

CITY OF WOODLAND
PLANNING COMMISSION AGENDA
JANUARY 19, 2012
CITY COUNCIL CHAMBERS
6:30 PM

1. Call to order
2. Roll Call
3. **Approval of Minutes for October 20, 2011**
4. **CDD Quarterly Milestone Report.**
5. **Director's Report:** This an opportunity for the Community Development Department's Director or designee to provide the Commission with information on any items other than those listed on the Agenda.
6. **Public Comment:** This is an opportunity for the public to speak to the Commission on any item other than those listed on the Agenda. The Chairman may impose a time limit on any speaker.
7. **Communication - Commission Statements and Requests:** This is an opportunity for the Commission members to make comments and announcements to express concerns or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.
8. **Subcommittee Reports:**

PUBLIC HEARING:

9. **AT&T Mobility Cellular Tower:** Request for a Conditional Use Permit to allow the construction and operation of a 80-foot tall stealth telecommunications cellular tower in the shape of a pine tree (monopine) and to install related ground equipment on 624 square foot ground lease area on approximately 0.79 (34,500 sq. ft.) acres of land at 629 Lincoln Avenue in the Central Business District Zone. The requested entitlements include a Conditional Use Permit and review of the proposed categorical exemption from the provisions of CEQA as the project is considered a Class 32 - Infill Development. APN 006-563-99-000.

Applicant:	AT&A Mobility
Environmental Document:	Categorical Exemption
Staff Contact:	Paul L. Hanson, AICP, Senior Planner
Recommended Action:	Approve with Conditions

10. **Parkview by ALC IV Woodland Spring Lake, LLC – Submittal of a Specific Plan Amendment, Tentative Map # 5004 and Development Agreement,** - A proposed Spring Lake Specific Plan amendment to rezone a 10-acre school site and 6.22 acre multi-family residential R-20 site to Residential Single Family R-8; a proposed Tentative Subdivision Map # 5004 to develop 108 single family lots at a proposed density of 6.67 dwelling units per acre and modify the Housing Element Inventory of Available Sites and a Development Agreement.

Applicant:	Meridian Realty Consultants
Environmental Document:	Addendum to the Environmental Impact Report
Staff Contact:	Cindy A. Norris, Principal Planner
Recommended Action:	Recommend City Council Approval with Conditions

NEW BUSINESS:

11. **South West Tank, Davis Douglass Park:** Project update regarding a planned project that will consist of the construction of a 3.0 million gallon water storage tank and a booster pump station with a rated capacity of 6,000 gallons per minute at Davis Douglass Park. The proposed tank would be a partially buried concrete tank with a diameter of approximately 130 feet and a height of about 35 feet. The project will improve the City's ability to provide firm and reliable water supply in the southwest region.

Applicant: City of Woodland
Staff Contact: Akin Okupe, Senior Civil Engineer, CDD
Recommended Action: Review

12. **Resolution Concerning Written Comments for Meetings:** At the October 20, 2011 meeting the Planning Commission directed staff to prepare a resolution that would add language to future public notices and agendas regarding review of public comments. The Commission wishes to notify the public that those materials received less than 24 hours before a meeting date may not be able to be considered completely.

Applicant: City of Woodland
Staff Contact: Cindy A. Norris, Principal Planner
Recommended Action: Approval

OLD BUSINESS:

13. Adjournment

CITY OF WOODLAND
PLANNING COMMISSION AGENDA
OCTOBER 20, 2011
CITY COUNCIL CHAMBERS
6:30 PM
DRAFT MINUTES

1. Call to order
2. Roll Call
Commissioners Present: Lopez, Wurzel, Murray, Barzo,
Absent: Sanders, Gonzalez
Staff in Attendance:
P. Hanson, Senior Planner; C. Norris, Principal Planner; N. Ponticello, Community Development Director.
3. **Approval of Minutes for September 15, 2011**
Ayes: Lopez, Wurzel, Barzo,
No's:
Abstain: Murray
4. **CDD Quarterly Milestone Report.**
5. **Director's Report:** This an opportunity for the Community Development Department's Director or designee to provide the Commission with information on any items other than those listed on the Agenda.
 - *Transportation Priorities – proposed revisions*
 - *New Planning Commission appointee – Chris Holt. First meeting will be November 17, 2011*
 - *Auto Dealer fee decision at City Council on October 18, 2011*
6. **Public Comment:** This is an opportunity for the public to speak to the Commission on any item other than those listed on the Agenda. The Chairman may impose a time limit on any speaker.

