be available in any Fiscal Year if the Maximum Special Tax were levied on the Expected Units/Acres. The Expected Maximum Special Tax Revenues for each Original Parcel as of CFD Formation are shown in Attachment 1 of this Rate and Method. The Administrator shall update the Expected Maximum Special Tax Revenues for each Parcel within the CFD after each BUA Release, and the Administrator shall update Attachment 1 to keep a current record of the Expected Maximum Special Tax Revenues within the CFD.

“Final Map” means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Sections 66410 *et seq.*) that creates Residential Lots. The term “Final Map” shall not include any Assessor’s Parcel Map or subdivision map or portion thereof that does not create Residential Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“High Density Acres” means the Acreage of High Density Property.

“High-Density Property” means property with a Specific Plan Land Use Designation of R-15, R-20 or R-25.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, any Parcel of Developed Property for which a building permit was issued for construction of a residential structure with three or more residential units that share common walls, all of which are offered for rent to the general public.

“Original Parcel” means an Assessor’s Parcel in CFD No. 2004-1 at the time of CFD Formation or added to the CFD upon annexation, as identified in Attachment 1 (which shall be updated after each annexation). A Successor Parcel that is being further subdivided shall also be considered an Original Parcel for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means that the ratio of the actual Special Tax levied in a Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels within a class of property (Developed Property, Small Lot Tentative Map Property or Undeveloped Property).

“Public Property” means any property within the boundaries of CFD No. 2004-1 that is owned by the federal government, State of California, City, County or other public agency.

“Rate and Method” means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

“Residential Lot” means a Parcel within a Final Map on which an individual Residential Unit, single family attached building, condominium unit, or multi-family building can be constructed without further subdivision of the Parcel.

“Residential Unit” means a single family detached residential dwelling unit or, for Duplex/Half-Plex Property, an individual residential dwelling unit that shares a common wall with another unit.

“Small Lot Tentative Map” means a map that is made for the purpose of showing the design of a proposed subdivision, including the individual Residential Lots that are expected within the subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property within the map and is not recorded at the County Recorder’s Office to create legal lots.

“Small Lot Tentative Map Property” means, in any Fiscal Year, all Parcels which are included within a Small Lot Tentative Map that was approved by June 30 of the prior Fiscal Year (including any such maps that have subsequently expired), and which have not yet become Developed Property.

“Special Tax” means any tax levied pursuant to the Act on property within CFD No. 2004-1.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay the principal of and interest on Bonds that is due in the calendar year that begins in such Fiscal Year; (ii) create and/or replenish reserve funds for the Bonds; (iii) cure any delinquencies in the payment of the principal of or interest on Bonds that have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected; (iv) pay Administrative Expenses; and (v) pay the costs of public improvements and public infrastructure authorized to be financed by CFD No. 2004-1. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Specific Plan Land Use Designation” means the land use designation dictated by the Spring Lake Specific Plan, as determined in the sole discretion of the City. For purposes of designating the Expected Land Uses in Attachment 1, Duplex/Half-Plex Property and Affordable Cluster Units shall also be considered a Specific Plan Land Use Designation.

“Successor Parcel” means a Parcel of Taxable Property created from an Original Parcel or another Successor Parcel by subdivision or lot line adjustment.

“Taxable Non-Residential Property” means, in any Fiscal Year, any Assessor’s Parcel of Developed Property that: (i) had a building permit issued prior to January 1 of the prior Fiscal Year for construction of a commercial or industrial building, and (ii) had, in prior Fiscal Years, been developed and taxed as residential property or designated for Residential Units or High-Density Acres in the Spring Lake Specific Plan. If a Parcel that had been designated for Residential Units or High-Density Acres is subsequently designated for non-residential development, the Parcel will not become Taxable Non-Residential Property if, in the City’s sole discretion, the Expected Units/Acres from that Parcel were shifted to another Parcel with no resulting decrease in the Expected Maximum Special Tax Revenues associated with those Expected Units/Acres.

“Taxable Property” means any Assessor’s Parcel within the boundaries of CFD No. 2004-1 that is not exempt from the Special Tax pursuant to law or Section F below.

“Undeveloped Property” means, in any Fiscal Year, any Parcel of Taxable Property within CFD No. 2004-1 that is not Developed Property or Small Lot Tentative Map Property, as defined above.

“Unit/Acre Deficit” means the difference between the Expected Units/Acres within each Specific Plan Land Use Designation for a particular Parcel and the number of Residential Units

and High-Density Acres within each Specific Plan Land Use Designation indicated on a Final Map for the Parcel to the extent such Unit/Acre Deficit is not offset by a Residential Unit or High-Density Acre transfer pursuant to Section C.5 of this Rate and Method. The City shall determine, in its sole discretion, whether a Unit/Acre Deficit exists pursuant to the steps set forth in Section C below.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for Taxable Property within CFD No. 2004-1. Each Fiscal Year, the Administrator shall also (i) categorize each Parcel of Taxable Property as Developed Property, Small Lot Tentative Map Property or Undeveloped Property, (ii) determine if Parcels of Multi-Family Property are Affordable Multi-Family Property, (iii) determine if there are Parcels of Taxable Non-Residential Property in CFD No. 2004-1, and (iv) calculate the Special Tax Requirement for the Fiscal Year.

In addition, on an ongoing basis, the Administrator shall track the subdivision of Original Parcels and Successor Parcels within CFD 2004-1, meet with the City to determine how the Expected Units/Acres should be allocated among Successor Parcels, determine if there has been an additional BUA Release, determine whether transfers of Expected Units/Acres have occurred pursuant to Section C.5 below, and update Attachment 1 to reflect new Parcel numbers and the current allocation of Expected Units/Acres among the Parcels.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2004-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Original Parcel or Successor Parcel that was subdivided by recordation of the parcel map. Similarly, if a portion of a Parcel is included in an approved Small Lot Tentative Map while the remainder of the Parcel is Undeveloped Property, the Administrator shall separately calculate the Special Tax that applies to the Small Lot Tentative Map Property and the Undeveloped Property within the Parcel, and the Special Tax levied on the Parcel shall be the sum of the two figures.

C. MAXIMUM SPECIAL TAX

1. *Base Maximum Special Tax*

The Fiscal Year 2004-05 Base Maximum Special Taxes shown in Table 1 below were used to determine the Expected Maximum Special Tax Revenues from each Original Parcel as of CFD

Formation and shall be used to allocate the Maximum Special Tax to Successor Parcels as explained below in this Section C.

TABLE 1	
Zoning Designation	Base Maximum Special Tax (Fiscal Year 2004-05)*
R-3	\$1,975 per Residential Unit
R-4	\$1,900 per Residential Unit
R-5	\$1,700 per Residential Unit
R-8	\$1,400 per Residential Unit
Duplex/Half-Plex Property	\$1,400 per Residential Unit
Affordable Cluster Units	\$667 per Residential Unit
R-15	\$10,000 per Acre
R-20	\$9,200 per Acre
R-25	\$9,200 per Acre

****On July 1, 2005 and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.***

Once a Special Tax has been levied on a Parcel of Developed Property, the Maximum Special Tax applicable to that Parcel shall not be reduced in future Fiscal Years regardless of changes in land use on the Parcel. Notwithstanding the foregoing, the actual Special Tax levied on a Parcel of Developed Property in any Fiscal Year may be less than the Maximum Special Tax if a lower Special Tax is calculated pursuant to Step 1 in Section D below.

2. *Original Parcels*

The Maximum Special Tax as of CFD Formation for each Original Parcel in CFD No. 2004-1 is identified in Attachment 1. Thereafter, the Parcels and Expected Units/Acres within each Specific Plan Land Use Designation and the Maximum Special Tax assigned to each Original Parcel may be revised due to lot line adjustments, tentative map revisions, changes in BUA assignments, rezonings, an additional BUA Release or Expected Unit/Acre transfers (as discussed in Section C.5 below) as long as such revisions do not reduce the Expected Maximum Special Tax Revenues available within

the CFD. Revisions to the number of Expected Units/Acres shall be allowed at the City's discretion after receipt of a written request from the owners of Parcels affected by the revision.

3. *Successor Parcels*

When a Final Map is submitted to the City that will result in the subdivision of an Original Parcel, the Administrator shall compare the land uses proposed for the Successor Parcels to the land uses that had been expected for the Original Parcel, based on reference to Attachment 1. ***Prior to approval of the Final Map***, the Maximum Special Tax shall be determined for each Successor Parcel as follows:

a. All Successor Parcels are Residential Lots

If all Successor Parcels are Residential Lots, the Maximum Special Tax for each Successor Parcel shall be determined as follows:

- (i) If the total number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation proposed on the Successor Parcels is ***greater than or equal to*** the Expected Units/Acres for that Original Parcel (as shown in Attachment 1), the Maximum Special Tax for each Successor Parcel shall be determined by multiplying the Base Maximum Special Tax for each Specific Plan Land Use Designation from Table 1 above by the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation expected on each Successor Parcel.
- (ii) If the total number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation proposed on the Successor Parcels is ***less than*** the Expected Units/Acres within each Specific Plan Land Use Designation for that Original Parcel (as shown in Attachment 1), the Maximum Special Tax for each Successor Parcel shall be determined by multiplying the Base Maximum Special Tax for each Specific Plan Land Use Designation from Table 1 above by the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation expected on each Successor Parcel. In addition, the Administrator shall identify the Unit/Acre Deficit and, prior to recordation of the Final Map, the landowner shall be required to prepay the Maximum Special Tax associated with the Unit/Acre Deficit per the formula provided in Section G.

Notwithstanding the above, if there was not a Unit/Acre Deficit based on the proposed Final Map, but the number of Residential Units or High-Density Acres within each Specific Plan Land Use Designation shifted resulting in a reduction in the Expected Maximum Special Tax Revenues, a mandatory prepayment shall still be required to make up for the loss in revenues. In such case, the Maximum Special Tax to be used in Step 1 of the prepayment formula set forth in Section G

below shall be the dollar amount by which the Expected Maximum Special Tax Revenues were reduced due to the change in Specific Plan Land Use Designation.

If, for any reason, a Final Map is recorded that will result in a reduction in the Expected Maximum Special Tax Revenues, and the mandatory prepayment was not collected prior to the recordation, the amount of the prepayment that should have been collected may be spread on a per-acre basis and included on the next property tax bill for all Assessor's Parcels within the Final Map. Alternatively, the Maximum Special Tax on Residential Lots within the Final Map that have not yet been sold to individual homebuyers may be increased until the amount that can be collected from all property within the Final Map is equal to the Expected Maximum Special Tax Revenues for that area.

b. Some, But Not All, Successor Parcels are Residential Lots

If some, but not all, Successor Parcels are Residential Lots, the Administrator shall apply the following steps to determine Maximum Special Tax for each Successor Parcel:

- (i) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the portion of the Original Parcel that is being subdivided into Residential Lots and apply steps (i) and (ii) from Section C.3.a above to calculate the Maximum Special Tax for the Successor Parcels created from that portion of the Original Parcel. The Administrator shall also determine whether a Unit/Acre Deficit exists based on the number of Expected Units/Acres within each Specific Plan Land Use Designation for the portion of the Original Parcel compared to the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation that would result from the proposed Final Map. If a Unit/Acre Deficit or change in Specific Plan Land Use Designation is proposed that would reduce the Expected Maximum Special Tax Revenues from that portion of the Original Parcel, a mandatory prepayment will be required to offset such reduction. Alternatively, the Maximum Special Tax on Residential Lots within the Final Map that have not yet been sold to individual homebuyers may be increased until the amount that can be collected from all property within the Final Map is equal to the Expected Maximum Special Tax Revenues for that area.
- (ii) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the other Successor Parcels created from the subdivision of the Original Parcel, and apply the direction set forth in Sections C.3.c or C.3.d, as appropriate.

c. Taxable Non-Residential Property and Public Property

If a Successor Parcel that had been assigned Expected Units/Acres becomes Taxable Non-Residential Property or Public Property, and the Expected Units/Acres have not been transferred to another Parcel of Taxable Property, the Administrator shall determine the Maximum Special Tax for the Parcel as follows:

- (i) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the Successor Parcel.

- (ii) Multiply the Base Maximum Special Tax from Section C.1 by the number of Expected Units/Acres within each Specific Plan Land Use Designation for the Parcel.

d. Property Subject to Further Subdivision or Future BUA Release

If a Successor Parcel will be further subdivided prior to issuance of building permits, the Maximum Special Tax assigned to the Successor Parcel shall be determined by multiplying the number of Expected Units/Acres within each Specific Plan Land Use Designation for the Successor Parcel by the Base Maximum Special Tax for each Specific Plan Land Use Designation as set forth in Section C.1. Notwithstanding the foregoing, if the City determines that a Successor Parcel has no Development Rights until there is an additional BUA Release, such Successor Parcel shall not have a Maximum Special Tax assigned to it and shall not be subject to a Special Tax levy until such BUA Release takes effect. Notwithstanding the foregoing, if only a portion of a Successor Parcel cannot be developed until a future BUA Release, the full Parcel shall be subject to the Special Tax levy based on the Development Rights that are already assigned to the Parcel.

In determining the Maximum Special Tax for any Successor Parcel, the City shall make the final determination of the Expected Units/Acres within each Specific Plan Land Use Designation. In no event shall a transfer of Expected Units/Acres among Parcels result in a reduction in the total Expected Maximum Special Tax Revenues for CFD No. 2004-1, as identified in Attachment 1.

4. *Parcels Annexed into CFD No. 2004-1*

Any Parcel annexed into CFD No. 2004-1 shall be assigned a number of Expected Units/Acres and a corresponding Maximum Special Tax in accordance with the annexation documents adopted by the City Council. The Parcel shall thereafter be treated as an Original Parcel for purposes of this Rate and Method, and the Administrator shall update Attachment 1 to include the new Parcel(s).

5. *Unit/Acre Transfers*

If a landowner proposes reducing the number of Expected Units/Acres on one Parcel and increasing the Expected Units/Acres on another Parcel, the City may allow such a transfer of Expected Units/Acres and the corresponding Expected Maximum Special Tax Revenues if both of the following conditions are met: (i) any decrease in one Parcel's Expected Maximum Special Tax Revenues is offset by an equal increase in the Expected Maximum Special Tax Revenues assigned to other Parcels, and (ii) written consent has been received by the City from all owners of Parcels affected by the transfers. After the transfers have been approved by the City, the

Administrator shall update Attachment 1 to reflect the new assignments. This Section C.5 does not relate to the transfer of BUAs among property owners, which will be handled separately by the City.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and a Special Tax shall be levied according to the following steps:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Fiscal Year determined pursuant to Section C until the amount levied on Developed Property is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after applying Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Small Lot Tentative Map Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Small Lot Tentative Map Property determined pursuant to Section C.
- Step 3:** If additional revenue is needed after applying Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Undeveloped Property determined pursuant to Section C.

E. MANNER OF COLLECTION OF THE SPECIAL TAX

The Special Taxes for CFD No. 2004-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that prepayments are permitted as set forth in Section G below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until the principal of and interest on Bonds have been repaid and authorized facilities to be constructed directly from Special Taxes proceeds have been completed. However, in no event shall Special Taxes be levied after Fiscal Year 2049-2050. Under no circumstances may the Special Tax on one Parcel be increased by more than ten percent (10%) as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels.

F. EXEMPTIONS

Notwithstanding any other provisions of the Rate and Method, no Special Tax shall be levied on: (i) Public Property, except as otherwise provided in the Act and in Section C.3.c of this Rate and Method, (ii) Parcels that have prepaid the Special Tax obligation and had a Release of Special Tax Lien recorded against the property, (iii) Parcels developed with non-residential land uses if such Parcels are not determined to be Taxable Non-Residential Property, (iv) Parcels of Affordable Multi-Family Property, and (v) Parcels that, in the City's sole discretion, do not have Development Rights and, because of this lack of Development Rights, are not able to develop until a future BUA Release takes place.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

“Future Facilities Costs” means the Public Facilities Requirement (as defined below) minus public facility costs funded by Previously Issued Bonds (as defined below), interest earnings on the construction fund actually earned prior to the date of prepayment, Special Taxes collected to directly fund authorized facilities, developer equity, and/or any other source of funding.

“Outstanding Bonds” means all Previously Issued Bonds that remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding, that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of **“Outstanding Bonds”** for purposes of the prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued with respect to CFD No. 2004-1 prior to the date of prepayment.

“Public Facilities Requirement” means either \$30,500,000 in 2004 dollars, which shall increase by the greater of (i) the percentage increase, if any, in the construction cost index for the San Francisco region for the prior twelve (12) month period as published in the Engineering News Record or other comparable source if the Engineering News Record is discontinued or otherwise not available, or (ii) three percent (3%) on January 1, 2004, and on each January 1 thereafter, or such other number as shall be determined by the City as sufficient to fund public facilities to be provided by CFD No. 2004-1 under the authorized bonding program for CFD No. 2004-1. Notwithstanding the foregoing, after each BUA Release, the Administrator shall recalculate the Public Facilities Requirement to include the estimated public facilities costs that will be funded by the increased Expected Maximum Special Tax Revenue that is generated from the Residential Units and High Density Acres that were added to the Expected Land Uses by the BUA Release. In addition, a separate

Public Facilities Requirement shall be identified by the City for property that annexes into CFD No. 2004-1 in future years.

The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 2004-1 may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that (i) a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment, and (ii) the Special Tax obligation shall not be fully released from a Parcel if such Parcel is expected to be subject to a Special Tax levy after a future BUA Release. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City shall notify such owner of the prepayment amount for such Assessor's Parcel. Prepayment must be made not less than 60 days prior to any interest payment date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

Bond Redemption Amount	
plus:	Future Facilities Amount
plus:	Redemption Premium
plus:	Defeasance Requirement
plus:	Administrative Fees and Expenses
<u>plus:</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the District. The Maximum Special Tax for the Parcel shall include the Expected Units/Acres assigned to the Parcel from all BUA Releases that have taken place as of the date the prepayment is calculated.