None
7. **Communication - Commission Statements and Requests:** This is an opportunity for the Commission members to make comments and announcements to express concerns or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

None
8. **Subcommittee Reports:**

PUBLIC HEARING:

9. **Clark - Ramos Tentative Parcel Map (TPM # 4997):** (Continued to November 17, 2011). The applicant is requesting approval for a subdivision of land at 1791 East Kentucky Avenue Street (APN: 027-210-033-000) to subdivide a 72.49 acre industrial parcel into four (4) parcels. "Parcel" 1 would be approximately 17.76 acres, "Parcel" 2 would be approximately 24.44 acres, "Parcel" 3 would be approximately 15.14 acres, and "Parcel" 4 would be approximately 15.14 acres. The tentative map is categorical exemption from the provisions of CEQA as the project is considered a Class 15, Minor Land Division.

Applicant:	Robert E. Clark
Environmental Document:	Categorical Exemption
Staff Contact:	Paul L. Hanson, AICP, Senior Planner
Recommended Action:	Approve with Conditions
10. **Woodland Disposal & Recycling Facility Conditional Use Permit (CUP):** The applicant is requesting approval for a Conditional Use Permit to operate a small volume, less than 200 tons per day, wood debris chipping and

grinding recycling facility on approximately 1.8 acres of land at 1470 East Kentucky Avenue (APN:063-030-002) in the Industrial zone.

Applicant: Bali Soin, Woodland Disposal & Recycling Company
Environmental Document: Categorical Exemption
Staff Contact: Paul L. Hanson, AICP, Senior Planner
Recommended Action: Approve with Conditions

Motion: Commissioner **Murray** made a motion to approve the Woodland Disposal and Recycling Facility CUP, which was seconded by Commissioner **Wurzel**.

Ayes: Lopez, Wurzel, Murray, Barzo,

No's:

Abstain:

Motion #1: I Move that the Planning Commission approve the Woodland Disposal & Recycling Facility Conditional Use Permit based on the identified findings of fact and subject to the identified conditions of approval, by taking the following actions:

1. Confirmation of finding of exemption from the provisions of CEQA. This project is considered categorically exempt, a class 32, Infill Development. §15332 of the Public Resources Code.
2. Determine that the project, as conditioned, is consistent with the General Plan.
3. Determine that the project, as conditioned, is consistent with the Zoning Ordinance.
4. Approve the Woodland Disposal & Recycling Facility conditional use permit subject to the conditions of approval provided.
5. Direct that a CEQA Notice of Determination be filed.

NEW BUSINESS:

11. **JP Morgan Chase Bank Public Art:** The applicant, JP Morgan Chase Bank, is requesting approval for proposed public art in conjunction with the new Chase Bank at 304 Main Street.

Applicant: JP Morgan Chase Bank
Staff Contact: Paul L. Hanson, AICP, Senior Planner
Recommended Action: Review

Motion: Commissioner **Lopez** made a motion to approve the Public Art Proposal, which was seconded by Commissioner **Murray**.

Ayes: Lopez, Wurzel, Murray, Barzo

No's:

Abstain:

MOTION #1 I move to approve the public art proposal from JP Morgan Chase Bank subject to the following findings:

Findings

- The public art proposal fulfills the requirements of the Community Design Standards by incorporating public art into the commercial development and;
- The public art proposal was reviewed the Woodland Planning Commission

12. **Draft Resolution Concerning Written Comments for Meetings:** At the September 15, 2011 meeting, the Planning Commission directed staff to prepare a draft resolution to allow consideration for adding language to future public notices and agendas regarding review of public comments. After consideration, an action item may be placed on the following agenda.