If this Section G is being applied to effect a mandatory prepayment pursuant to Section C above, use, for purposes of this Step 1, the amount by which the Expected Maximum Special Tax Revenues have been reduced due to the Unit Deficit or change in Specific Plan Land Use Designation that required the mandatory prepayment.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Assessor's Parcel by the then-current Expected Maximum Special Tax Revenues for the entire CFD, which shall take into account the Maximum Special Tax Revenues that can be collected from the Expected Units/Acres from all BUA Releases that have taken place as of the date the prepayment is calculated.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "***Bond Redemption Amount***").

- Step 4.** Compute the current Future Facilities Costs.
- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Future Facilities Costs to be prepaid (the “***Future Facilities Amount***”).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the “***Redemption Premium***”).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, which, depending on the Bond offering document, may be as early as the next interest payment date.
- Step 8.** Compute the amount of interest the City reasonably expects to derive from the reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9.** Take the amount computed pursuant to Step 7 and subtract the amount computed pursuant to Step 8 (the “***Defeasance Requirement***”).
- Step 10.** The administration fees and expenses of CFD No. 2004-1 are as calculated by the City and include the costs of computing the prepayment, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the “***Administrative Fees and Expenses***”).
- Step 11.** A reserve fund credit shall be calculated equal to the amount of the reduction, if any, in the applicable reserve fund for the Outstanding Bonds to be made as a result of the redemption of Bonds pursuant to the prepayment (the “***Reserve Fund Credit***”).
- Step 12.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the “***Prepayment Amount***”).

H. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method.

ATTACHMENT 1

Expected Units/Acres and Expected Maximum Special Tax Revenues For Original Parcels

Developer or Owner as of CFD Formation	Assessor's Parcel Number for Original Parcel	Land Use Designation	Expected Residential Units or High-Density Acres as of 3/6/2015	Base Maximum Special Tax (FY 2014-15) /1	Expected Maximum Special Tax Revenue (FY 2014-15) /1
Prudler Sievers	041-070-43	R-5	136 units	\$2,072 per unit	\$281,832
		Duplex/Halfplex	18 units	\$1,707 per unit	\$30,719
		R-15	2.1 acres	\$12,190 per acre	\$25,599
Merritt	042-010-51	R-5	42 units	\$2,072 per unit	\$87,036
		Duplex/Halfplex	4 units	\$1,707 per unit	\$6,826
		R-20	2.8 acres	\$11,215 per acre	\$31,401
Heidrick	042-010-05	R-5	127 units	\$2,072 per unit	\$263,181
		R-8	14 units	\$1,707 per unit	23892.29063
		Duplex/Halfplex	14 units	\$1,707 per unit	\$23,892
		R-25	0 acres	\$11,215 per acre	\$0
TOC-160 (East)	042-010-58	R-5	220 units	\$2,072 per unit	\$455,904
		R-8	103 units	\$1,707 per unit	\$175,779
		Duplex/Halfplex	45 units	\$1,707 per unit	\$76,797
		Affordable Cluster	10 units	\$813 per unit	\$8,131
TOC-160 (West)	042-010-59	R-5	113 units	\$2,072 per unit	\$234,169
		R-8	187 units	\$1,707 per unit	\$319,133
		Duplex/Halfplex	26 units	\$1,707 per unit	\$44,371
		R-20	0 acres	\$11,215 per acre	\$0
Beeghly	042-010-44	R-4	75 units	\$2,316 per unit	\$173,707
		R-5	194 units	\$2,072 per unit	\$402,024
		R-8	5 units	\$1,707 per unit	\$8,533
		Duplex/Halfplex	28 units	\$1,707 per unit	\$47,785
		Affordable Cluster	10 units	\$813 per unit	\$8,131
		R-15	3.5 acres	\$12,190 per acre	\$42,665
Russell	042-030-14	R-3	67 units	\$2,408 per unit	\$161,303
		R-4	270 units	\$2,316 per unit	\$625,344
		Affordable Cluster	26 units	\$813 per unit	\$21,140
		R-15	4.69 acres	\$12,190 per acre	\$57,171
Hollman	042-010-18	R-20	4.38 acres	\$11,215 per acre	\$49,121
Hollman	042-010-17	R-15	4.2 acres	\$12,190 per acre	\$51,198
Total Expected Maximum Special Tax Revenues					\$3,736,782

/1 Includes expected land use changes as of January 1, 2014.
Includes all Second Release BUAs released by the City through March 6, 2015.
Excludes all parcels that have prepaid their special tax obligation in time to be removed from the fiscal year 2014-15 tax levy.

On July 1, 2005 and on each July 1 thereafter, the Base Maximum Special Taxes and Expected Maximum Special Tax Revenues shown above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

EXHIBIT C

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES

NOTICE IS HEREBY GIVEN that the City Council of the City of Woodland on March 17, 2015, adopted its Resolution No. _____, in which it declared its intention to annex territory to existing Community Facilities District No. 2004-1 (Spring Lake) (the “CFD”), and to levy a special tax to pay for certain public facilities, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of facilities to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, City Hall, 300 First Street, Woodland, California 95695.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed Tuesday, May 5, 2015 at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

Dated: March _____, 2015

Ana Gonzalez, City Clerk

CITY OF WOODLAND

RESOLUTION NO. _____

**A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO
THE SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT
AND TO LEVY A
SPECIAL TAX TO PAY FOR CERTAIN MAINTENANCE SERVICES**

Annexation No. 1

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), the City Council (the “City Council”) of the City of Woodland (the “City”), on March 22, 2005, approved Resolution No. 4622 forming the City of Woodland Spring Lake Maintenance Community Facilities District (the “CFD”);

WHEREAS, the City Council called a special election for March 22, 2005, at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD;

WHEREAS, on March 22, 2005, the City Council adopted Resolution No. 4624 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed; and

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act.

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

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled “Annexation Map No. 1 of Spring Lake Maintenance Community Facilities District, City of Woodland, Yolo County, California” which is on file with the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described in a map entitled “Boundary Map of Proposed City of Woodland Spring Lake Maintenance Community Facilities District,” approved by the City Council in Resolution No. 4622 and recorded on February 28, 2005, in Book 2005 of Maps at page 20 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of Yolo County.

Section 3. Description of Services. The type of services to be provided in the territory proposed to be annexed to the CFD is the same as those provided in the existing CFD and are described in Exhibit A hereto. The services authorized to be financed by the CFD are in addition to

those currently provided in the territory of the CFD and do not supplant services already available within that territory.

Section 4. Determination Regarding Demands for Services. In accordance with Government Code Section 53326(b), the City Council finds and determines that the services to be provided are necessary to meet increased demands put upon the City as the result of new development occurring within the territory proposed to be annexed to the CFD.

Section 5. Plan for Providing Services. The public services that are financed by taxes collected in the CFD will be provided to residents of the current CFD and residents of the territory proposed to be annexed on the same basis.

Section 6. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay for all services (including incidental expenses) to be provided in or for the territory to be annexed, and secured by a continuing lien against all nonexempt real property in the CFD, will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax (the "Special Tax Formula") is set forth in Exhibit B hereto in sufficient detail to allow each landowner or resident within the territory proposed to be annexed to the CFD to estimate the maximum annual amount that such person will be required to pay.

Section 7. No Alteration of the Special Tax Levied in the Existing CFD. No alteration of the special tax currently levied within the existing boundaries of the CFD is proposed.

Section 8. Tax Subject to Election. The levy of the special tax shall be subject to the approval of the qualified electors of the territory proposed to be annexed to the CFD at a special election to be held in the City for such purpose.

Section 9. Private Leaseholds in Public Property. Pursuant to Government Code section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public agency, if such leasehold or possessory interest is held by a non-exempt person or entity.

Section 10. Special Tax Formula. The Finance Director is hereby directed to review the proposed annexation and, if necessary, update the Special Tax Formula on file with the City in order to adequately meet the needs of the territory proposed to be annexed.

Section 11. Notice of Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Tuesday, May 5, 2015, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 11. Publication of Notice of Hearing. The City Clerk shall publish a notice of the hearing once in a newspaper of general circulation in the territory proposed to be annexed to the CFD. Publication shall be completed at least seven days prior to the hearing.

Section 12. Content of Notice. Notice of the hearing shall be in substantially the form attached hereto as Exhibit C.

Section 13. Description of Proposed Voting Procedure. If, at the conclusion of the proposed hearing, the City Council determines to proceed with the annexation, the City Council will order an election to be held by the qualified electors of the territory proposed to be annexed by mailed ballot, with each qualified elector having one vote for each acre or portion of an acre of land that such elector owns, on the questions of levying the special tax and establishing an appropriations limit.

Section 14. City Clerk to Conduct Election. The City Council hereby appoints the City Clerk as the election official to conduct any mailed ballot election held in these proceedings.

Section 15. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on March 17, 2015, by the following vote:

AYES:

NOES:

ABSENT:

City Clerk of the City of Woodland

EXHIBIT A

Description of Services

The services (the “Services”) described below are proposed to be financed by the City of Woodland Spring Lake Maintenance Community Facilities District (the “District”) of the City of Woodland (the “City”). The cost of the Services shall include incidental expenses, including costs associated with forming the District, determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, and costs incurred in order to carry out the authorized purposes of the District.

Services

The Services to be financed are the maintenance of the Facilities. Maintenance services include, but are not limited to, sports park maintenance, including but not limited to athletic fields, snack bars, restrooms, multi-use paths, parking lot and park roadway. The costs of Services shall include the costs of labor, material, administration, personnel, equipment, and utilities.

EXHIBIT B

Rate, Method of Apportionment, and Manner of Collection of Special Tax

[insert pdf]

EXHIBIT C

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC SERVICES

NOTICE IS HEREBY GIVEN that the City Council of the City of Woodland on March 17, 2015, adopted its Resolution No. _____, in which it declared its intention to annex territory to the existing Spring Lake Maintenance Community Facilities District (the “CFD”), and to levy a special tax to pay for certain public facilities, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of facilities to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, City Hall, 300 First Street, Woodland, California 95695.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed Tuesday, May 5, 2015 at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

Dated: _____, 2015

Ana Gonzalez, City Clerk

EXHIBIT "B"

CITY OF WOODLAND SPRINGLAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of the City of Woodland Spring Lake Maintenance Community Facilities District ("CFD") shall be levied on all Assessor's Parcels in the CFD and collected each Fiscal Year commencing in Fiscal Year 2005-06 in an amount determined through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final or other map recorded in the Office of the County Recorder.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or estimated costs incurred by the City, acting for and on behalf of the CFD as the administrator thereof, to determine, levy and collect the Special Taxes, including salaries and benefits of City employees to the extent that such employees provide administrative services to the CFD and a proportionate amount of the City's general administrative overhead related thereto; the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes; and any other costs required to administer the CFD as determined by the City.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map, excluding lettered lots thereon, that were recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a building permit prior to the March 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD" means the City of Woodland Spring Lake Maintenance Community Facilities District.

"City" means the City of Woodland.

"Council" means the city council of the City of Woodland, acting as the legislative body of the CFD.

"County" means the County of Yolo, California.

"Developed Property" means all Taxable Property for which a building permit was issued prior to January 1 of the preceding Fiscal Year.

"District General Manager" means the General Manager for the City of Woodland or his or her designee.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Final Map" means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates Residential Lots.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gross Acres" means, for an Assessor's Parcel of Taxable Property which is not located on a Final Map, equal to the Acres for such Assessor's Parcel. The Gross Acres for each Lot or Dwelling Unit, of Residential Property that is located on a Final Map, and for which a building permit may be or has been issued for purposes of constructing one or more Dwelling Units, shall be computed by dividing the Final Map Acres by the number of such Lots or Dwelling Units. The Gross Acres for each Assessor's Parcel of Non-Residential Property that is located within a Final Map shall be determined by allocating the applicable Final Map Acres pro rata on the basis of the Acres for each such Assessor's Parcel.

"Land Use Class" means any of the classes listed in Table 1.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below, that may be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Mixed Use Property" means all Assessor's Parcels that have been classified by the County to allow both Residential Property and Non-Residential Property uses on each such Assessor's Parcel. For an Assessor's Parcel of Mixed Use Property, each Land Use Class thereon is subject to taxation pursuant to the provisions of Section C regardless of the geographic orientation of such Land Use Classes on such Assessor's Parcel.

"Multi-Family Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, townhomes, condominiums, and apartment units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for a structure or structures for non-residential use.

"Operating Fund" means a fund that shall be maintained for the CFD for each Fiscal Year to pay for Park Maintenance and Administrative Expenses.

"Operating Fund Requirement" means, for any Fiscal Year, the sum of the applicable Park Maintenance Requirement.

"Park Maintenance" means the labor, material, administration, personnel, equipment and utilities necessary to maintain the Sports Park improvements, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, playground equipment and associated appurtenant facilities located within the Sports Park.

"Park Maintenance Requirement" means, for any Fiscal Year in which Special Taxes are levied, the amount equal to the budgeted costs for Park Maintenance applicable to the CFD for such Fiscal Year.

"Property Owner Association Property" means any property within the CFD boundaries that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property within each Land Use Class.

"Public Property" means any property within the CFD boundaries that is, at the time of the CFD formation, expected to be used for any public purpose and is owned by or dedicated to the federal government, the State, the County, the City or any other public agency.

"Reserve Fund" means a fund that shall be maintained for the CFD for each Fiscal Year to provide necessary cash flow for the first six months of each Fiscal Year, reserve capital to cover monitoring, maintenance and repair cost overruns and delinquencies in the payment of Special Taxes and a reasonable buffer to prevent large variations in annual Special Tax levies.

"Reserve Fund Requirement" means an amount equal to up to 100% of the Operating Fund Requirement for any Fiscal Year.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one residential dwelling unit.

"Special Tax" means the Special Tax levied pursuant to the provisions of sections C and D below in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property in the CFD to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required in any Fiscal Year for the CFD to: (a) (i) pay the Park Maintenance Requirement; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish the Reserve Fund to the Reserve Fund Requirement; (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (b) a credit for funds available to reduce the annual Special Tax levy, including the excess, if any, in the Reserve Fund above the Reserve Fund Requirement.

"Sports Park" means 28.39 Acres of the 34 Acre park located south of Farmers Central Road, east of Highway 113 and west of Road 101 or other location as determined by the City.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels of Residential Property, Multi-Family Property, Non-Residential Property, Approved Property, Undeveloped Property, and Taxable Property Owner

Association Property within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or as defined below.

"Tax-Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, or (ii) Property Owner Association Property, or (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement.

"Taxable Property Owner Association Property" means all Association Property which is not exempt from the Special Tax pursuant to Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Approved Property or Taxable Property Owners Association Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the CFD shall be classified as Developed Property, Approved Property, Undeveloped Property or Taxable Property Owners Association Property, and shall be subject to Special Taxes pursuant to Sections C and D below. Developed Property shall be further assigned to a Land Use Class as specified in Table 1. Once the Land Use Class of an Assessor's Parcel of Residential Property, Multi-Family or Mixed Use Property is determined it cannot be changed.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2004-1

Land Use Class	Description	Maximum Special Tax
1	Residential Property	\$135.00 per Dwelling Unit
2	Multi-Family Property	\$112.00 per Dwelling Unit
3	Non-Residential Property	\$411.00 per Acre

Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that may be levied on all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's shall determine the allocation to each Land Use Class.

2. Approved Property, Undeveloped Property and Taxable Property Owner Association Property

The Maximum Special Tax for Approved Property, Undeveloped Property and Taxable Property Owner Association Property shall be \$823.00 per Acre.

3. Annual Escalation of Maximum Special Tax

The Maximum Special Tax as shown in the tables above that may be levied on each Assessor's Parcel in The CFD shall be increased each Fiscal Year beginning in Fiscal Year 2006-07 and thereafter by a factor equal to the annual percentage increase in the Engineering News Record Common Labor Cost Index rate.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2005-06, and for each following Fiscal Year, the Council shall levy the CFD Special Tax at the rates established pursuant to steps 1 through 4 below so that the amount of the Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, the Special Tax shall be levied proportionately on each Assessor's Parcel of Taxable Property Owner Association Property at up to 100% of the Maximum Special Tax for Taxable Property Owner Association Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent annually up to the Maximum Special Tax as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

E. EXEMPTIONS

The CFD Administrator shall classify as exempt property (i) Assessor's Parcels defined as Public Property, and (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement.

The CFD Administrator shall classify as exempt property those Assessor's Parcels defined as Property Owner's Association Property provided that no such classification would reduce the sum of all taxable Property to less than 605 Acres. Assessor's Parcels defined as Property Owner Association Property that cannot be classified as exempt property will be classified as Taxable Property Owner Association Property and shall be taxed as part of the fourth step in Section D.

The CFD Administrator will assign Tax-Exempt status in the chronological order in which property becomes exempt.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying and vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different

manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the CFD Administrator.

H. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in Perpetuity.

Legislation Text

7.

File #: 14-640, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2014

SUBJECT: Appointment and Re-Appointment of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider the new appointment and re-appointment of members to the Board of Building Appeals, Commission on Aging, Historical Preservation Commission, Parks & Recreation Commission, Planning Commission and Traffic Safety Commission as recommended by Council Member Denny and Council Member Barajas.

Staff Contact

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

Background

On February 26, 2015, Council Members Denny and Barajas interviewed applicants for the Commission on Aging, Historical Preservation Commission, Parks and Recreation Commission, Planning Commission and Traffic Safety Commission.