Ayes: Lopez, Wurzel, Murray, Barzo

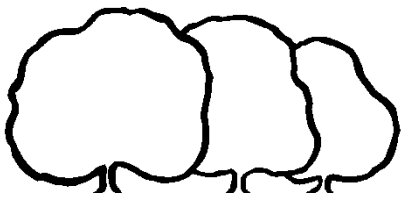
No's:

Abstain:

Motion: *The Commission requested that staff place this item on the next agenda as a formal action item.*

OLD BUSINESS:

13. Adjournment



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: December 6, 2011

SUBJECT: Community Development Department's Milestone Report

Report in Brief

Attached is the Community Development Department's Milestone Report. The report highlights new project submittals and major project activities for the department

As discussed in July 2010 staff report, the Milestone Report shall be provided to Council for its review on those months where City Council is not receiving the department's quarterly report. Below are the scheduled dates for City Council to receive the Milestone Report in fiscal year 2012.

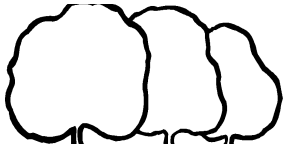
Dates:	No August Meeting	November 2011	February 2012	May 2012
	September 2011	December 2011	March 2012	June 2012

Prepared by: Evis Morales
Management Analyst

Reviewed by: Nicholas J. Ponticello
CDD Director

Kevin O'Rourke
Interim City Manager

Attachment: CDD Milestone Report



MILESTONE EVENTS

New Project Submittals and Project Activities

- Adam's Grain has been given a certificate of occupancy to use the grain storage building on East Street. The former grain building and planned Davis/Woodland Technology Center, was purchased by Adam's Grain with plans to modernize the facility and return the building to its former use. This time critical process was personally handled by the Building Official and Fire Marshal to ensure effective processing and inspections were carried-out in the most expeditious method.
- Porter Building – The first Redevelopment Agency loan for the project was fully expended in the summer. The \$200,000 loan was used primarily to finish a number of improvements necessary for Cambridge College's full occupancy of the first floor. Work continues on improvements necessary for occupancy of the second and third floors including electrical upgrades, elevator repairs, and revisions to an existing bathroom for ADA compliance. A second RDA loan of \$200,000 is helping fund this work.
- The Yolo County Transportation District Diesel Fueling Facility, 350 Industrial Way, building permit application and plans have been approved.
- The Stallard Commercial Building Seismic Retrofit and Remodel, 610 Main Street, building permit application and plans have been approved.
- Party City 12,700-ft² Retail Store Tenant Improvement, 1386 E. Main St, building permit application and plans have been approved.
- PG & E, through the Yolo Energy Watch/Yolo County, have agreed to fund the effort to have Deb Niemeier of UCD's Engineering Faculty and her students prepare climate action plans for the cities of Woodland and Winters.

PROJECT TITLE: **AT&T Mobility Cellular Tower:** Request for a Conditional Use Permit to allow the construction and operation of a 80-foot tall stealth telecommunications cellular tower in the shape of a pine tree (monopine) and to install related ground equipment on 624 square foot ground lease area on approximately 0.79 (34,500 sq. ft.) acres of land at 629 Lincoln Avenue in the Central Business District Zone

OWNER / APPLICANT: Pacific Telephone & Telegraph Company / AT&T Mobility

ENVIRONMENTAL REVIEW: Categorical Exemption

APN/SIZE: 006-563-99-000

PROJECT PLANNER: Paul L. Hanson, AICP, Senior Planner

STAFF RECOMMENDATION: Approval with Conditions

HEARING: January 19, 2012

GENERAL PLAN DESIGNATION: Central Commercial (CC)

ZONING DESIGNATION: Central Business District (CBD)

EXISTING LAND USES: AT&T Telephone Main Switching Facility

FLOOD ZONE: Zone "X" - Not an area subject to inundation by 1% annual chance flood event. FIRM Map Number – 06113C0445G
Revised June 18, 2010

STREET ACCESS: Lincoln Avenue and Second Street

**ADJACENT
LAND USES & ZONING:**

North	City Parking Lot	CBD
South	Office	CBD
East	Offices	CBD
West	Offices	CBD

PENDING/POTENTIAL ACTION: Staff recommends that the Planning Commission take action on the following items:

- Confirmation of finding of exemption from the provisions of CEQA. This project is considered categorically exempt, a class 32, Infill Development. §15332 of the Public Resources Code;
- Determine that the project, as conditioned, is consistent with the General Plan;
- Determine that the project, as conditioned, is consistent with the Zoning Ordinance;
- Determine that the project, as conditioned, is consistent with the Downtown Specific Plan;

- Approval of a Conditional Use Permit (CUP) allowing AT&T Mobility to construct and operate a 80-foot tall stealth telecommunications cellular tower in the shape of a pine tree (monopine) and to install related ground equipment on 624 square foot ground lease area on approximately 0.79 (34,500 sq. ft.) acres of land at 629 Lincoln Avenue in the Central Business District;
- Approved the public art “in-lieu” contribution of \$10,000.00;
- Direct that a CEQA Notice of Determination be filed.

PROJECT SITE DESCRIPTION: The proposed project is located in the City’s downtown area, border by Second Street to the east and Lincoln Avenue to the south and used for telephone switching equipment. The existing building has an approximate footprint of 16,200 square feet, on a 34,500 square foot parcel. There are fourteen (14) vehicle parking spaces at the northern portion of the site and a large (8,970 sq. ft.) landscaped area at the southern portion of the site.

PROJECT PROPOSAL: The applicant, AT&T Mobility, proposes to construct an 80-foot tall stealth telecommunications cellular tower in the shape of a pine tree (monopine) and to install related ground equipment within a 624 square foot ground lease area. The site, AT&T switching facility, is approximately 34,500 square feet (300’x115’) at 629 Lincoln Avenue in the Central Business District in the City of Woodland (**See Attachment A - Application**).

The proposed facility will include:

- ❖ Establishing a 36-foot by 17.5-foot equipment compound area with 12-foot high concrete mason block wall with “Old Town” brick veneer and 4-foot wide steel access door;
- ❖ Placement of a 20-foot by 11.5-foot prefabricated shelter within the equipment compound;
- ❖ Installing an 80-foot tall faux pine tree monopole within the equipment compound;
- ❖ Mounting up to 12 antennas in (2) three sector vertically stacked antenna arrays (two per sector) at a radiated center of 68 and 60 feet above ground level;
- ❖ Planting additional landscaping in an existing parking lot;
- ❖ Painting the existing building;
- ❖ Connecting to new and existing underground electrical and telecommunication facilities via a 2-foot wide by an estimated 85-foot long underground trench on the subject property for placement of all utilities.

The proposed location for the cellular tower is adjacent to the southwest corner of the existing building in an existing offset within the building foot print. The proposed cellular tower will be setback 95.4 feet from Second Street and 82.5 feet from Lincoln Avenue. Directly in front of the proposed cellular tower site is a 8,970 square foot (115’x 78’) of landscape area, which includes sixteen (16) trees, six (6) of which are mature fir trees ranging in height from 27 feet to 68 feet. The applicant has provided photo simulations and color renderings to aid in visualizing the change in view upon implementation of the proposed project (**See Attachment B – Photos Simulations**).

The proposal includes repainting the existing building to complement the historic downtown **(See Attachment C – Color Rendering)** and replanting landscaping in the existing parking lot which serves the building. The proposal also includes a request to make an “In-lieu” payment of \$10,000.00 towards providing public art.

BACKGROUND: The existing building, known as the Pacific Telephone and Telegraph equipment building, is operated by AT&T. The building was constructed around 1950 and has been expanded over the years. The current use of the property is in compliance with City code, but the building and landscaping has been experiencing deferred maintenances.

CITY SERVICES: The project site is currently served by City services. Water, sewage, electrical and telephone connections are currently on-site and no additional hook-ups would be required as a part of this application.

FLOOD ZONE: FEMA NFIP Development Requirements: Under the currently applicable Flood Insurance Rate Map (FIRM) (City of Woodland, California, Yolo County, Map Number 06113C0445G Map Revised June 18, 2010), the property is shown in Flood Zone “X” which is identified as “Areas determined to be outside of the 0.2% annual chance floodplain.”