Council is asked at this time to consider and appoint the applicants as follows:

Ashok "AK" Khera	WUAC and Board of Building Appeals	Term ends 06/30/17
Chuck Amajioyi	Board of Building Appeals	Term ends 06/30/19
Heidi Wheeler	Commission on Aging	Term ends 12/31/16
Steve Harris	Planning Commission	Term ends 06/30/19
Elodia Lampkin	Planning Commission	Term ends 06/30/19
Tabatha Chavez	Historical Preservation Commission	Term ends 06/30/18

Council is also asked to re-appoint commissioners as indicated:

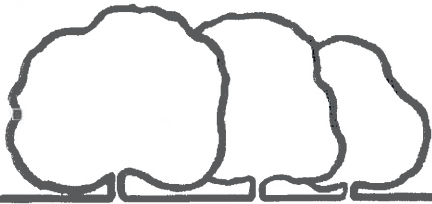
Regan Overholt	Commission on Aging	Term ends 12/31/18
Joe Romero	Parks & Recreation Commission	Term ends 12/31/18
Jesse Salinas	Parks & Recreation Commission	Term ends 12/31/18
Donna Slattery	Personnel Board	Term ends 12/31/18
Ronald Mikalson	Traffic Safety Commission	Term ends 12/31/18
Lisa Gordon	Traffic Safety Commission	Term ends 12/31/18

Prepared by: Ana Gonzalez, City Clerk

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

Paul Navazio, City Manager

Attachments



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM

(please print)

Name: Enrique Fernandez Address: 2 Tadolack Pl

Woodland, CA 95776

Home/Contact Telephone Number: (530) 219-9964

Work Telephone Number: —

E-Mail Addresses caf.fernandez@gmail.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

— Home Address

☒ Home Phone Number

☒ E-Mail Address

— Work Phone Number

— Work Address

— Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

Council Members Conducting the Interview: _____ / _____

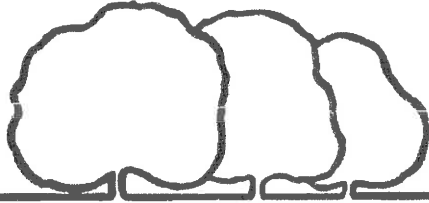
If Appointed, Date of Council Action: _____

RECEIVED

FEB 11 2015

CITY CLERK'S OFFICE

1



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Enrique Fernandez

My first choice is for appointment to the
Board or Commission.

Planning

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Commission on Aging

☐ Historical Preservation Commission

☐ Library Board of Trustees

☐ Manufactured Homes Fair Practices Commission

☐ Parks and Recreation Commission

☐ Personnel Board

☒ Planning Commission

☐ Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest.

☐ Yes

☒ No

I reside within the City limits of the City of Woodland.

☒ Yes

☐ No

Are you currently serving on a City Board or Commission? ☒ Yes ☐ No

If yes, please state which Park & Recreation

Employment experience: see attached resume

Organization and community activity experience: 4th of July Parade Organization;
Yes on Measure S support/community outreach; General Plan Update
Steering Committee; Varsity Football coach at Pioneer High School.

Other experience you have had which would help Council with a decision as to your qualifications to serve: Interest in Land Use/Development and Real
Estate; Real Estate Transactions/Finance experience (Academic); Contract
Knowledge (Academic); understanding of SACOG's MTP/SCS; familiarity
with Woodland zoning laws; familiarity with takings clause of US constitution
and the Public Trust Doctrine.

Educational background and other training: UC Berkeley: BA. Legal Studies;
UC Davis School of Law: 2nd year student.

Why are you interested in serving on a City Board or Commission? I am concerned
with ensuring that the development of Woodland reflects the city's
character and the citizens' best, long-term interest. I am also,
concerned with ensuring sustainable and innovative and efficient growth.

Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>Jose Salinas</u>	<u>Woodland, CA</u>	<u>(530) 848-7119</u>
<u>Kathy Aukes</u>	<u>413 Casablanca Dr., Woodland, CA</u>	<u>(530) 304-9692</u>


Signature of Applicant

02/10/15
Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

ENRIQUE A. FERNANDEZ

|| eafernandez@ucdavis.edu || 2 Tadlock Place, Woodland, CA 95776 || (530) 219-9964 ||

EDUCATION University of California, Davis School of Law

J.D. Candidate, Class of 2016

Finalist – UCD 1L Negotiations Competition || Chancellor's Graduate & Professional Student Advisory Board 2014–15

University of California, Berkeley

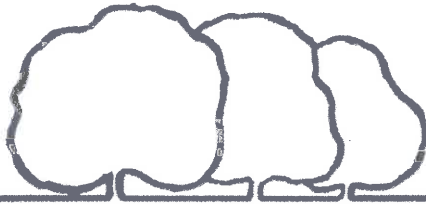
B.A. Legal Studies, Class of 2013 || GPA 3.47

EXPERIENCE

- 01/2013 – Present **City of Woodland, CA – General Plan Update Steering Committee. *Committee Member.***
Assist city staff create a comprehensive vision and policy framework for Woodland. Address major issues, including amount and character of growth, economic development, housing, transportation, and sustainability.
- 05/2012 – Present **City of Woodland, CA – Parks & Recreation Commission. *Commissioner & Former-Chairman.***
Resolve public disputes concerning the Parks & Recreation Department. Foster communication between city government and citizens. Develop and implement community initiatives that build community solidarity.
- 05/2014 – 08/2014 **The Doctors Company – General Counsel. *Legal Intern.***
Draft various legal memoranda on pending litigation and client letters. Reviewed client contracts and determined coverage applicability. Compose nation-wide research surveys on insurance laws.
- 02/2013 – 08/2013 **Legislative Intent Service, Inc. *Research Assistant.***
Researched various California legislative bill files as well as gubernatorial bill files to provide attorneys with information on legislative intent. Navigated through state archives to locate necessary historical information.
- 06/2012 – 11/2012 **Iowa Democratic Party - Organizing for America, Iowa. *Field Organizer.***
Recruited, trained, and directed 65 volunteers for President Obama's reelection effort. Ranked as a top five Iowa field organizer. Ranked 20th nationally, in the campaign's 3rd quarter. Increased absentee ballot collection by 32%. Supervised Iowa's top-producing Deputy Field Organizer. Won allotted county by 5.42%.
- 12/2011 – 06/2012 **Stallard for Woodland City Council 2012. *Campaign Manager.***
Secured a margin of victory by 3.5%. Molded outreach efforts according to relevant voter data. Managed campaign budget of approximately \$25,000. Designed all campaign literature and organized all events.
- 04/2009 – 04/2012 **True Samaritan. *Co-Founder & President.***
Developed a California non-profit to obtain revenue for an annual \$500 scholarship award. Generated revenue for scholarship by organizing leadership-centered football camps. Despite dissolving the non-profit in 2012, a \$500 scholarship is awarded annually. The 6th True Samaritan Leadership Scholarship was awarded in May 2014.
- 06/2011 – 11/2011 **Pioneer High School Varsity Football. *Offensive Coordinator.***
Strategically devised weekly game-plans and season goals for the offensive unit. In 2011: offensive unit led the United States in total rushing yards and rushing yards per game for six weeks; broke nine offensive school records; six offensive players were named first team all-league, including one league offensive MVP honor.
- 11/2010 – 08/2011 **Department of Homeland Security – US Coast Guard, Legal Service Command. *Admin. Assistant, GS-05.***
Assisted procurement and environmental attorneys with various projects. Assessed and summarized numerous United States statutes. Composed official US Coast Guard memoranda. Arranged attorney-client meetings.
- 05/2009 – 08/2009 & 06/2008 – 08/2008 **Armstrong & Associates Insurance Services. *Insurance Broker.***
Built client book with accounts up to \$23,000 in premium. Sold commercial liability policies to California businesses.

INTERESTS

American football, snowboarding, golf, classical philosophy, community service, US politics, and travel.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM (please print)

Name: ASHOK K.KHERA "AK" Address: 2780 BRISCOE CT.
WOODLAND CA 95776

Home/Contact Telephone Number: 575-644-3730

Work Telephone Number: Same

E-Mail Addresses khera.ak@gmail.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☐ Home Address

☒ Home Phone Number

☒ E-Mail Address

☐ Work Phone Number

☐ Work Address

☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

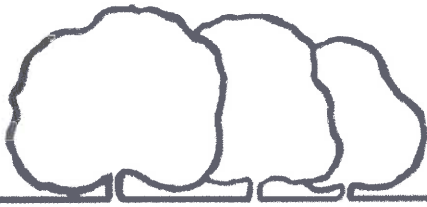
Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____

RECEIVED

FEB 11 2015

CITY CLERK'S OFFICE



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

ASHOK K. KHERA "AK"

My first choice is for appointment to the
Board or Commission.

WUAC

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☒ Board of Building Appeals

☐ Commission on Aging

☐ Historical Preservation Commission

☐ Library Board of Trustees

☐ Manufactured Homes Fair Practices Commission

☐ Parks and Recreation Commission

☐ Personnel Board

☒ Planning Commission

☒ Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland.

☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes ☒ No

If yes, please state which _____

Employment experience: Please refer to Resume enclosed.

Organization and community activity experience:

1. Member Albuquerque Bernalillo County Air Quality and Environmental Board

2. Consulting Engineer Member of Dona Ana County Design Standards Review

Other experience you have had which would help Council with a decision as to your qualifications to serve:

I have advanced degrees in Civil Environmental and Water Resources Engineering I have over 40 years of experience in public works industry and consulting. My enclosed Resume speaks to this experience.

Educational background and other training:

Please refer to enclosed Resume

Why are you interested in serving on a City Board or Commission? I am now semi-retired and re-located to Woodland that we now call home. I would like to volunteer and hopefully provide the benefit of my vast experience in water resources management.

Please provide information on two personal or professional references:

	Name	Address	Phone No.
Mr.	<u>Milton Terrill</u>	<u>E Paso Tx</u>	<u>903-819-3142</u>
Mr.	<u>Hank Rosaff, P.E.</u>	<u>Albuquerque NM</u>	<u>505-980-9754</u>

[Signature]

Signature of Applicant

2/10/15

Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

Ashok K. "AK" Khera, P.E.

2780 Briscoe Ct. Woodland, CA 95776
Cell: 575-644-3730: akkhera@msn.com

Executive Profile

A matured executive with extensive experience in the fields of water resources, environmental engineering and science, business management and value engineering. A professional with diverse experience in teaching, industry, public works and consulting gained over four decades while serving in key leadership positions. A seasoned visionary leader with immense capabilities in analyzing difficult problems and inspirational skills to mentor and lead teams of professionals. An accomplished meticulous writer of technical proposals and reports that deliver results and gains praise from the client. A client-focused executive proficient in delivering the best value for every dollar spent.

Skill Highlights

Project planning, Project Management
Team Building & Team Leadership
Quality Management
Business Risk management and proactive approach to professional liability exposure
Strategic planning for winning proposals
Powerful and succinct technical proposal and report writing

Public Relations and public speaking
Expert Testimony at Legislative Hearings
Event Management
Interpersonal skills and proven abilities to mentor and train staff
Superb analytical abilities to analyze and resolve difficult technical and business problems
Vast and Diverse technical knowledge of water resources management, bio-solids management, environmental compliance and Value Engineering

Core Accomplishments

An accomplished project manager with track record of over four decades and over 100 completed projects delivered on-budget and on-schedule with happy clients demonstrated by the fact that over 80% of clients returned with more projects.

Acquired a local engineering consulting firm and over a decade expanded into a regional firm that delivered numerous multi-million dollar successful projects and generated a solid client base. Later negotiated a sale of the firm and helped merge into a large national firm.

Spearheaded and managed numerous water system, municipal and industrial wastewater treatment, regional solid waste master planning, value engineering, transportation, SDWA, CWA, RCRA, CERCLA, NEPA and state groundwater environmental compliance projects. Written over 200 technical reports, technical proposals and technical papers.

Professional Experience

Consultant

March 2012 to Current

Ashok K. Khera, P.E., Consultant - Las Cruces, New Mexico

Sub-consultant to several firms in New Mexico serving as senior member of the team on numerous forensic

and new water and wastewater management projects. I serve on an "as needed" basis when the prime consultants call for assistance.

Vice President

March 2003 to March 2012

Zia Engineering & Environmental Consultants, LLC - Las Cruces, New Mexico

Officer-in-charge of firm wide non-federal civil and environmental engineering and Science projects. Strategic planning for business development, client liaison and quality assurance. Developed staff resources and provided required training, guidance and mentoring to enhance the capabilities and value of young professionals.

Consultant

March 1998 to March 2003

Ashok K. Khera, P.E., Consultant - Las Cruces, New Mexico

Provided consulting services to public works, commercial and industrial clients.

President and CEO

April 1985 to February 1998

GMA, Inc. - Las Cruces, New Mexico

Oversaw firm wide business operations of GMA Inc., a regional Civil and Environmental Engineering consulting firm. GMA provided consulting services to local public works agencies (municipalities and counties), state agencies (DOT, Parks and Recreation) commercial and industrial enterprises throughout New Mexico and west Texas. Upon taking over as CEO of this small local firm in Albuquerque, New Mexico, I initiated expansion of the firm's professional staff resources, enhanced its image to ultimately become a well-recognized regional firm delivering quality projects to clients. Over 80% of the firm's business was derived from repeat clients demonstrating its standing in the region as a quality professional firm. I launched the addition of an environmental testing laboratory to compliment the firm's environmental compliance services.

Negotiated a successful sale of the firm with a larger national firm and served as Vice President of this firm for transitioning the business of GMA and spearheading entry into federal environmental services.

Senior Project Manager

February 1983 to April 1985

CH2MHILL - Albuquerque, New Mexico

Project manager of water and wastewater infrastructure projects and member of several Value Engineering teams.

Capital Projects Manager

November 1979 to February 1983

Water Resources Department, City of Albuquerque - Albuquerque, New Mexico

Manager in-charge of bio-solids management including planning, design, NEPA Environmental Analysis and construction of facilities. Phase out of an existing aging wastewater treatment plant and a \$70 Million (1980 dollars) wastewater treatment plant expansion to consolidate the city's treatment facilities into one modern plant. Interaction and liaison with state environmental agency as well as USEPA. Presentations and expert testimony provided to state legislative bodies, city council and county commission and USEPA public hearings related to implementation of 40CFR 257 and 258 bio-solids disposal regulations.

Project Manager

May 1974 to September 1978

Union Carbide - Linde Division - Buffalo, New York

Project Manager in-charge of several high purity oxygen (UNOX) wastewater treatment and oxygen generation plants throughout the USA. Extensive client interaction and liaison was involved during planning,

design, construction and start-up of these projects.

Project Engineer

February 1973 to May 1974

Malcolm Pirnie Inc. - Columbus, Ohio

Project Engineer in-charge of several tertiary wastewater treatment pilot plants to seek design parameters for full scale design of the plants. Projects involved tertiary treatment using dual and multi-media filters subsequent to secondary treatment of wastewater and pre-treatment to break-down refractory industrial chemicals. Also, served on the team for conducting NEPA environmental analysis of major regional wastewater treatment plant expansion.

Senior Environmental Engineer and Environmental Laboratory Supervisor

March 1971 to February 1973

Monsanto Enviro-Chem - Dayton, Ohio

Characterization and bench-scale treatability studies for development of treatment process for complex industrial wastewaters. Pilot testing for validation and demonstration of the process developed on a bench scale. Construction, check-out, start-up and trouble shooting of industrial wastewater treatment plants throughout the USA.

Graduate Research Assistant

August 1967 to March 1971

University of Cincinnati and University of Roorkee, India - Cincinnati, Ohio

Research related to travel of pollutants through porous media and groundwater. Research at Universities of Roorkee and Cincinnati involved Ammonia, nitrate nitrogen and hexavalent chromium. Modeling of the dispersion of these contaminants was carried out.

Lecturer Civil Engineering

June 1965 to August 1967

University of Jabalpur, India - Jabalpur, INDIA

Teaching undergraduate civil engineering students: structural engineering, Hydraulics and Hydrology.

Education

Master of Science: Water resources and Environmental Engineering. 1971

University of Cincinnati - Cincinnati, Ohio, USA

Master of Science: Environmental Engineering, 1969

University of Roorkee - Roorkee, UP, India

University of Roorkee is now one of the Indian Institutes of Technology. Gold Medalist: top of graduating class

Bachelor of Science: Civil Engineering, 1965

University of Jabalpur - Jabalpur, MP, India

Graduated with honors.

Affiliations

Member of:

AWWA

WEF

American Water Reuse Association.

Certifications

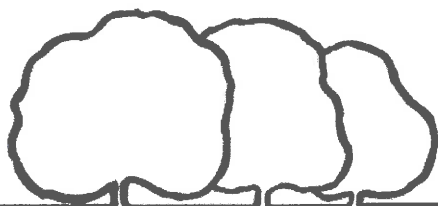
Registered Professional Engineer in the following States of the Union:

Ohio: Active
New Mexico: Active
New York: Inactive
Indiana: Inactive

Value Engineering Certification

Management Courses & Training:

Management courses at Universities
American Management Association Continuing Education, and
Employer sponsored management training programs.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM

(please print)

Name: DAVID WAYNE LOTH Address: 914 FAIRVIEW DRIVE
WOODLAND, CA. 95695

Home/Contact Telephone Number:

530.908.0436

Work Telephone Number:

N/A

E-Mail Addresses

LOTH4@SOLGLOBAL.NET

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☐ Home Address

☒ Home Phone Number

☐ E-Mail Address

☐ Work Phone Number

☐ Work Address

☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

Council Members Conducting the Interview: _____ / _____

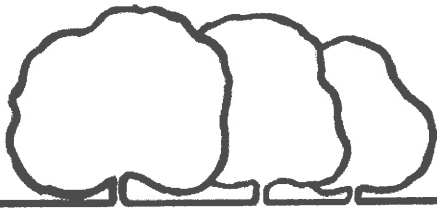
If Appointed, Date of Council Action: _____

RECEIVED

JAN 20 2015

CITY CLERK'S OFFICE

1



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

DAVID WAYNE LOTH

My first choice is for appointment to the Board or Commission.

PERSONNEL BOARD

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☒ Commission on Aging

☐ Historical Preservation Commission

☐ Library Board of Trustees

☐ Manufactured Homes Fair Practices Commission

☒ Parks and Recreation Commission

☐ Personnel Board

☐ Planning Commission

☐ Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes ☒ No

If yes, please state which _____

Employment experience: CITY OF WOODLAND FIRE - 1982-2008
WEST PLAINFIELD FIRE - 2008-2013
U.S. AIR FORCE 1977-1983
(PLEASE SEE ATTACHED RESUME FOR ADDITIONAL INFO.)

Organization and community activity experience: HOLY ROSARY BOARD,
YOLO COUNTY GRAND JURY ALTERNATE

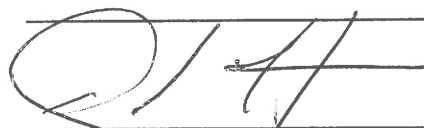
Other experience you have had which would help Council with a decision as to your qualifications to serve: (PLEASE SEE RESUME & COVER LETTER FOR DETAILED INFORMATION) ATTACHED

Educational background and other training: PLEASE SEE RESUME & COVER LETTER FOR ADDITIONAL INFORMATION) ATTACHED

Why are you interested in serving on a City Board or Commission? POSSIBLY
EARLY.

Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>PLEASE SEE ATTACHED RESUME</u>		



Signature of Applicant

1/16/15

Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

David Loth
916 Fairview Drive
Woodland, Ca. 95695

January 16, 2015

I would like to take this opportunity to be considered for a Board and/or Commission position with the City of Woodland.as advertised.

I offer over 34 years of experience in the Fire Service, twenty-one of those in a supervisory capacity. I retired from the Woodland Fire Department as a Shift Battalion Chief after almost twenty-seven years of service with that department in 2008. During these years I was extensively involved in the element of customer service.

With the Woodland Fire Department I served as an Engine Company Captain from 1990 to 2001 during that time I implemented the Department's "Share Bear" Program, First Grade "Stop, Drop and Roll" Program and the Fair Booth. I also participated in the Department's OSHA Regulation Committee, Apparatus Committee, Station Construction and Remodel Committees.

I was promoted to the position of Battalion Chief of Training in 2001 then in 2002 to Assistant Chief of Training responsible for a budget of 2.7 mil.. During the three years in the Training Division I developed a Business Plan for the construction of a Regional Training Center, developed training curriculum for ROP, a Conditional Reserve Program as well as a Reserve Program (transition from Volunteers). All which met the California State Fire Marshall requirements. Also, I was privileged enough to develop annual class offerings to outside agencies which offered a steady stream of revenue into the Enterprise Fund which was created during my tenure as Training Officer. All the while during that time the Chief Officers rotated the "Duty Chief" position on a weekly basis.

In 2004 the Shift Battalion Chief position was created and I volunteered to move into one of the vacant positions, which I held until my retirement in November 1, 2008. During that time I became the Department's Policy Officer with the responsibility of creating, maintaining and interpreting all of the Department's Operations and Procedures as well as Special Notices and General Orders. Also included in my responsibilities was the direct supervision of 17 personnel as well as holding the position of Acting Deputy/Operations Chief.

I most recently "retired" again from the West Plainfield Fire Protection District after 4 ½ years and held the paid position of Lt. responsible for the supervision of 17 Volunteers and serving as Liaison between the Management Group and the Volunteer Organization. Coming from an administrative position with a municipality that typically ran 5000 calls a year and had a 9 million dollar budget, the current position has allowed me the opportunity to understand and

appreciate the fine balance between paid and volunteer staff. It has also given me the opportunity to get back to the roots of the Fire Service something I have missed for a long time!

In addition, I had the opportunity to serve my Country for six years in the United States Air Force as a Firefighter/Rescue Crew Chief, and two years in the Reserves. I am currently enjoying my 33rd year of marriage to my wife Kari who is a Project Manager for Ponticello Enterprise a Civil Engineering firm in Woodland. I am blessed with two daughters, Ashleigh who is employed by the Montage Resort as a Recreation Director and Marine Biologist in Kapalua Maui, and Kayleigh who recently graduated from California State University Chico majoring in Health Science Education and Nursing and is now currently employed in Woodland with Wraith, Scarlett and Randolph..

In closing, it is my hope that in this cover letter I have given you a brief snapshot of who I am, what my career has entailed up to this point, what I value and that I still have a lot I want to accomplish.

I am confident that the references I have provided in my resume as well as any contacts you make with past employees I have worked with will all reinforce the belief that I have always been hard working, I am fair and consistent as a person, I am passionate about customer service and proud about my profession and local community I have been a part of since 1982 and would hopefully be a valuable asset once again to the City of Woodland.

Thank you in advance for your time and consideration in this matter.

Respectfully Submitted:

David Loth
Cc

Resume For David W. Loth

530.908.0436

Loth4@sbcglobal.net

Objective:

Board or Commission position with the City of Woodland

Qualifications:

- ❖ 34 plus years Fire Service and driving fire apparatus experience
- ❖ 22 plus years in a supervisory capacity
- ❖ 18 plus years command experience as a Company Officer and Chief Officer
- ❖ Completion of State Fire Officer and State Chief Officer courses
- ❖ State certified Fire Instructor
- ❖ State certified Fire Prevention Officer
- ❖ Completion of National Fire Academy Outreach Courses in Command and Firefighter Survival and Safety
- ❖ Certified in ICS 100 thru 400
- ❖ Numerous ICBO and UFC Update classes
- ❖ Firefighter I and II certified
- ❖ City of Woodland Bilingual employee
- ❖ 3 plus years as a Staff Officer
- ❖ Class "A" Ca. Drivers License w/ medical certificate

Accomplishments:

- ❖ Department Safety Officer
- ❖ Department Station Coordinator
- ❖ Initiated and implemented numerous Public Education Programs
 - ❖ "Share Bear Program"
 - ❖ 1st Grade Stop/Drop/Roll Program
 - ❖ Fair Booth
 - ❖ "Safe Haven" Program"
- ❖ Chaired Department OSHA Respiratory Regulation Committee
- ❖ Served on Department Company Officer Development Committee
- ❖ Served on Department Hazardous Materials Response Committee
- ❖ Served on Department Certification Board numerous years
- ❖ Department Policy Officer
 - ❖ O/Ps
 - ❖ Policy Coordination
 - ❖ Special Notices
- ❖ Department Training Officer
 - ❖ Program Training Blocks
 - ❖ Program Income Projections
 - ❖ Line Item Budget
- ❖ Developed Business Plan for a Regional Training Center
- ❖ Participated in the development of a Training Enterprise Fund
- ❖ Principal Committee Member/Chair of the Master Plan Review Committee
- ❖ Chairman of the Weapons of Mass Destruction City Committee

- ❖ Developed programs as Training Officer for ROP, Conditional Reserve Program, and Reserve Program.
- ❖ Participated in the development of the 8 week New Firefighter Orientation Academy
- ❖ CPAT Grant Program
- ❖ OSHA FRO Program
- ❖ Participated on the Loma Prieta Earthquake
- ❖ Participated on numerous Strike Teams as a Firefighter, Engineer, Captain, Strike Team Assistant
- ❖ Served on the Woodland Gymnastics Board of Directors
- ❖ Numerous years of volunteer work at Holy Rosary Parochial School
- ❖ Elected to the Yolo County Grand Jury as an alternate for the 2010-2011 session.

Awards:

- ❖ Two Air Force Outstanding Achievement Awards
- ❖ Commendation from the Yolo County Board of Supervisors for response and actions taken at the Loma Prieta Earthquake
- ❖ Governor's Appreciation Award from the California Burn Foundation
- ❖ LEED Award for the development of the Woodland Fire Department's Regional Occupational Program.

Education:

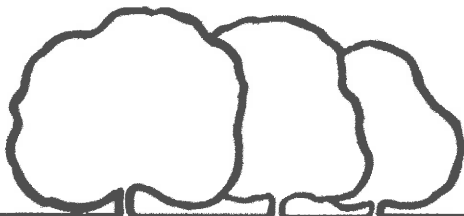
- ❖ San Diego City college - General Education
- ❖ Solano Community College - Fire Science
- ❖ Yuba College - General Education

References:

- ❖ (Retired) Battalion Chief Wyatt Cline - 530.304.4034
- ❖ (Retired) Fire Chief John Buchanan - 541.997.3212
- ❖ Ed Beoshanz West Plainfield Fire District Commissioner(President)530.753.3222
- ❖ Jim Yeager West Plainfield Fire District Commissioner 530.756.2423
- ❖ Sue Vannucci City of Woodland Director of Admin. Services (Ret.)530.662.0053
- ❖ Kris Kristensen City of Woodland City Manager (Ret.) 530.662.4827
- ❖ George Bierwirth City of Woodland Police Department (Capt.) 530.661.7838
- ❖ (Retired) Assistant Chief Pat Whelan - 530.666.1322
- ❖ Woodland Fire Battalion Chief Rich Thomas - 530.661.5860
- ❖ Woodland Fire Captain Kevin Kanzler - 530.661.5860
- ❖ Woodland Fire Engineer Mike Calista - 530.661.5860
- ❖ Woodland Fire Firefighter Tara Daniels - 530.661.5860
- ❖ (Retired) Travis Air Force Assistant Chief Karl Salapich - 707.427.0512
- ❖ Roseville Fire Captain John Nail - 530.351.4351
- ❖ West Plainfield Fire Chief Cherie Rita- 530.756.0212
- ❖ Rick Sander Interim Woodland Fire Chief 530.661.5860
- ❖ Woodland Fire Captain Curtis Maglinte 530.661.5860

➤ *I am and have always been a hard working, dependable, self-motivated and self-disciplined person, with a very high work ethic and expectation for professionalism as well as strong moral values. I have always strived to be the type of supervisor that I would want to work for, earning the respect of the*

*employees as an officer as well as a person while at the same time, representing the employee I would want working for me. I welcome the opportunity of a new challenge in my career. * All certificates and transcripts as well as additional references available upon request.*



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM

(please print)

Name: Chuck Amajioji Address: 521 Pioneer Ave
Apt 522, woodland CA 95776

Home/Contact Telephone Number:

916-596-5987

Work Telephone Number:

E-Mail Addresses

amajioji@yahoo.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☒ Home Address

☒ Home Phone Number

☒ E-Mail Address

☐ Work Phone Number

☐ Work Address

☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

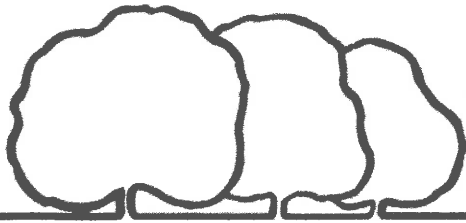
Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____

RECEIVED

SEP 16 2014

CITY CLERK'S OFFICE



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Chuck Amayloji

My first choice is for appointment to the Board or Commission.

Planning Commission

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

- | | |
|---|--|
| ☒ Board of Building Appeals | ☐ Parks and Recreation Commission |
| ☐ Commission on Aging | ☒ Personnel Board |
| ☐ Historical Preservation Commission | ☐ Planning Commission |
| ☒ Library Board of Trustees | ☐ Traffic Safety Commission |
| ☐ Manufactured Homes Fair Practices Commission | |

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes ☒ No

If yes, please state which _____

Employment experience: blogger and activist

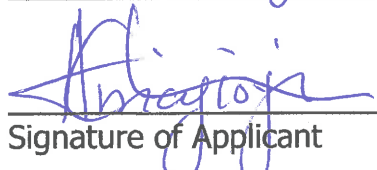
Organization and community activity experience: Founder of a
facebook political page "politicians/Leaders of tomorrow"

Other experience you have had which would help Council with a decision as to your qualifications to serve: my present job as an
administrator of politicians/Leaders of Tomorrow
non-profit organization.
website: www.facebook.com/groups/politiciansoftomorrow

Educational background and other training: BA in political Science
and a minor in Economics from university
of California Davis.

Why are you interested in serving on a City Board or Commission? I Like to
See Change. I Love politics and public
Service is my dream.

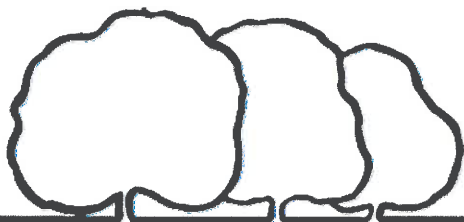
Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>Joy Amajori</u>	<u>521 Pioneer Ave</u>	<u>916-812-7028</u>
<u>Chukwudi Amajori</u>	<u>Santa-Cruz</u>	<u>831-325-6944</u>
<u></u>		<u>9/16/14</u>
Signature of Applicant		Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM

(please print)

Name: Heidi Wheeler Address: 1805 Farnham Ave
Wdld, Ca. 95774

Home/Contact Telephone Number: (530) 383-2390

Work Telephone Number: (530) 662-1290 x116

E-Mail Addresses heid777@sbcglobal.net

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☐ Home Address

☐ Home Phone Number

☒ E-Mail Address

☐ Work Phone Number

☐ Work Address

☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

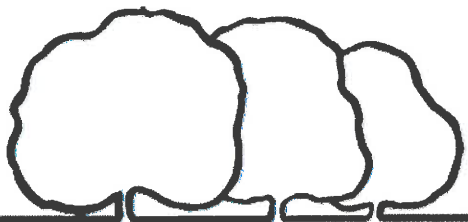
Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____

RECEIVED

FEB 20 2015

CITY CLERK'S OFFICE



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Heidi Wheeler

My first choice is for appointment to the
Board or Commission.

Commission on Aging

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Parks and Recreation Commission

☐ Commission on Aging

☐ Personnel Board

☐ Historical Preservation Commission

☐ Planning Commission

☐ Library Board of Trustees

☐ Traffic Safety Commission

☐ Manufactured Homes Fair Practices Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

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The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes _____ ☒ No

If yes, please state which _____

Employment experience: 15+ years working in geriatrics
Activity Director in SNF 11 years
Social Service Director in SNF 11 years
Geriatric nurse in skilled nursing facility for 10 years and most
recently Director of Memory Support at St Johns
Organization and community activity experience: _____
many years of volunteering in my church
Volunteer in Little League
Volunteer at Woodland Christian School

Other experience you have had which would help Council with a decision as to your qualifications to serve: Very active in my church here in Woodland.
Childrens ministry leader, Team mom over the years,
Volunteer in my sons school, events, Little League volunteer

Educational background and other training: Geriatric Nurse since 2008,
Served as an Activities Director / Social Service Director
for 11 years in a skilled nursing facility. Helping residents
both physically & psychosocially. Admission Coordinator for
SNF for 10 years

Why are you interested in serving on a City Board or Commission? I feel very
passionate about seniors, I have dedicated my
adult life to caring for seniors in Woodland. I'm looking
forward to working with this group and engaging & inspiring seniors
and connecting them to available resources.

Please provide information on two personal or professional references:

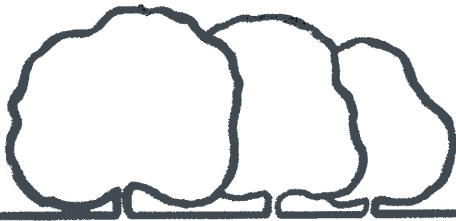
Name	Address	Phone No.
<u>Theresa Brown</u>	<u>135 Woodland Ave</u>	<u>662-1290</u>
<u>LC Cunningham</u>	<u>135 Woodland Ave</u>	<u>662-1290</u>

Heidi Wheeler _____
Signature of Applicant Date 2/20/15

Please return application to:

**Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695**

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM (please print)

Name: Elizabeth Morgan Address: 414 Casa Linda Dr.
Woodland, CA 95695

Home/Contact Telephone Number: 530-908-4382

Work Telephone Number: 916-329-4905

E-Mail Addresses emorgan@orrick.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☐ Home Address

☒ Home Phone Number

☐ E-Mail Address

☐ Work Phone Number

☐ Work Address

☐ Please do not release any of this information

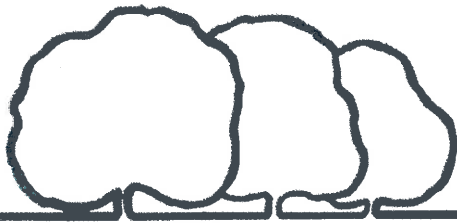
FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Elizabeth Morgan

My first choice is for appointment to the
Board or Commission.

Planning

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Commission on Aging

☐ Historical Preservation Commission

☐ Library Board of Trustees

☐ Manufactured Homes Fair Practices Commission

☐ Parks and Recreation Commission

☐ Personnel Board

☐ Planning Commission

☐ Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:

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- mailing address and telephone number

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The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes ☒ No

If yes, please state which _____

Employment experience: ^(Sacramento) Currently: Senior Associate at Orrick, Herrington & Sutcliffe LLP (since March 2014); Quinn Emanuel Urquhart & Sullivan LLP (San Francisco, Associate, Nov. 2009 - February 2014); Law Clerk to Assoc. Justice Simeon A. Oba, Hawaii's Supreme Court (Sept. 2008 - Oct. 2009); Growth Swaine & Moore LLP (New York, Associate, Oct 2007 - Sept 2008).
Organization and community activity experience: I was active in several groups in law school, but since starting to practice, I have not been involved in the community, which I am looking to change.

Other experience you have had which would help Council with a decision as to your qualifications to serve: As an attorney, I am a life long academic, and although I have little experience with City planning, I am eager to learn. Having lived all over the country (Los Angeles, Boston, New York, Honolulu, San Francisco), I bring a diverse perspective to the planning process.

Educational background and other training: ⁽²⁰⁰³⁾ BA, Communication Studies, UCLA, Summer cum laude, Phi Beta Kappa; JD, Harvard Law School, cum laude (2007); New York & California Bar

Why are you interested in serving on a City Board or Commission? Having grown up in Woodland and now having returned to raise a family here, I am deeply interested in the quality of growth in Woodland in the coming years. I see the beginnings of and envision the future of a thriving downtown where I can walk for dinner & a movie with my family. It is a very exciting time for Woodland and I would love to be a part of it.

Name	Address	Phone No.
Denise Lewis	1731 Cottonwood St., Woodland, CA	530-902-0264
McGregor Scott	400 Capitol Mall, Sacramento	916-329-7982

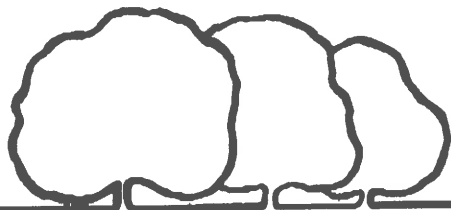
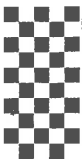
Signature of Applicant 

Date 01/18/15

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES**PUBLIC CONTACT FORM**

(please print)

Name: Steve Harris Address: 1041 Clanton AveWoodland, Ca 95695

Home/Contact Telephone Number:

916 425-5937

Work Telephone Number:

530 666-1319

E-Mail Addresses

Cross Court @ crosscourt.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

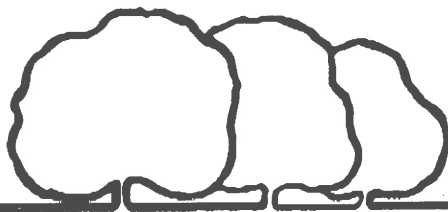
☐ Home Address☒ Home Phone Number☒ E-Mail Address☐ Work Phone Number☐ Work Address☐ Please do not release any of this information**FOR STAFF USE ONLY**

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Steve Harris

My first choice is for appointment to the Board or Commission.

Planning Commission

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Parks and Recreation Commission

☐ Commission on Aging

☐ Personnel Board

☐ Historical Preservation Commission

☐ Planning Commission

☐ Library Board of Trustees

☐ Traffic Safety Commission

☐ Manufactured Homes Fair Practices Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:

- investments, interests in real property, income, loans, etc.
- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland.

☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes X No

If yes, please state which _____

Employment experience: Business owner for 38 years
in Woodland

Organization and community activity experience: Board of Y.E.S. -
Kiwanis International - Elks Lodge -

Other experience you have had which would help Council with a decision as to your qualifications to serve: _____

Educational background and other training: College / Sac. State

Why are you interested in serving on a City Board or Commission? Contribute
to my community -

Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>Sean Denny</u>	<u>807 Buena Vista Dr.</u>	<u>(530) 219-1215</u>
<u>Jim Hillebrand</u>	<u>451 First St.</u>	<u>(530) 449-1429</u>

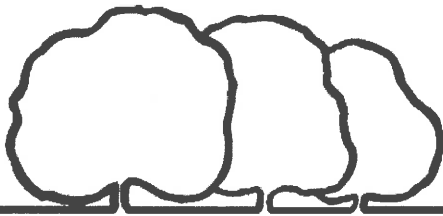
[Signature]
Signature of Applicant

2-24-15
Date

Please return application to:

**Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695**

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM (please print)

Name: Elodia Ortega-Lampkin Address: 2129 Muller Drive, Woodland, Ca 95776

Home/Contact Telephone Number:

530-406-6868 cell

Work Telephone Number:

530-406-3235

E-Mail Addresses

elodia.lampkin@yahoo.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☐ Home Address

☐ Work Phone Number

☒ Home Phone Number

☐ Work Address

☒ E-Mail Address

☐ Please do not release any of this information

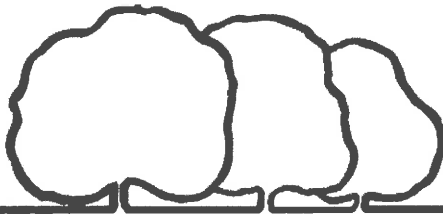
FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant: Elodia Ortega-Lampkin

My first choice is for appointment to the Planning Commission
Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

- | | |
|---|---|
| ☐ Board of Building Appeals | ☒ Parks and Recreation Commission |
| ☐ Commission on Aging | ☐ Personnel Board |
| ☐ Historical Preservation Commission | ☐ Planning Commission |
| ☐ Library Board of Trustees | ☐ Traffic Safety Commission |
| ☐ Manufactured Homes Fair Practices Commission | |

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:

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The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☒ Yes ☐ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes x No

If yes, please state which _____

Employment experience: Over 20 years working in education (classroom teacher, resource teacher, middle school vice principal, elementary school principal and district level administrator). Currently I serve the Woodland Joint Unified School District as Director of Elementary Education (see attached resume).

Organization and community activity experience: United Way Education Committee Member, (2013-Present), Yolo County Mexican-American Concilio Member (2007-Present), Yolo Family Resource Center Board Member (2014-Present)

Other experience you have had which would help Council with a decision as to your qualifications to serve: California Association of Bilingual Education (CABE) Board of Director (2012-Present), California Commision on Teaching Credentialing (CTC) Advisory Council (2008-2009), California Association of Latino Superintendents (CALSA) Member (2010-Present)

Educational background and other training: Bachelors of Arts-California State University Sacramento
Teaching Credential-California State University Sacramento
Administrative Services Credential-California State University Sacramento

Why are you interested in serving on a City Board or Commission? I am interested in serving on the Planning Commission to support the city in establishing a high quality of life for our community. I feel that I can help bring a perspective on impact to educational issues to support the city in making decisions that will impact families and our youth.

Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>Jesse Ortiz</u>		<u>530-908-1000</u>
<u>Artemio Pimentel</u>		<u>530-681-8501</u>

_____	<u>Feb. 25, 2015</u>
Signature of Applicant	Date

Please return application to: **Office of the City Clerk**
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

ELODIA ORTEGA-LAMPKIN

2129 Muller Drive
Woodland, Ca 95776
(530)405-6868

EDUCATION

- Bachelor of Arts: Liberal Studies with Bilingual Emphasis (1990)
California State University, Sacramento
- Multiple Subject Bilingual Cross-Cultural Teaching Credential (1991)
California State University, Sacramento
- Administrative Services Credential (2000)
California State University, Sacramento

ADMINISTRATIVE EXPERIENCE

Director of Elementary Education/K-12 English Learner Services Woodland Joint Unified School District (2008-Present)

- Provide leadership for the development, coordination, implementation, and evaluation of curriculum and educational programs
- Oversee TK-6 elementary education curriculum, assessment, and instructional programs
- Oversee TK-12 English Learner Programs and Services
- Provide supervision, direction, coordination, and implementation of K-6 Common Core Standards, K-12 ELD standards, instruction and assessment
- Direct, supervise, and coordinate staff development for Elementary Education and TK-12 English Learner Services
- Supervise elementary principals, district coordinators, English Learner Specialists, Response to Intervention TOSAs, district English Learner TOSA, and district Elementary Education TOSA
- Lead, facilitate and serve on various committees, councils and task forces
- Collaborate and facilitate conversations with various stakeholders and community members
- Provide assistance for Program Improvement and State Monitored Schools
- Participate in the selection and hiring of principals
- Manage and oversee the district's Title III LEP/Immigrant and TK-6 educational services budgets

Director of English Learner Services K-12/K-6 Interventions Woodland Joint Unified School District (2005-2008)

- Provide leadership for the development, coordination, implementation, evaluation of curriculum and educational programs for K-12 English Learners and K-6 interventions
- Provide staff development and facilitate the implementation of the district's Master Plan for English Learners
- Lead and facilitate the pilot and adoption of ELD and intervention instructional materials

- Lead, facilitate and serve on various task forces, committees, and councils with a specific focus on English Learner services reform efforts
- Plan, coordinate and oversee all elementary education intervention and summer school programs
- Supervise elementary summer school principals and Elementary English Learner Specialists
- Manage and oversee the district's Title III LEP/Immigrant and K-6 intervention budgets

Elementary School Principal

Echo Valley Elementary School, North Monterey County Unified School District (2000-2005)

- Provide instructional leadership for the development, coordination, implementation and evaluation of the curriculum and instructional program at the site
- Provide direction, guidance and support in developing data driven decisions for all instructional programs
- Develop structures for monitoring student progress and academic programs
- Oversee the delivery and implementation of staff development targeting the site's instructional goals and student needs
- Develop, coordinate, implement and evaluation the site's School Plan, Safety Plan, and Discipline Plan
- Communicate and promote parent and community involvement
- Supervise and evaluate teachers and support staff
- Manage and monitor the school budget

Middle School Assistant Principal

Gambetta Middle School, North Monterey County Unified School District (1999-2000)

- Assist with the overall management of the school and with the implementation of school-wide goals
- Manage, plan, coordinate, and monitor the progress of the School Improvement Plan, Associate Student Body accounts and the site Consolidated Programs Compliance Review
- Implemented and revised the School-Wide Discipline Policy in accordance to School Board Policy and Education Codes
- Supervise, evaluate and provide instructional support to teachers and classified staff
- Communicate and create positive working relationships with students, parents, community and staff

CA Mini-Corps Program Instructional Supervisor/Coordinator

Migrant Education, Butte County Office of Education (Summer 1999, 1998, 1997, 1996, 1995)

- Provide instructional supervision to 24 teachers in training (Mini-Corps Students)
- Recruit, interview, hire and place summer staff throughout Monterey County Migrant Summer School Programs
- Plan, coordinate and delivery staff development for teachers in training (SDAIE, OLE, ELD)
- Provide instructional support through peer-coaching, informal and formal lesson observations, and modeling of lessons

- Facilitate collaboration between summer school site administration, Migrant Education, and Ca Mini-Corps staff
- Supervise and evaluate Mini-Corps Students

Secondary Summer School Coordinator

Migrant Education, Monterey County Office of Education (Summer 1991 & 1992)

- Plan, coordinate and design a college-bound migrant education summer school program "Yo Puedo" for 7th-12th grade students at UC-Santa Cruz
- Coordinate and plan all phases of administration and management for the Jr. High School and High School "Yo Puedo" Program
- Development of master schedule, course material, curriculum, and student activities for a Literacy & Career Awareness program
- Supervise "Yo Puedo" teachers and support staff
- Plan and collaborate with participating districts, Migrant Education staff, and UC-Santa Cruz staff

TEACHING EXPERIENCE

Bilingual Resource Teacher

North Monterey County Unified School District (1995-1996 & 1998-1999)

- Assist Principal and teachers in the coordination and implementation of English Learner students' academic programs
- Maintain and manage English Learner student data
- Administer and assess English Learner student's language proficiency and academic progress
- Provide training and coaching on English Learner instructional strategies
- Facilitate and coordinate English Learner Advisory Committee, work closely with parents, and school communication

1st/2nd Grade Bilingual Teacher

Colusa Unified School District (Summer 1993 & 1994)

- Taught and implemented an integrated thematic unit for a 1st-2nd grade combination classroom for summer school program

Adult Education Teacher

Williams High School, Williams Unified School District (1994-1995)

- Developed and delivered lessons to enhance advanced English writing skills for adults learners
- Developed and implemented an intervention writing curriculum for high school students in preparation for the district's writing proficiency exam

Kindergarten Bilingual Teacher

Washington Elementary School, Sacramento City Unified School District (1992-1993)

- Planned, developed and delivered curriculum instruction across the content areas in a kindergarten bilingual classroom

2nd Grade Bilingual Teacher Maxwell Elementary School, Woodland Joint Unified School District (1990-1991)

- Developed, planned and implemented curriculum targeting EL needs in ELD and by using SDAIE for a 2nd grade bilingual classroom

Student Teaching

Knights Landing & Dingle Elementary School, Woodland Joint Unified School District (1989-1990)

- Performed student teaching experience under the supervision of a Master Teacher

CA Mini-Corps Program Instructional Assistant

Elementary, Secondary, and Summer Outdoor Educ. Schools, Butte County Schools (1983-1989)

- Worked as an instructional assistant in grade levels K-12th, as I obtained my university degree

PROFESSIONAL ASSOCIATIONS

- Association of California School Administrators (ACSA)
Member (1999-present)
Served on ACSA Education Committee Council (2000-2002)
- California Association of Bilingual Education (CABE)
Member (1996-present)
Board of Director (2012-present)
- California Association of Latino Superintendents and Administrators (CALSA)
Member (2008-present)
- California Commission on Teacher Credentialing (CTC)
Member of CTC English Learner Advisory Council (2008-2009)

COMMUNITY MEMBERSHIPS

- United Way Education Committee
Member (2013-present)
- Yolo County Mexican-American Concilio
Board Member (2013-present)
- Yolo Family Resource Center (YFRC)
Board Member (2014-present)

SPECIAL AWARDS

- Yolo County Champions for Children Education Award (2011)
- Yolo County Mexican-American Concilio Educator Award (2012)
- Association of California School Administrator
Director of Curriculum and Instruction Award (2013)

PROFESSIONAL REFERENCES

Dr. Debra Calvin, Associate Superintendent of Educational Services

San Juan Unified School District

Work: (916) 979-8914

Cell: (510) 329-5264

Dr. Jacki Cottingim, Retired Superintendent

Fairfield-Suisun Unified School District

Cell: (916) 616-5760

Dr. Carmella S. Franco, Retired Superintendent

Whittier City School District

Home: (562) 698-3399

Cell: (562) 244-3881

Dr. Debra LaVoi, Retired Superintendent

Woodland Joint Unified School District

Home: (916) 966-5606

Dr. Jesse Ortiz, Yolo County Superintendent

Yolo County Office of Education

Work: (530) 668-3703

Cell: (530) 908-1000

Carolyn Post, Retired Superintendent

North Monterey County Unified School District

Home: (831) 761-2253

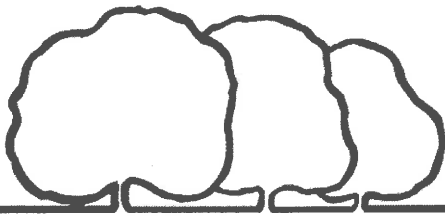
Cell: 831-840-1129

Mike Stevens, Retired Associate Superintendent

Woodland Joint Unified School District

Home: (530) 662-3708

Cell: (530) 681-0277



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM (please print)

Name: TABATHA CHAVEZ Address: 952 CAMPBELL CIRCLE
WOODLAND, CA 95776

Home/Contact Telephone Number: 916. 214. 3817

Work Telephone Number: 916. 327. 4401

E-Mail Addresses CHAVEZ. TABATHA @ GMAIL. COM

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☐ Home Address

☐ Work Phone Number

☐ Home Phone Number

☐ Work Address

☒ E-Mail Address

☐ Please do not release any of this information

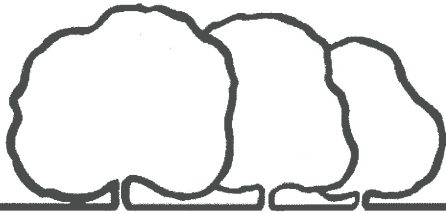
FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

CHAVEZ, TABATHA

My first choice is for appointment to the
Board or Commission.

PLANNING COMMISSION

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Commission on Aging

☐ Historical Preservation Commission

☐ Library Board of Trustees

☐ Manufactured Homes Fair Practices Commission

☐ Parks and Recreation Commission

☐ Personnel Board

☒ Planning Commission

☐ Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:

- investments, interests in real property, income, loans, etc.
- mailing address and telephone number

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All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? Yes X No

If yes, please state which _____

Employment experience: PLEASE SEE ATTACHED RESUME

Organization and community activity experience: PREVIOUS CHAIR & COMMISSIONER ON THE WOODLAND PARKS & REC COM.

10+ YEARS W/ CHURCH ON THE ROCK COMMUNITY ACTIVITIES INCLUDED JUVENILE HALL & CO. JAIL, PIONEER H.S. FOOTBALL PROGRAM & COACH FOR WOODLAND SOCCER CLUB

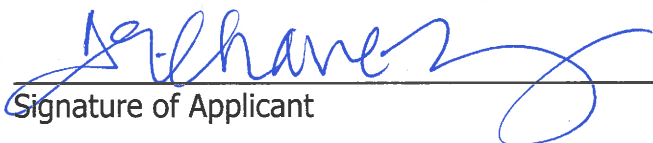
Other experience you have had which would help Council with a decision as to your qualifications to serve: CAPITAL OUTLAY EXPERIENCE AS A STATE OF CALIFORNIA BUDGET ANALYST

Educational background and other training: PLS SEE RESUME

Why are you interested in serving on a City Board or Commission? I BELIEVE IN CITIZEN PARTICIPATION IN THEIR LOCAL COMMUNITY. I BELIEVE I HAVE THE ABILITY TO ANALYZE DATA/INFO & MAKE SOUND CONCLUSIONS & DECISIONS.

Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>ALICIA DAVENPORT</u>	<u>1746 LEE DR. 95776</u>	<u>530 908-2467</u>
<u>SANDY VAZQUEZ</u>	<u>2187 SHOEMAKER CT. 95776</u>	<u>530.665.3735</u>


Signature of Applicant

02/18/2015
Date

Please return application to:

**Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695**

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

I am an honest, resourceful, a self- starter, thorough and accurate with high performance goals and standards, I work well with others; am organized, dedicated to the department/agency's mission/goals progress and efficiency; I adapt well to a changing environment, work well under stress and have the ability to prioritize and provide effective employee, program and fiscal supervision, management and leadership. I have the ability to effectively plan, organize, and direct the work of staff and project teams both internal and external. I have experience working with the various "control agencies", legislative staff and budget hearing testimony and processes.

I have completed of State of California supervisor mandated - Basic Supervision Part 1 and Part 2 training courses and I consistently receive high marks on all Performance Evaluations and work well with stakeholders and other employees. I am very familiar with the State of California's personnel policies (including Sexual Harassment, Ethics, Violence in the Workplace, Equal Employment Opportunity, etc...), progressive discipline and the Ralph C. Dills Act.

In 2009, I received a State of California Superior Accomplishment Award (DOC) and in 2000 was the Delta Service District Conservationist of the Year (CCC).

November 2007-Present | Department of Resources Recycling & Recovery (CalRecycle) – DOR

February 2012 – Present Senior Management Auditor – Technical Assistance & Review Unit

Responsible for the successful supervision and daily operation of the Technical Assistance & Review Unit. Provided leadership and supervision to 10+ staff in three field offices located throughout the state. Developed annual unit work plan, assisted in the successful writing and development and planned implementation of a support spring finance letter package. Implemented a case management work model for the successful management, technical assistance and training for new program operators. Conducted and reviewed compliance and limited scope audits for non-reporting beverage manufactures, distributors and recyclers. Recruited, hired and trained new staff, utilized the progressive discipline process. Developed, reviewed and analyzed proposed legislation. Developed, reviewed and implemented new policies and procedures for the unit. Resolve disputes, make recommendations for revocation of operator's certifications, provide technical and detailed oracle database training to staff and users. Thorough knowledge of and competent advisor to the industry on the Beverage Container and Litter Reduction Act and California Code of Regulations (CCR) Title 14. Natural Resources, Division 2. Department of Conservation, Chapter 5. Division of Recycling and an expert in the Division of Recycling Integrated Information System (DORIIS) a customized oracle database. Utilized time management, critical thinking, strategic planning, discretion, professional tact, conflict resolution and effective communication skills on. Supervision of staff included: training, evaluations, resource procurement, scheduling, workload distribution, commendations and progressive discipline as needed.