APPLICABLE LAWS, CODES, AND ORDINANCES: The project is subject to the following laws, codes, and ordinances:

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

PUBLIC NOTIFICATION: Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland’s Municipal Code and state planning law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on January 9, 2012.
- Notices were mailed to all property owners within 300-feet of the project site on January 6, 2012.

Copies of the staff report for the proposed project have been on file at the Community Development Department since January 13, 2012.

ENVIRONMENTAL ASSESSMENT: This project qualifies for a categorical exemption from the provisions of CEQA, as the project is considered Infill Development. CEQA identifies this as a Class 32 exemption and is listed in §15301 of the California Code of Regulations.

This project qualifies for the categorical exemption from the provisions of CEQA, as the project is considered a Class 32 (CEQA Guidelines, 15332). CEQA identifies this as a Class 32- Infill Development exemption and is listed in Title 14, Article 19 §15332 of the California Code of Regulations. This class exemption is required to adhere to the following requirements:

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

The site is located within Woodland City Limits. The proposed project site (0.79 ac.) is less than five acres in size. The site is surrounded by urban development. The site consists of an AT&T switching facility. The site does not provide habitat for sensitive species.

As conditioned, the development of the site will not result in significant traffic, noise, air quality, or water quality impacts. Existing streets are adequate to serve the facility. The project will comply with City noise standards. Existing utilities (storm water, sewer, water, electrical, gas) are adequate to serve the proposed project.

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

REVIEWING AGENCY COMMENTS

The City's Development Engineering and Yolo County Environmental Health comments have been integrated into the recommended conditions of approval. Fire, Building, PG&E, and Environmental Operations had no comment on the proposal.

DISCUSSION

The Planning Commission's consideration of the project is governed by both the City's local zoning regulations and the Federal Telecommunications Act (47 USCS § 332). Under the City's local regulations, in order to approve the conditional use permit, the project must be consistent with the General Plan and Zoning for the site, the project must comply with the development standards for wireless telecommunication facilities set forth in the Woodland Telecommunications Ordinance and the Commission must make the findings required for a Conditional Use Permit per Article 27 of the Woodland Zoning Ordinance.

The Federal Telecommunications Act limits the Commission's consideration of the project under these local standards in two significant ways. First, the federal law prohibits the City from either conditioning or denying the project based on concerns stemming from the environmental effects of radio frequency emissions ("RF") if the proposed facility complies with federal RF standards. Secondly, the federal law prohibits the City from denying the project if (a) the facility is necessary to fill a significant service gap in the applicant's wireless network and (b) the facility is the least intrusive means of filling the service gap. The applicant has provided information on both items, 1) a RF Compliance report and 2) Zoning Coverage Maps, indicating the

proposed project complies with federal RF standards and is necessary to fill a significant gap. **(See Attachment D – Radio Frequency – Electromagnetic Compliance Report) and (See Attachment E – Zoning Coverage Maps).**

STAFF ANALYSIS

Staff supports this project subject to the recommended conditions of approval and provides the following analysis:

Telecommunications facilities are public utilities, which provide communications systems to meet the needs of residents and businesses in Woodland. The proposed facility would improve coverage, and in addition to meeting the needs of residents and businesses, would benefit public safety response to health and safety concerns.

GENERAL PLAN CONSISTENCY

The General Plan (GP) designation for the site is Central Commercial (CC) which provides for uses such as: retail and service uses, restaurants, banks, entertainment uses, professional and administrative offices, residential units above the ground floor, public and quasi-public uses, and similar and compatible uses. The following General Plan policies are applicable to wireless communication facilities:

GOAL 4.J

To promote adequate levels of utility services provided by private companies and ensure that these are constructed to minimize negative effects on surrounding development.

POLICIES

4.J.3 *The City shall promote initiatives for using emerging technologies such as fiber connectivity, wireless communications, data communications over broadband cable, and other capabilities where appropriate to improve and/or enhance Woodland's multimedia communications infrastructure.*

4.J.4 *The City shall promote technological improvements and upgrading of utility services in Woodland.*

GOAL 4.K

To expand the use of information technology as a communication tool in order to improve personal convenience, to reduce dependency on nonrenewable resources, to take advantage of the ecological and financial efficiencies of new technologies, and to develop a better informed citizenry.