November 2007 – Current | Department of Resources Recycling & Recovery (CalRecycle) - DOR

Associate Management Auditor – Training and Review

Perform Limited Reviews of State of California Recycling Centers and Non-Compliance Limited Reviews to Beverage Manufacturers and Distributors (limited scope financial and operational audits). Review and approval of credit requests for revenue participants. Review both operational and recordkeeping practices of certified facilities. Provide training and technical expertise to recyclers, processors and consumers. Write reports, review records, analyze data, make recommendations for certifications, and assess civil penalties and restitution. Conducted the following – Fraud Detection Reviews, Consumer Transaction Profiles and Fraud Investigation Reports. Unit's primary liaison for DORIIS (internal database – Oracle platform). I participated in the development, implementation and maintenance (helpdesk and troubleshooting) of this database. As a module expert I routinely provide training, troubleshooting, presentations and consulting for DORIIS to internal staff, users (stakeholders) and control agencies as requested. Planned, organized and developed the Statewide Deployment & Training plan that was approved by management; including training videos and manuals for modules related to Recycler and Processors.

Provide alternate support/coverage for Amendment approval and Predatory Pricing. Respond to consumer and general public complaints and public records requests as needed.

June 2006 – November 2007 | Resources Agency – CALFED Bay-Delta Program – CAL FIRE | Fiscal Officer (SSM I)

Daily supervision of 4 journey level analytical staff in the Budget & Accounting Office. Preparation of the Governor's Budget for Resource Agency's Program 20 - CALFED Bay-Delta Program, including financial and staffing reconciliation, expenditure projections, and baseline increase requests. Review of grants & contracts, monthly expenditure reporting and analysis, overseeing accounting process, policy review, writing and implementation. Participation in the Budget Hearings & LAO and Legislative Staff meetings. Field Accounting Office supervision, processing of payments, loading & maintenance of CALSTARS, expenditure reconciliation administration of year-end close out process and ongoing support. Back up supervisor for the Contracts Unit, review contracts, purchase orders and other procurement and grant documents for approval, ensuring availability of funds and appropriateness of the

expenditure. Supervision of staff included: training, evaluations, resource procurement, scheduling, workload distribution, commendations and progressive discipline as needed.

February 2005 – June 2006 | Department of Industrial Relations Associate Budget Analyst – Budget Office
Administration of \$50+M budget (Division of Labor Standards Enforcement and the Workers' Compensation Appeals Board). Preparation of the Governor's Budget, responding to questions from the Governor's Office, Legislative Analysts Office, Legislature and public. Review of all proposed legislation to determine fiscal impact, public records requests, responding both orally and in writing to policy and process questions and funding source cash flow reports. Development, review and approval of Capital Outlay projects, support and program Budget Change Proposals, Concept Papers and other fiscally impacted requests.

April 1995 – February 2005 | California Conservation Corps

August 2003 – February 2005 | Associate Budget Analyst – Administrative Services (CONFIDENTIAL DESIGNATION)
Review and analyze Field expenditures and projection reports for the Southern and Central districts to determine reasonable and appropriateness in regards to specified budget allotments. Analyze budget allotments and expenditures and make independent recommendations to ensure fiscal solvency. Independently analyze and complete complex and critical budget drills such as salary savings analysis and redirection, chronology of funding and expenditure levels for statewide contracts, and position reconciliation. Responsible for development and preparing of the department's Out of State Travel plan. Responsible for the development of Governor's Budget schedules. Review and analyze Reimbursement Agreements (contracts) for completeness and compliance with laws, regulations and Department Policies and Procedures. Communicate in verbal and written form with program personnel and various agencies, both public and private. Assisted management (DPA) in their representation during meet and confers with union leaders with regards to lay-offs (reduction in force). Participated in State Declared Emergencies (PIO, Planning & Logistics).

November 2000 – August 2003 | Staff Services Analyst – Field Operations (CONFIDENTIAL DESIGNATION)
Acted as a statewide liaison between district (field) staff and Executive Management Team. Represented the department director in various capacities, served as the Public Information Officer on state-declared emergencies, interpreted policy, reviewed proposed legislation for program impact, responded to legislative and Governor's Office requests, was management's point of contact for public complaints, records requests, and other communication. Reviewed, made determinations and responded to final termination appeals of contracted staff. Reviewed fiscal projections and made recommendations to the Director and Executive Team, identified alternative funding sources and best practices. Conducted and assisted in Administrative (personnel) investigations, Health and Safety investigations and prepared reports and made recommendations in accordance with all laws, state and departmental policies and procedures. Represented management in their representation during meet and confers with union leaders with regards to lay-offs (reduction in force), contract negotiations, and grievance process. Responded to State Declared Emergencies both on site and remotely, Standard Operation policy development, review and interpretation. Employee death notifications – if an employee died notified the next of kin.

July 1998 – November 2000 | Conservationist I – Delta Service District
Worked in various capacities supervising between 16 and 120 corpsmembers (contracted employees) in both work settings and residential settings. Oversaw the Residential Living Program for 80-120 corpsmembers and a 60K+ sq ft facility. Ensured a secure and positive living environment, coordination and oversight of evening education and recreation programs. Responded to state-declared emergencies (statewide) as a crew supervisor and single resource, wrote and implanted various policies, procedures and operational guidelines. Streamlined processes and implemented best practices. Administered and identified job specific and soft living skills training. Primary point of contact for corpsmember's parents and other public. Worked with Yolo County Probation, Mental Health and Education in the implementation and assisted crew supervision of the Yolo County Conservation Partnership program. Assisted Program Evaluation and Quality Assurance units with the department's strategic planning – climate survey process, stakeholder meetings, mission development and goal setting and Ad Hoc committees to recommend achievement strategies. Work with community based organizations to identify services needed and provide services to various client pools.

April 1995 - July 1998 | Contract Employee – Delta Service District & Headquarters (Sacramento)
Assisted in the supervision of Corpsmembers, directed daily work activities for 2-19 Corpsmembers in project and maintenance based work. Corpsmembers included alternative placement (probationary minors and main program participants). Gave presentations to middle and high schools regarding the environmental effects of improper disposal of hazardous materials. Recruitment of Corpsmembers for a 9 county district – performed all necessary pre-employment screening and paperwork. Performed clerical duties as assigned.

Legislation Text

8.

File #: 14-610, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Award Construction Contract for Main Street Streetscape Improvement Project
(Elm to Cleveland), CIP 15-16

Recommendation for Action: Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. _____ to award the construction contract in the amount of \$1,159,516 for the base bid and additive alternates 1-7 to B & M Builders, Inc. for the Main Street Streetscape Improvement Project, CIP 15-16 and authorize a 20% contingency, in an amount not to exceed \$231,903 and (3) appropriate \$298,419 of Measure E funding to the project.

Staff Contact

Clara Olmedo, Associate Engineer - (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact

The Main Street Streetscape Improvement Project (Elm to Cleveland), CIP 15-16, was approved by Council at the November 4th City Council meeting. The project was incorporated into the Capital Budget with a budget of \$1,400,000 of bond proceeds issued in 2007 under the former Redevelopment Agency.

Based on the plans, the Engineers opinion of construction cost was \$1,454,000. Including the costs for design, project management, construction management/inspection, construction and contingency; the estimated total project cost was \$1,761,000. As the total project cost was estimated to be in excess of available project funding, several bid alternates were included to give the City flexibility in awarding the project based on bid results. At the time that plans were approved and authorized for bid, Council was informed that additional funding would be needed to award even the base bid. The actual amount needed was to be determined based on bid results.

While the lowest bid came in below engineer's estimate, the bid with contingency and construction management/inspection exceeds the currently allocated funding for the project. It has been identified that \$298,419 in additional funding is needed to award the base bid plus additive alternates 1-7 (see attached Alternate Exhibit). This results in a total project budget of \$1,698,419. Staff is recommending that the additional funding come from Measure E. This additional funding required from Measure E is included with the Measure E spending plan before Council under separate cover.

There is no impact to the General Fund.

Background

The improvements associated with this project are proposed to enhance the pedestrian experience and improve the overall aesthetic of the block, establishing a sense of arrival into the downtown from the west. The final design incorporates a long arched curb extension in front of the theater. This feature expands the sidewalk creating a small plaza area aligning with a curb extension on the north side of the street, establishing a mid-block pedestrian crossing. The street width is narrowed from 50 feet to 33 feet at the mid-block crossing to help calm traffic and provide a shortened and convenient crossing for pedestrians. The plans include pedestrian actuated in ground crosswalk lighting to indicate when pedestrians are engaged in this crosswalk. Stamped concrete is used to visually narrow the street, serving as a further traffic calming feature.

In addition, the project includes reconstructed sidewalks with decorative exposed aggregate strips and updated ADA ramps at all corners, signal improvements for pedestrians, and street trees on Main Street. The project also includes resurfacing and restriping of the block between Walnut and Cleveland streets. The plans included as bid alternates bulb outs with landscaping at all corners and installation of street furniture.

Discussion

On February 3, 2015 Council approved plans and specifications for the project, and the bid period commenced. On March 4, 2015 the City received three (3) bids for construction of the Project. Staff has performed due diligence in reviewing the bids and all bids comply with the technical submittal requirements. A table summarizing the results of the bids is provided as an attachment to this report.

Based on an evaluation of the bid proposals, staff is recommending that the City Council authorize award of the construction contract to B & M Builders, Inc., in the amount of \$1,159,516 for the base bid and additive alternates 1-7, for the Main Street Streetscape Improvement Project.

The base bid includes reconstructing the roadway, constructing a mid-block crossing, landscape, traffic signal improvements and new curb and gutter along Main Street from Elm to Walnut with the exception of the area recently constructed with the new Chase Bank from Walnut to the Theater property. Included in the base bid are ADA ramp improvements at all four corners of Elm Street and all but the southwest corner at Walnut Street.

The additive alternates 1-7 include the cost to further those improvements by adding bulb-outs at the intersections to shorten crossing distances and improve pedestrian visibility. Additives 8 and 9 would install street furniture.

Constructing Additive Alternate 1 will result in the restriping west of Walnut to reduce the two westbound travel lanes to one travel lane and adding on-street parking in front of the property at 283 Main Street.

Constructing Additive Alternate 7 may require the removal of 2-3 parking spaces to allow for maneuvering of the bus for use of the “drop-off only” stop on the south east corner of Elm and Main streets. Staff intends to coordinate with YCTD on the potential to relocate that stop if maneuvering is infeasible within these limits.

Staff had the opportunity to discuss the project including the various additive alternates and associated costs with members of the Infrastructure Subcommittee and Downtown Subcommittee. Committee members were supportive of staff’s recommendations.

Staff anticipates construction starting in May after the May 2nd Hot Rod Reunion and completion in Fall 2015.

The working time in the contract is sixty days which excludes weekends, and holidays.

This project is being coordinated with the construction of the State Theatre renovation and expansion scheduled to commence within the next month. Execution of the construction contract for this project (CIP 15-16) will be contingent on the close of escrow of the State Theatre building anticipated within the next several weeks.

Waiver of Immaterial Bid Irregularity

The low bidder's bid was missing a subcontractor that was required to be listed pursuant to the Subletting and Subcontracting Fair Practices Act ("Act"). While the omission of this information is technically a violation of the Act, it is likely an immaterial deviation that may be waived by the City at its discretion. Staff is recommending that the low bidder's bid irregularity be waived and the contract awarded.

The City has broad discretion to determine responsiveness and accept a responsive bid even if there are minor irregularities or mistakes, as long as such mistakes do not affect the price of the bid or otherwise give a bidder an unfair competitive advantage.

Where the low bidder fails to list a subcontractor in accordance with the Act, the City may, but is not required to, reject a bid as non-responsive. In considering whether a public entity may accept a bid that does not comply with the requirements of the Act, the statute gives the public entity discretion to either cancel the contract or reject the bid, require self-performance by the prime contractor of the work that the contractor failed to properly list a subcontractor for, or waive the error and authorize the prime contractor to correct the mistake. (86 Cal.Ops.Atty.Gen 90 (2003); Pub. Contract Code, §§ 4106, 4110, 4111.)

In this case, the low bidder demonstrated that its error in failing to list a subcontractor was a true good faith error. Upon request from Staff, the low bidder produced the proposal from the subcontractor it will use on the street lighting and signal work. The proposal was delivered to the low bidder on March 4, 2015 at 12:50PM, which was prior to the bid opening scheduled for that date at 2:30PM. Based on the foregoing, there is no indication that the low bidder engaged in any bid shopping and bid peddling in connection with the Project, therefore, staff recommends that the City Council exercise its discretion under Public Contract Code section 4110 and waive the low bidder's failure to list a subcontractor as an immaterial bid deviation.

Conclusion

Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. _____ to award the construction contract in the amount of \$1,159,516 for the base bid and additive alternates 1-7 to B & M Builders, Inc. for the Main Street Streetscape Improvement Project, CIP 15-16 and authorize a 20% contingency, in an amount not to exceed \$231,903 and (3) appropriate \$298,419 of Measure E funding to the project.

Prepared by: Clara Olmedo, Associate Engineer

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



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Bid Results

Attachment B - Resolution

Attachment C -Alternate Exhibit

**Main St. Streetscape Project, CIP 15-16
Final Bid Results****Bids Opened: March 4, 2015
at 2:30 p.m.****Bids Received:**

	CONTRACTOR*	BASE BID	BASE BID + ALL ALTS
1	B & M Builders Inc (1st Low)	\$990,167.00	\$1,171,215.50
2	McGuire Hester (2nd)	\$1,127,818.00	\$1,299,263.00
2	Martin General Engineering	\$1,051,471.20	\$1,343,773.70

*Bids are listed in order from lowest to highest.

***Notes:**

Bold amount adjusted

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH B & M BUILDERS, INC. FOR THE MAIN
STREET STREETScape PROJECT (ELM TO CLEVELAND) CIP 15-16 AND
INCREASING THE PROJECT BUDGET BY \$298,419**

WHEREAS, the City of Woodland wishes to award a construction agreement to B & M Builders, Inc. ("B&M") for the construction of the Main Street Streetscape Project (Elm to Cleveland), with such award being contingent upon the close of escrow of the City's transfer of the State Theatre building to Woodland State Theatre LLC; and

WHEREAS, the City Council approved the plans and specifications and authorized bid advertisement on February 3, 2015; and

WHEREAS, the City opened bids on March 4th, 2015, and the lowest bidder was B & M Builders, Inc. with a bid in the amount of \$1,179,923.50 including the base bid and all additive alternates; and

WHEREAS, the City is awarding the contract in the amount of \$1,159,516, which includes the base bid and additive alternates 1-7, and is also authorizing a maximum 20% contingency in the amount of \$231,903 without requiring an amendment to the agreement to be considered by the City Council; and

WHEREAS, the bid submitted by B&M was missing a subcontractor that was required to be listed pursuant to the Subletting and Subcontracting Fair Practices Act ("Act"); and

WHEREAS, the City has broad discretion to determine responsiveness and accept a responsive bid even if there are minor irregularities or mistakes, as long as such mistakes do not affect the price of the bid or otherwise give a bidder an unfair competitive advantage. (See *Menefee v. County of Fresno* (1985) 163 Cal. App. 3d 1175; *Ghilloti Construction Co. v. City of Richmond* (1996) 45 Cal. App. 4th 897); and

WHEREAS, in accordance with an opinion issued by the California Attorney General, the City is not required to reject a bid as non-responsive where the low bidder fails to list a subcontractor in accordance with the Act and may instead require self-performance by the prime contractor of the work that the contractor failed to properly list a subcontractor for or waive the error and authorize the prime contractor to correct the mistake. (86 Cal.Ops.Atty.Gen 90 (2003); Pub. Contract Code, §§ 4106, 4110. 4111); and

WHEREAS, the City has determined that B & M's failure to list a subcontractor was a good faith mistake, and B & M has not engaged in any bid shopping and bid peddling in connection with its bid.

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

Section 1. The above recitals are true and correct and incorporated as if fully set forth herein.

Section 2. The City Council hereby approves the Agreement with B & M Builders, Inc., in the amount of \$1,159,516 and authorizes and directs the City Manager to execute the Agreement,

subject to City Attorney approval and contingent on the close of escrow of the City's transfer of State Theatre building to Woodland State Theatre LLC. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 3. The City Council also authorizes a maximum 20% construction contingency in the amount of \$231,903 and an increase to the overall project budget of \$298,419 from Measure E funds for a total project budget of \$1,698,419 and authorizes the City Manager to such an amendment to the agreement if such contingency is required.

PASSED AND ADOPTED this 17th day of March 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Approved as to form:

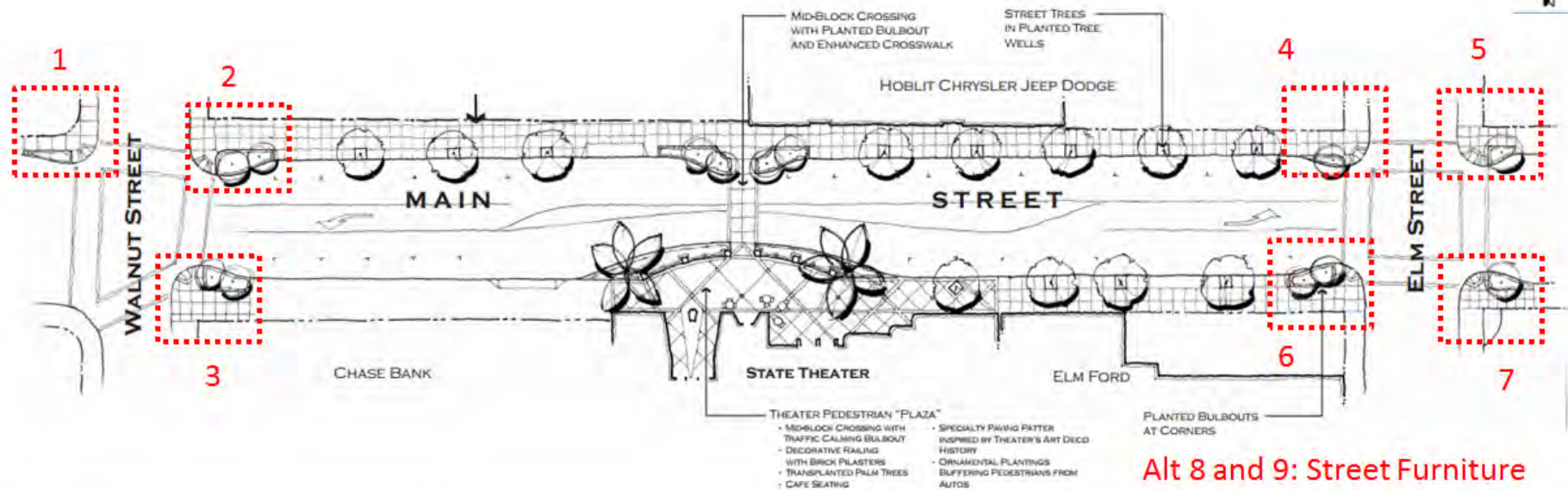
Kara K. Ueda, City Attorney

CONCEPTUAL PLAN

MAIN STREET IMPROVEMENTS - WALNUT TO ELM



 Add Alternates



Alt 8 and 9: Street Furniture

Legislation Text

9.

File #: 14-615, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Award Construction Contract for the Downtown Streetscape Project (Main Street - Third to Sixth Streets), CIP 08-58

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of \$847,586 including the base bid and additive alternate 4 to Martin General Engineering, Inc. for the Downtown Streetscape Project (Third to Sixth), CIP 08-58 and authorize a 20% contingency, not to exceed \$169,517; and (2) appropriate \$324,503 in additional Measure E funding to the project.

Staff Contact

Clara Olmedo, Associate Engineer - (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact

The Downtown Streetscape Improvement Project, CIP 08-58, is included in the FY 14/15 Capital Budget in the amount of \$1,165,000. Funding includes \$1,015,000 of Community Design Grant funds from the Sacramento Area Council of Governments (SACOG), \$100,000 of Measure E funds, and \$50,000 of remaining bond proceeds issued in 2007 under the former Redevelopment Agency.

Based on the plans, the Engineers' opinion of construction cost was \$1,142,000. Including the costs for design, project management, construction management/inspection, construction and contingency; the estimated total project cost was \$1,678,000. Several bid alternates were included to give the City flexibility in awarding the project based on bid results. At the time that plans were approved and authorized for bid, Council was informed that additional funding would be needed to award even the base bid. The actual amount needed was to be determined based on bid results.

While the lowest bid came in below engineer's estimate, the bid, with contingency and construction management/inspection, exceeds the currently allocated funding for the project. It has been identified that \$324,503 in additional funding is needed to award the base bid and additive alternate 4 (see attached Alternate Exhibit). This results in a total project budget of \$1,489,503. Staff is recommending that the additional funding come from Measure E. This additional funding required from Measure E is included with the Measure E spending plan before Council under separate cover.

There is no impact to the General Fund.

Background

Improvements associated with this project are proposed to enhance the sense of entry into the downtown from the east and expanding upon the previous enhancements to Downtown. The improvements will provide traffic calming, landscaping; and a street tree canopy for the roadway to enhance the pedestrian experience and overall aesthetic of Downtown.

The project will reconstruct sidewalks including decorative exposed aggregate bands, signal improvements for pedestrians at 3rd Street, intersection bulb outs, landscaping and street trees, as well as electrical for accent tree lighting. Main Street will be microsurfaced and restriped in the final phase of the project. The striping will include the addition of shared lane symbols (“sharrows”) to enhance awareness of bicycle utilization of the roadway. Due to funding constraints the project will not include sidewalk improvements on the north side of Main Street between 3rd and 5th Streets. These improvements will occur with future development of the adjacent properties. The plans included as bid alternates, completion of the intersection improvements at 4th Street and Main Street on the north side as well as curb extension on the northwest corner of 6th Street and Main Street.

Discussion

On February 3, 2015 Council approved plans and specifications for the project, and the bid period commenced.

On March 5th, 2015 the City received two bids for construction of the Project. Staff has performed due diligence in reviewing the bids and all bids comply with the technical submittal requirements. Please see attached table for bid results.

The award amount in the recommended action is based on the project base bid plus Alternate 4.

Alternate 4 will improve the northwest corner of 6th Street and Main Street (see attached Alternate Exhibit). This alternate is recommended for award as it creates a bulb out which will raise awareness of the right turn only lane approaching 6th Street and slow traffic approaching the crossing that will be installed at 6th Street by the Yolo County Courthouse Project.

Due to funding constraints of the Measure E Spending Plan, the remaining alternative improvement areas (Alternates 1, 2 and 3) are not recommended for award. While including these areas within the project award would substantially complete the downtown Main Street improvements from 6th to Walnut Streets, the inclusion of them would require an additional approximately \$185,000.

While there is currently limited Measure E capacity to support inclusion of additional bid alternates, advancing additional funding beyond that which is recommended could create potential cash flow issues if Measure E revenues fall short of projections, and could result in potential delays or reduction of funding for other projects in the Measure E Spending Plan. Furthermore, staff felt the excluded Alternates can feasibly be constructed with future development of adjacent properties which are largely vacant, or be funded with a future grant.

Staff has listed in order of recommended priority, the incremental costs to incorporate Alternates 1-3 should the City Council wish to consider including them in the project award.

	Bid Cost	Cumulative Cost
--	-----------------	------------------------

Alternative 1	\$70,317.70	\$70,317.70
Alternative 2	\$62,745.01	\$133,062.71
Alternative 3	\$63,165.15	\$196,227.87

Staff had the opportunity to discuss the project including the various additive alternates and associated costs with members of the Infrastructure Subcommittee and Downtown Subcommittee. Committee members were supportive of staff's recommendations.

Staff anticipates construction starting late April and completion in Fall 2015. The working time in the contract is ninety days which excludes weekends, and holidays.

Conclusion

Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of \$847,586 including the base bid and additive alternate 4 to Martin General Engineering, Inc. for the Downtown Streetscape Project (Third to Sixth), CIP 08-58 and authorize a 20% contingency, not to exceed \$169,517; and (2) appropriate \$324,503 in additional Measure E funding to the project.

Prepared by: Clara Olmedo, Associate Engineer

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



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A- Bid Results

Attachment B - Resolution

Attachment C - Alternate Exhibit

**Downtown Streetscape (Third to Sixth), CIP 08-58
Preliminary Bid Results****Bids Opened: March 5, 2015
at 3:30 p.m.****Bids Received:**

	CONTRACTOR*	BASE BID	BASE BID + ALTERNATES	Original Bid as read at Bid Opening (if different)
1	Martin General Engineering (1st Low)	\$790,346.00	\$1,105,464.03	\$1,103,057.70
2	B & M Builders Inc	\$912,274.81	\$1,187,935.86	\$1,282,622.60

*Bids are listed in order from lowest to highest.

Low Bidder List of Subcontractors:

Centerline
Striping Graphics
Takahara Land
CPM
Vanguard Concrete

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH MARTIN GENERAL ENGINEERING INC.
FOR THE DOWNTOWN STREETSCAPE PROJECT (THIRD TO SIXTH) CIP 08-58
AND INCREASING THE PROJECT BUDGET BY \$324,503**

WHEREAS, The City of Woodland wishes to enter into a construction agreement with Martin General Engineering, Inc. for the construction of the Downtown Streetscape Project (Third to Sixth), CIP 08-58; and

WHEREAS, the City Council approved the plans and specifications and authorized bid advertisement on February 3, 2015; and

WHEREAS, the City opened bids on March 5th, 2015 and the lowest bidder was Martin General Engineering, Inc. with a bid in the amount of \$1,105,464 including the base bid and all additive alternates; and

WHEREAS, the City is awarding the contract in the amount of \$847,586, which includes the base bid and additive alternate 4, and is also authorizing a maximum 20% contingency in the amount of \$169,517 without requiring an amendment to the agreement to be considered by the City Council.

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

Section 1. The City Council hereby approves the Agreement with Martin General Engineering, Inc., in the amount of \$847,586 and authorizes and directs the City Manager to execute the agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. The City Council also authorizes maximum 20% construction contingency in the amount of \$169,517 and an increase to the overall project budget of \$324,503 from Measure E funds for a total project budget of \$1,489,503; and authorizes City Manager to such an amendment to the agreement if such contingency is required.

PASSED AND ADOPTED by the City Council this 17th day of March, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

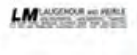
Third to Sixth Improvements

ILLUSTRATIVE PLAN

DOWNTOWN STREETScape IMPROVEMENT PROJECT

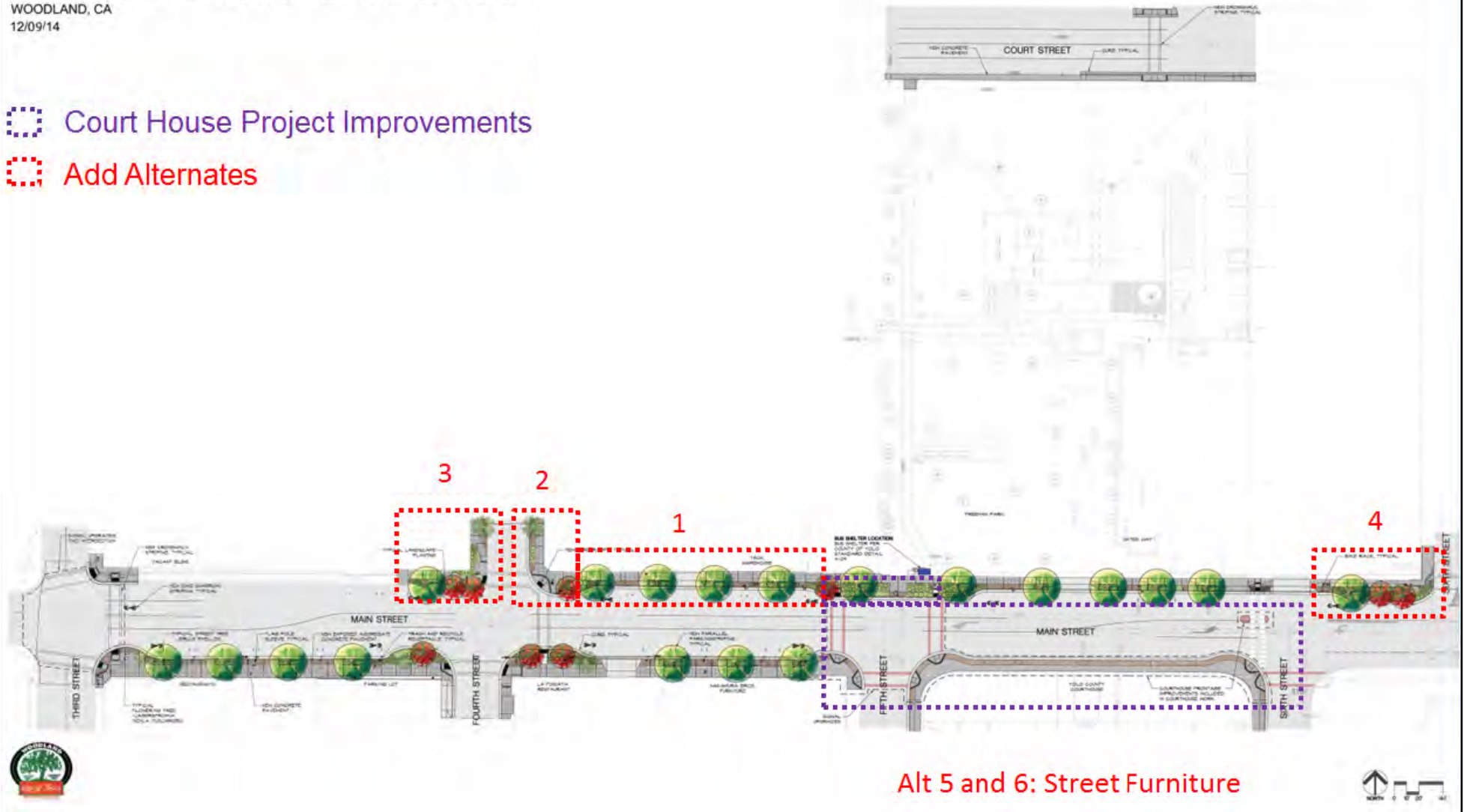
THIRD STREET TO SIXTH STREET AND COURT STREET ALONG PARK FRONTAGE
WOODLAND, CA

12/09/14



 Court House Project Improvements

 Add Alternates



Legislation Text

10.

File #: 14-574, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Approve the Updated Measure E Spending Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ approving the updated Measure E (MSE) Spending Plan which alters the allocation of these resources among the various projects as described.

Staff ContactLynn Johnson, Senior Management Analyst - (530) 661-5979, lynn.johnson@cityofwoodland.org**Council Goal**

This recommendation is consistent with the City's goal for Fiscal Responsibility by ensuring that ongoing expenditures are supported by ongoing revenue.

Fiscal Impact

Total MSE revenues are estimated to be \$51.2 million which includes the repayment to the City for the purchase of the State Theatre. The proposed spending plan continues to utilize a portion of the MSE revenue to pay on-going annual debt service on the Community & Senior Center/Sports Park bonds through the life of MSE as approved by Council on July 3, 2012 and we have maintained close to the \$2 million reserve target/contingency as requested by Council in 2010. The spending plan remains balanced between annual revenue and annual expenditures to ensure that there is no inter-fund borrowing required for project execution. As we get closer to the expiration of MSE, Council will need to determine how best to program the accumulated reserve/contingency.

Background

On June 6, 2006 the Woodland voters approved MSE, which extended the ½ cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland. Additionally, the voters approved three advisory measures outlining the types of projects for which proceeds from MSE would be spent.

- Measure B allocated a minimum of \$30.2 million or 45% of MSE for road rehabilitation;
- Measure C approved funding for Community and Senior Center Phase II, Sports Park and renovation and improvements of parks, recreation facilities and pools;
- Measure D approved funding for expansion of the Library, City Hall and the Opera House.

The purpose of the MSE Spending Plan is to allocate the anticipated revenue between the various categories based on the advisory measures and overall community need. An update to the MSE Spending Plan is required based on voter desire to receive an update bi-annually and Council's request to update the MSE Spending Plan annually. The last MSE Spending Plan was approved by Council on April 15, 2014. We have brought the updated 2015 spending plan to Council now to align with the award of the two Main Street Streetscape Projects and so that all of the proposed MSE funded projects can be included in the FY 2016 Capital Improvement Program that will be presented for adoption in June with the City's Preliminary Budget. Changes to the MSE Spending Plan require a 4/5 approval from the City Council.

Discussion

Several large road maintenance projects including the 2014 Pavement Maintenance project and the E. Kentucky Road Rehabilitation project were completed this past summer and the Kentucky Avenue Widening & Rehabilitation project is finishing up design. Due to changes with the Americans with Disability (ADA) requirements related to road maintenance, we will not be bidding a road maintenance project for summer 2015. We plan, however to complete both the 2015 and 2016 pavement maintenance projects in summer 2016. In addition to the projects approved last April, an additional MSE project was added and approved by Council in December, the City Hall Annex Improvements for the Opera House. These improvements are in the final design stage and construction should begin in June. The facility should be ready for Opera House programming in the fall. The Library Facility Improvements project is at the pre-design stage with a concept plan expected in September.

The 2015 MSE Spending Plan includes everything that was programmed in the 2014 MSE Spending Plan as well several new projects. The two Main Street streetscape projects, Walnut to Elm Streets and Third to Sixth Streets both need additional funding based on bid results. Staff has carefully reviewed the bid options for these projects and believes that additional funding is critical to complete the projects in a manner that enhances the Downtown corridor and complements other project work in the surrounding areas. Award of these two projects will be considered by Council under separate agenda items.

The 2018 Road Maintenance Project and the 2019 Road Rehabilitation Project have been added to the plan to fully program our road maintenance work through the life of the sales tax measure. By completing these projects, we will have provided some type of pavement surface treatment to all of the zones within the City by 2018. This has been a long standing goal of the pavement maintenance program. Two other smaller projects have been added, Lit Crosswalk Replacement and the Main Distribution Panel Replacement at Brooks Pool. Although small, both of these projects are necessary to meet safety concerns. We have also requested additional funding for the Camarena Field project. This project is a jointly funded project between Woodland Little League (WLL), the City of Woodland, and Yocha de He. Through a generous grant from Yocha de He, fundraising efforts by WLL, and the City of Woodland, we will be able to install new restroom facilities at Camarena Field as well as provide additional field lighting, pathways and much needed work on the water and sewer lines.

Close to the \$2,000,000 reserve/contingency has been maintained through the plan. This contingency helps the City's short term MSE cash flow on an annual basis. Based on the current assumptions, the contingency will be available for programming in 2018/2019 timeframe. As the sunset of the ½ cent tax gets closer, Council can begin discussion of how best to use the reserve funds. Possible use of the contingency could be to fund artificial turf replacement at the Sports Park or to make the 2019 debt service loan to the park development fund related to the Community & Senior Center. Future decisions relative to seeking an extension of the sales tax measure will have to consider the long-term Community & Senior Center debt obligation.

The repayment of the loan of MSE to the park development fund to pay for debt service related to the Community & Senior Center/Sports Park will be available in the future to program toward other projects that fall within the advisory measures. The timing of this loan repayment is contingent on the receipt of park development fees sufficient to cover annual debt service. The amount loaned to-date through FY2014 is approximately \$5.8 million. The refunding of two debt issuances related to the Community & Senior Center/Sports Park reduced the debt service payment to approximately \$1.8 million/year. This is the total amount owed annually by the park development fund. All park development fund revenue we receive (~\$3,800 per single-family Spring Lake unit), is used to pay debt service first. Whatever is remaining in the debt obligation is then loaned from MSE. Staff is recommending programming a slightly reduced debt service loan for FY 2015 and FY 2016. We have reduced the programmed debt service loan for FY 2015 based on already received park development fee revenue that can be used for debt service prior to utilizing MSE. Based on current approved subdivision maps and building permit activity, we feel confident that we will receive enough additional park development fee revenue to offset a portion of the loan needed for FY2016. These two changes allow adequate cash flow to accommodate all the programmed projects within the two-year window without any inter-fund borrowing.

The current total MSE revenue estimate is approximately \$51 million of which ~\$25.3 million has already been expended. The revenue estimate is consistent with the out year sales tax forecasts contained in the FY 2016 Operations & Maintenance budget.