POLICIES

4.K.1 *The City shall facilitate and support development of the infrastructure necessary for all residents to use and benefit from current and emerging communication technologies.*

4.K.5 *The City shall endeavor to ensure that the "public utility" telecommunications infrastructure for high-speed networking will not be dependent on any one media, but will incorporate CATV, wireless, fiber optics, and other technology, as appropriate.*

The proposed project as conditioned is consistent with General Plan.

CONSISTENCY WITH OTHER ADOPTED PLANS

The project site falls within the planning area of the Downtown Specific Plan, District D. The proposed location is not located within the National Registered Downtown Historic District.

***District D – Mixed Use District.** This area located on the north side of Lincoln Avenue, includes a diverse mix of land uses, including industrial, office, residential, and institutional uses.*

The proposed cellular tower addition to the existing AT&T switching facility is provided for in the Downtown Specific Plan as a quasi public use. The following Downtown Specific Plan policy is applicable to wireless communication facilities:

5.1. Information Technology

The City encourages the use of information technology. Increased use of information technology can increase interaction and cooperation among the community, government, industry, and education. The City will continue to make efforts to support and facilitate the development of the infrastructure necessary for all residents to make use of and benefit from current and emerging communication technologies.

The applicant has designed the project to reduce the visual impact of the monopole through the use of stealth techniques. Specifically, a monopine design intended to blend in with the surrounding area. The proposed design of the monopine was selected because (1) the location is adjacent to the existing building and (2) the location is behind an 8,970 square feet of landscaped area featuring mature fir trees. The monopine will simulate a redwood tree with brown bark cladding and green artificial tree limbs.

The proposed concrete equipment enclosure located adjacent to the existing building on the southwest portion on the site is composed of the two walls fixed against the existing building. The enclosure is twelve (12) feet in height with the longest wall, 36 feet in length, facing Lincoln Avenue and the other wall, 17 feet 4 inches, facing the adjacent parking lot. The new walls are proposed of concrete masonry blocks with an “Old Town” brick finish (brick veneer), complimenting the historic downtown.

The project proposal includes repainting the existing building. The applicant has employed local architect, Duane Thomson, AIA, to prepare color renderings and color samples for the project. The building is not historic, so the focus is on a painting scheme that compliments the historic downtown (**See Attachment C – Color Rendering**). The colors being proposed include Moody Blue, Porpoise, and Dorian Gray. The new exterior paint design will be a positive addition to Woodland’s historic downtown and **staff is recommending approval of the monopine and building paint design.**

The project as conditioned is consistent with the Downtown Specific Plan.**ZONING CONSISTENCY***Land Use*

The zoning designation for the site is Central Business District, (CBD) District D. The project is subject to the City’s Wireless Communication Ordinance. The Wireless Ordinance allows for monopole facilities in commercial areas provided a Conditional Use Permit is granted from the Planning Commission in accordance with Article 27 (Conditional Use Permit) of the City’s Zoning Ordinance.

Under the City's Wireless Ordinance, the proposed monopole requires a Conditional Use Permit from the Planning Commission because the facility is not exempt under the Wireless Ordinance and is specifically listed under Section 4, Conditional Use Permit, (H) Monopole facilities in commercial and industrial zones.

The City's Wireless Ordinance requires compliance with minimum physical standards and other requirements as deemed appropriate by the Planning Commission. The minimum physical standards include:

- (i) Adequate access shall be provided.
- (ii) Minimally visible when viewed from the public street or other public right-of-way.
- (iii) No reduction in parking below that required by local ordinance.

The proposed project, as conditioned, meets regulatory requirements of the City's Wireless Ordinance.