MSE Spending Plan Summary by Category

Roads	\$ 19,846,139
Opera House	\$ 1,343,716
Community Senior Center/Sports Park	\$ 7,255,105
Parks/Pool Rehab/Rec Facilities	\$ 4,645,409
Library Improvements	\$ 873,688
Civic Center Expansion/Facilities	\$ 329,455
Overhead Allocation	\$ 909,578
Internal Loan For Debt Service	\$ 12,340,844
Project Subtotal	\$ 47,543,934
Reserve/Contingency	\$ 1,676,980
	\$ 49,220,914

Commission/Committee Recommendation

The Draft MSE Spending Plan was reviewed by the Infrastructure Sub-Committee on March 10. Mayor Stallard and Councilmember Denny are recommending Council approval of the MSE Spending Plan.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ approving the updated Measure E (MSE) Spending Plan which alters the allocation of these resources among the various projects as described.

Prepared by: Lynn Johnson, Senior Management Analyst

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

Paul Navazio, City Manager

Attachments: Resolution
2015 MSE Spending Plan

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE
UPDATED MEASURE E SPENDING PLAN

WHEREAS, on June 6, 2006 the Woodland voters approved Measure E (MSE) which extended the ½ cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland; and;

WHEREAS, on February 6, 2007 the City Council adopted Resolution 4804 that approved a MSE Spending Plan and defined a strategy for financing and execution of projects as defined in the advisory ballot measures; and

WHEREAS, the MSE Spending Plan is updated at least bi-annually; and

WHEREAS, a revised MSE Spending Plan was approved by Council on May 13, 2008 and September 21, 2010; and

WHEREAS, as part of the September 21, 2010 Council action, the City Council requested that the Spending Plan be updated annually and that \$2 million of MSE revenue be set aside from project allocation as a reserve target to be programmed at the conclusion of the 12-year tax measure; and

WHEREAS, on March 20, 2012 Council authorized the use of MSE revenue as a loan to the Park Development Fund for the payment of debt service related to the Community Center and Sports Park facilities for FY2012 and directed staff to update project cost estimates and review the draft MSE Spending Plan with the Infrastructure Subcommittee prior to approving the Spending Plan; and

WHEREAS, on July 3, 2012 Council adopted Resolution No. 6085 authorizing the use of MSE revenue to cover on-going debt service requirements related to the Community and Senior Center and Sports Park up to \$2 million per year and directed that a loan be established from MSE to the necessary development fee fund to be repaid to MSE as revenue becomes available, and approved the updated MSE Spending Plan;

WHEREAS, on April 23, 2013 Council adopted Resolution No. 6125 approving the updated MSE Spending Plan; and

WHEREAS, on April 15, 2014 Council adopted Resolution No. 6227 approving the updated MSE Spending Plan.

NOW, THEREFORE, BE IT RESOLVED, that a change in the use of funds as recommended by the three advisory measures adopted on June 6, 2006 requires a vote of four members of the City Council during a regular meeting following a public hearing.

BE IT FURTHER RESOLVED, that the attached MSE Spending Plan is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Woodland this 17th day of March 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Measure E Spending Plan - 2015
DRAFT as of 3/10/15

									Totals					
MSE Annual Revenue (projections based on Q3-2014 Muni Report)	\$	30,897,339	\$	4,374,255	\$	4,600,739	\$	4,784,882	\$	4,988,303	\$	1,299,977.00	\$	51,220,495
Reimbursement for purchase of State Theatre (revenue thru fy14 includes interest)			\$	275,000										

	Previous Expenditures	2014/15	2015/16	2016/17	2017/18	2018/19	Totals	% of Total
Roads	\$ 6,873,039	\$ -	\$ -	\$ -	\$ -	\$ -		
<i>Kentucky Avenue Widening & Recon Grant Match</i>	\$ 8,779	\$ 550,000	\$ 1,211,871	\$ -	\$ -	\$ -		
<i>E. Main St</i>	\$ -	\$ 450,000	\$ -	\$ -	\$ -	\$ -		
<i>E. Kentucky Avenue Reconstruction</i>	\$ 101,664	\$ 660,286	\$ -	\$ -	\$ -	\$ -		
<i>Grant Match</i>	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ -		
<i>O&M Road Maintenance - In House</i>	\$ -	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ -		
<i>Road Program Management</i>	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -		
<i>Main Street Improvements/Beautification</i>	\$ 3,017	\$ 396,983	\$ 322,922	\$ -	\$ -	\$ -		
<i>Lit Crosswalk Replacement</i>	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -		
<i>Contract Pavement Maintenance/Rehabilitation</i>	\$ -	\$ 1,017,578	\$ 1,350,000	\$ 1,400,000	\$ 1,700,000	\$ 1,600,000		
Subtotal for Roads	\$ 6,986,499	\$ 3,524,847	\$ 3,534,793	\$ 1,950,000	\$ 2,250,000	\$ 1,600,000	\$ 19,846,139	42%
Opera House/State Theatre/City Hall Annex (for OH)	\$ 856,716	\$ 487,000	\$ -	\$ -	\$ -	\$ -	\$ 1,343,716	3%
Library	\$ 273,688	\$ -	\$ -	\$ -	\$ -	\$ -		
<i>Library Facility Improvements</i>	\$ -	\$ 50,000	\$ 550,000	\$ -	\$ -	\$ -		
Subtotal for Library							\$ 873,688	2%
Facilities/City Hall/ADA Facilities	\$ 329,455	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,455	1%
Community Senior Center/Sports Park Debt Service	\$ 6,071,547	\$ 358,821	\$ 359,707	\$ 359,623	\$ 105,407	\$ -		
Misc. Park Improvements	\$ 233,905	\$ -	\$ -	\$ -	\$ -	\$ -		
<i>Park Irrigation Phase Ph 1-4</i>	\$ 2,271,591	\$ -	\$ -	\$ -	\$ -	\$ -		
<i>Rehabilitation of Brooks Swim Center</i>	\$ 1,333,486	\$ -	\$ -	\$ -	\$ -	\$ -		
<i>Clark Field Improvements</i>	\$ 503,427	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -		
<i>Play Equipment & Electrical Panel - Crawford Park</i>	\$ -	\$ 143,000						
<i>Sports Park Turf Replacement</i>					\$ -	\$ -		
<i>Main Distribution Panel - Brooks Pool</i>			\$ 50,000					
<i>Grant Match - Camarena Field</i>		\$ 25,000	\$ 25,000					
Subtotal for Community Center/Sports Park/Park Maint.							\$ 11,900,514	25%
Overhead Allocation	\$ 594,578	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 35,000	\$ 909,578	2%
Long Term Loan for Debt Service on the CCS/Sports Park*	\$ 5,815,364	\$ 1,500,000	\$ 1,700,000	\$ 1,805,326	\$ 1,520,154	\$ -	\$ 12,340,844	26%
Total Expenditures	\$ 25,270,256	\$ 6,173,668	\$ 6,304,500	\$ 4,199,949	\$ 3,960,561	\$ 1,635,000	\$ 47,543,934	
MSE Fund Balance	\$ 5,627,083	\$ 2,102,670	\$ 398,909	\$ 983,842	\$ 2,011,584	\$ 1,676,561		
MSE Reserve Target/Contingency	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000		
Variance	\$ 3,627,083	\$ 102,670	\$ (1,601,091)	\$ (1,016,158)	\$ 11,584	\$ (323,439)		

* The repayment of the loan of MSE to the Park Development Fund to pay for debt service related to the Community & Senior Center/Sports Park will be available in the future to program towards other projects that fall within the advisory measures.

*We have collected \$300K (74 SF units) in Park Development Fee to date in FY15 which will offset amount of loan needed from MSE

* We have assumed at least 25 SF units (~\$100 K in park development fee) for FY16 so reduced loan by \$100K

* Assumes \$298,419 additional for 15-16 and \$324,503 additional for 08-58 with \$300K in FY15 and remaining in FY16

Legislation Text

11.

File #: 14-647, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 17, 2015

SUBJECT: Review of Federal Legislative Priorities

Recommendation for Action: Staff recommends that the City Council formally adopt its 2015 Federal Legislative Priorities in order to guide ongoing advocacy efforts in support of city and community interests.

Staff Contact

Paul Navazio, City Manager, (530) 661-5802, paul.navazio@cityofwoodland.org

Fiscal Impact

There is no direct fiscal impact from the recommendations contained in this report. However, the City currently employs a federal lobbyist at an annual cost of \$40,000, supported primarily through utility enterprise funds reflecting the focus of advocacy efforts on the surface water project and flood protection. In addition, the City spends approximately \$25,000 per year in direct federal advocacy through participation in the annual Cap-to-Cap program and individual lobbying trips to Washington, D.C.

Background

The City continues to vigorously pursue assistance from the federal government on a host of topics directly tied to our citywide goals and priorities. In response to requests from the officers of our federal elected representatives as well as on the occasion of the upcoming SacMetro Chamber Cap-To-Cap trip, staff has prepared a document reflecting a proposed set of federal legislative priorities.

The document includes specific projects as well as recently-funded programs which the city is continuing to implement through direct federal funding or assistance from federal agencies. In addition, the list includes select areas of general city interest, consistent with the federal legislative priorities adopted this year by the League of California Cities.

Conclusion

It is recommended that the Council provide feedback and direction to staff to finalize the draft document outlining the city's 2015 federal legislative priorities for general distribution.



Prepared by: Paul Navazio, City Manager



2015 FEDERAL PRIORITIES

Lower Cache Creek Flood Protection Project

The City of Woodland and the Central Valley Flood Protection Board, as non-federal sponsors, and the US Army Corps of Engineers (USACE) as the federal sponsor, have executed a cost-sharing agreement to continue the feasibility study that was discontinued in March 2003. The agreement was amended in April 2013 to bring the feasibility study under the provisions of the USACE's expedited and streamlined (3x3x3) review process. The Lower Cache Creek Project was originally authorized in 1993, with a reconnaissance-level investigation completed in 1994. Subsequent to the reconnaissance study, a draft feasibility study and draft EIS/EIR for a flood risk reduction project for the City of Woodland and adjacent land was discontinued in March 2003. Since the draft feasibility study was discontinued several significant changes have occurred that heighten the level of awareness of the risks associated with the project features from the standpoint of public safety and property damage. These changes relate to the hydrology of the watershed, levee de-accrediting by FEMA, revised USACE levee criteria, new geotechnical information, concern regarding control of mercury-laden sediment discharged from the Cache Creek watershed, and the fact that the operating water level in the settling basin is scheduled to be raised six feet.

Because of the concern regarding the discharge of mercury into the Yolo Bypass and the Delta, the Regional Water Quality Control Board has requested that the settling basin outlet weir be raised much earlier than originally planned. From a local perspective the raising of the outlet weir will not be implemented until a locally supported flood-risk reduction project for the City of Woodland and adjacent unincorporated area is implemented. Additionally, it has become apparent that floodwater from Cache Creek has no way of flowing into the Yolo Bypass thereby causing about 2 miles of Interstate 5 between the City of Woodland and the Yolo Bypass to be closed to vehicular traffic for an indefinite amount of time from even a 20-year storm event on Cache Creek.

Yolo Freight Rail Relocation Project

The Yolo Freight Rail Relocation Project includes construction of new rail enabling the relocation of short-line rail traffic in downtown Davis, Woodland and West Sacramento. Completion of the project will allow removal of 19 at-grade crossings and open nearly 100 acres of infill redevelopment property in the three cities, allow removal of the Fremont Trestle to improve the floodwater flow capacity of the Yolo Bypass and increase cargo capacity and operational efficiency at the Port of West Sacramento and within Yolo County. The project was recently awarded a grant from the Economic Development Administration (EDA) Grant to fund an economic impact analysis and evaluate potential project funding opportunities. Later stages include an environmental assessment to ensure that the proposed alignment will avoid sensitive areas, complete project design and engineering, full environmental documentation and a comprehensive cost estimate and funding plan.

FEMA Flood Insurance Program Modifications

A large number of property owners within the 200-year Lower Cache Creek flood plain are required to carry flood insurance policies. The City has made significant strides in refinement of the flood plain maps to successfully remove over 1,000 properties from the flood insurance requirement. However, those properties that remain in the flood zone are subject to expensive and escalating flood insurance premiums, exacerbated by recent changes to FEMA's National Flood Insurance Program (NFIP).

FEMA's NFIP has served the country well by requiring the implementation of essential floodplain management practices in exchange for federally-subsidized flood insurance. Since the creation of the

program, however, there have been significant changes in the way flood protection systems are designed, financed, and constructed. The passage of time has resulted in changed conditions and federal agencies have developed new, stricter standards for flood protection. These changes, coupled with MapMod and RiskMAP, have resulted in FEMA reclassifying urban and non-urban areas, formerly with at least 100-year flood protection, to now having less than 100-year flood protection. Congress amended and reauthorized the NFIP on July 6, 2012, with the passage of Division F, Title II of P.L. 112-141 (the Biggert-Waters Act) and further amended the NFIP through the passage of H.R. 3370 in March of 2014.

The City of Woodland supports ongoing efforts to continue to modernization FEMA's National Flood Insurance Program, through statutory amendment and/or regulatory changes: (i) develop a new agricultural zone; (ii) update the criteria for FEMA's A99 and AR Zones; and (iii) implement Section 100230 of P.L. 112-141 (the A95 Zone).

Community-Oriented Policing Hiring Grant (Dept. of Justice)

The City of Woodland intends to continue to pursue Federal assistance to hire sworn police officers through the Department of Justice's COPS Hiring Grant Program. Last year the city was unsuccessful in securing a grant for up to three police officers, and hopes to resubmit a grant application for the 2015 funding cycle. As a result of the economic recession that hit Woodland particularly hard, over 12 sworn public safety positions were deleted from the budget, resulting in a significant understaffing of police resources. This at a time when police calls for service continue to increase, resulting in a sharp decline in un-committed time for sworn police officers to proactively address community-oriented policing strategies. This at a time when the city is also impacted by statewide initiatives to reform the prison system (AB109 and Proposition 47), with the result that a significant number of early-release inmates from both state prisons and the Yolo County Jail are back in our community. While it may be too early to draw a direct connection, these reform initiatives have coincided with a sharp increase in the incidence of crime being reported in our community.

RECENTLY FUNDED PROJECTS

Davis-Woodland Water Supply Project

In September 2009, the Cities of Woodland and Davis established the Woodland-Davis Clean Water Agency (WDCWA), a joint powers authority, to implement and oversee a regional surface water supply project. Construction on the Regional Water Treatment Facility began April 2014. A groundbreaking was held on April 10. The regional project will replace deteriorating groundwater supplies with safe, more reliable surface water supplies from the Sacramento River. Once complete, the project will serve more than two-thirds of the urban population of Yolo County, CA. It will also serve UC Davis, a project partner.

The project will divert up to 45,000 acre-feet of water per year from the Sacramento River. Water rights were granted in March 2011, and will be subject to conditions imposed by the state. Water diversions will be limited during summer and other dry periods. A more senior water right for 10,000 acre feet was purchased from the Conaway Preservation Group to provide summer water supply. Groundwater will continue to be used by Woodland and Davis during when demand for water cannot be met with surface water supplies alone.

Project plans include a jointly-owned and operated intake on the Sacramento River (WDCWA in partnership with RD 2035), raw water pipelines connecting the intake to a new regional water treatment plant, and separate pipelines delivering treated water to Woodland, Davis and UC Davis. The water treatment facility will be constructed to supply up to 30 million gallons of water per day, with an option for future expansion to 34 million gallons per day. Of that amount, Woodland's share of treated surface water will be 18 million gallons per day, with Davis' share at 12 million gallons per day. Approximately 5.1 miles of pipeline will transport "raw" water from the surface water intake on the Sacramento River to the water treatment plant located south of Woodland (see map). From there, the treated water will travel 7.8 miles via pipeline to Davis, and up to 1.4 miles to Woodland.

Construction on the regional water treatment facility began April 2014. The facility is expected to be operational by the end of 2016

Federal Funding – \$16.7 million grant awarded to RD2035 by the Bureau of Reclamation as federal share of Joint Intake Structure

Kentucky Avenue Widening/Complete Streets Project

The project would widen Kentucky Avenue from 2 to 4 lanes from East Street to College Street and from East Street to West Street in the City of Woodland. The segment would also be reconstructed as a complete street which includes a major redesign of the street with new bicycle lanes, new landscape-separated sidewalks, drainage improvements, a landscaped median, a new traffic signal at College Street, and modifications to signals at West Street and at East Street.

Federal Funding – Project has been allocated \$14.5 million in Federal Transportation funds through SACOG

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Areas of General City Interest:

Adopt a Long-Term Transportation Bill / Highway Trust Fund Solvency

- The previously enacted extension of the transportation reauthorization bill, MAP-21, expires in May 2015. It is critical that Congress enact a six-year bill that allows municipalities to plan for long term investments in surface transportation and targets funding for municipalities and local transportation agencies. The new authorization bill should focus on maintenance and preservation, and provide funding for roads, bridges, freight, and transit.

Support Community and Economic Development

- The City of Woodland urges the Administration to preserve maximum funding for the Community Development Block Grant (CDBG) program. This program remains a vital tool to meeting funding requirements for public facility and Americans with Disabilities Act (ADA) improvements as well as housing, food and shelter services for our most vulnerable populations.
- The City of Woodland also supports maintaining the tax exempt status of municipal bonds as a means to promote investment in critical public infrastructure.

Water and Wastewater Infrastructure

- The City recognizes the Federal Government's critical role in providing adequate and reliable long-term financing solutions for municipal water delivery, maintenance and treatment needs address drought conditions as well as to meet mandated water quality standards.
- The City also encourages the Army Corps of Engineers and the Environmental Protection Agency to expeditiously implement the Water Infrastructure Finance and Innovation Authority (WIFIA) program as authorized by the Water Resources Development Act (WRDA) in 2014.

Investment in Public Safety

- The City of Woodland supports full funding for the Byrne/Justice Assistance Grants (JAG) program, the Community Oriented Policing Services (COPS) program, the Staffing for Adequate Fire and Emergency Response (SAFER), the Assistance to Firefighters grant programs and for disaster preparedness, prevention, recovery, and response for all-hazard threats.

Develop Energy Efficiency and Resource Conservation Strategies

- Administration and Congressional support for federal resources to assist regional and local governments in developing and implementing energy efficiency and conservation strategies and ensure that local governments can continue their efforts to achieve economic improvements through increased energy efficiency and conservation plans that seek to decrease carbon emissions.