Setbacks

Per the Downtown Specific Plan, the setback requirement for this location, Area D, is the average setback on the block where the project is located. The average setback is approximately 36 feet from back of sidewalk. The proposed monopole will be approximately 82 feet from back of sidewalk along Lincoln Avenue and 95 feet from back of sidewalk along Second Street. The equipment shelter setback matches the existing wall of the building at 72 feet from back of sidewalk along Lincoln Avenue. The equipment shelter setback from the adjacent property is 14 feet with the existing building at 10 feet from the adjacent property. **The proposed monopole complies with the setback requires of the Downtown Specific Plan.**

Height

Article 25 of the Zoning Regulations commencing with Section 25-25-10 addresses exempts from height limitations:

- B. *Belfries, chimneys, church spires, cupolas, and domes, distribution and transmission facilities, fire and hose towers, flag poles, radio, and television aerials, smoke stacks, towers, water tanks, wind energy conversion systems.*

The Downtown Specific Plan, the maximum height allowed for buildings is 60 feet. However, the City's Wireless Ordinance limits the height to the minimum functional height required for a monopole. The proposed monopole is 80 feet in height in order to meet its functional height requirement.

Section 25-21-80-7-C of the Wireless Telecommunications Facilities Section in the Zoning Code states that the Panning Commission may approve an increase in height upon making the determination that the additional height is necessary to meet the technical requirements of the facility at a specific location and that the health, safety and welfare of the public warrants the increase in height. The proposed wireless telecommunications facility is 80' high. At this height AT&T Mobility states - *they will be able to provide adequate coverage to adjacent neighborhoods. Along with this facility and other existing and potential sites throughout Woodland, AT&T Mobility will provide comprehensive service throughout Woodland.* **(See Attachment E - Zoning Coverage Maps).**

Lot Area

The Central Business District zone does not specify a minimum lot area. The Central Business District zone is developed with performance criteria that dictate the amount of vehicle parking, shade, lot coverage, setbacks, and other performance variables. The proposed monopole and associated equipment with the recommended conditions, meets those performance criteria.

Off-Street Parking

Article 23 of the Zoning Regulations commencing with Section 25-23-10 addresses off-street parking and loading requirements. The proposed project does not trigger additional parking and the project location provides sufficient on-site parking spaces for the project.

The monopine and equipment enclosure will be constructed on level ground adjacent to the existing building lot. Access to the site is by way of a fully developed driveway off Second Street into the parking lot for the existing building. The proposed project will not adversely impact parking or circulation. The applicant estimates that a technician will visit the site one or two times per month for routine maintenance. The applicant will use the driveway access off Second Street to access the site; additional parking will not be required.

Landscaping

Article 22 of the Zoning Ordinance commencing with Section 25-22-10 addresses landscaping requirements. As part of the project, the applicant has submitted a landscape plan to replant the existing landscape planters within the existing parking lot. **Staff recommends a condition of approval that the landscape plans also include upgrading all on-site landscaping including additional landscaping to screen an existing transformer along Lincoln Avenue and the raised planter along Second Street. The proposed project, as conditioned, meets all regulatory requirements of the Zoning Ordinance.**

If concerns regarding the operation of this use results in conflicts with the adopted City goals and/or policies pertaining to appearance, exterior noise, or other factors that could detract from the historic downtown in the future, **staff recommends a condition of approval, allowing the Community Development Director to refer the use permit back to the Planning Commission for possible mitigation measures.**

Public Art

Per City requirements, commercial development is required to provide public art. The applicant proposes a cash contribution of \$10,000 “in-lieu” of providing public art. Staff believes that for small projects, collecting funds to be used towards public art enables the City to commission larger pieces and to locate them in public spaces. The typical public art projects ranges between 1% and 2% of construction cost. The \$10,000.00 amount represents 2% of the \$500,000.00 project cost. The Commission will need to review and approved public art in-lieu contribution.

CONDITIONAL USE PERMIT: Article 27 of the Zoning Regulations commencing with Section 25-27-01 addresses conditional use permits. The Planning Commission may approve, conditionally approve or deny an application for a conditional use permit; and in authorizing a conditional use, may impose such requirements and conditions with respect to location, construction, time period, maintenance, and operation, as deemed necessary for the protection of adjacent properties and the public interest, when reasonably related to the use of the property.

Before granting any conditional use permit the Planning Commission shall be satisfied that, the proposed structure or use conforms to the requirements and the intent of this chapter and the General Plan. The zoning designation for the site is commercial. Within this zone, monopole telecommunication facilities are only permitted with a conditional use permit.

APPEAL: The Planning Commission action on the conditional use permit shall be final unless, within **fourteen (14) calendar** days after the decision, the applicant or any other person including the City Council, an individual City Council member, or the City Manager, not satisfied with the decision of the Planning Commission, may appeal to the City Council. No conflict of interest shall solely by reason of the filing of an appeal by the City Council, and individual City Council member, or the City Manager. Any appeal shall be filed with the City Clerk and, except an appeal by the City Council, an individual City Council member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. The City Clerk shall set a date for a public hearing and shall give notice to the appellant, the applicant, and neighboring property owners in the manner provided in Section 25-27-20.

RECOMMENDATION: Staff recommends **approval** of the conditional use permit by making an affirmative motion as follows:

Motion #1: I Move that the Planning Commission approve the AT&T Mobility Cellular Tower (monopine pole) Conditional Use Permit based on the identified findings of fact and subject to the identified conditions of approval, by taking the following actions:

1. Confirmation of finding of exemption from the provisions of CEQA. This project is considered categorically exempt, a class 32, Infill Development. §15332 of the Public Resources Code;
2. Determine that the project, as conditioned, is consistent with the General Plan;
3. Determine that the project, as conditioned, is consistent with the Zoning Ordinance;
4. Determine that the project, as conditioned, is consistent with the Downtown Specific Plan;
5. Approve the AT&T Mobility Cellular Tower Conditional Use Permit to allow the construction and operation of a 80-foot tall stealth telecommunications cellular tower in the shape of a pine tree (monopine) and to install related ground equipment on 624 square foot ground lease area on approximately 0.79 (34,500 sq. ft.) acres of land at 629 Lincoln Avenue in the Central Business District Zone subject to the conditions of approval provided;
6. Approved the public art “in-lieu” contribution of \$10,000.00;
7. Direct that a CEQA Notice of Determination be filed.

-OR-

Should the Commission decide to deny the project, the motion should be made as follows:

Motion #2: Move that the Planning Commission deny the conditional use permit for the AT&T Mobility Cellular Tower, based on the identified findings of fact (specify findings).

ATTACHMENTS:

- Attachment A: Application & Project Site Plan
- Attachment B: Photos Simulations
- Attachment C: Color Rendering of the Building
- Attachment D: Radio Frequency – Electromagnetic Compliance Report
- Attachment E: Zoning Coverage Maps

FINDINGS FOR PROPOSED AT&T MOBILITY CELLULAR TOWER CUP

Prepared for approval by the Woodland Planning Commission on January 19, 2012.

FINDINGS

CEQA

1. In accordance with the provisions of CEQA, this project qualifies for a categorical exemption. The project is considered a Class 32 exemption, infill development.
2. The review of the project as defined under CEQA represents the independent judgment of Woodland City Staff.
3. The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the Community Development Department, Planning Division, at 520 Court Street, Woodland, CA.

GENERAL PLAN CONSISTENCY FINDINGS

1. The proposed project, as conditioned, is consistent with the provisions that have been outlined by the General Plan

ZONING CONSISTENCY FINDINGS

1. The proposed project, as conditioned, meets all regulatory requirements of the Zoning Ordinance
2. The project is consistent with the Zoning Ordinance, which allows monopole telecommunication facilities in the commercial zone with a conditional use permit.

DOWNTOWN SPECIFIC PLAN FINDINGS

1. The proposed project, as conditioned, meets all regulatory requirements of the Downtown Specific Plan
2. The project is consistent with the Downtown Specific Plan, which allows quasi public building and uses in the Central Business District, Area D.

CONDITIONAL USE PERMIT FINDINGS

1. Adjacent properties are protected and the public interest is protected.
2. The conditions of approval are reasonably related to the use of the property.
3. The City is satisfied that the proposed structures and uses conform to the requirements and the intent of the Zoning Ordinance and the General Plan.
4. The design of the project and improvements will not cause public health problems. Utilities are available to the site.
5. The project is consistent with Article 27 of the Zoning Ordinance in that the proposed use is permitted as a conditional use in the zone and that the use is allowed subject to conditions with respect to location, construction, time period, maintenance, and operation, as deemed necessary for the protection of adjacent properties and the public interest, when reasonably related to the use of the property.

CONDITIONS OF APPROVAL:**Community Development Department**

1. The project is as described in the staff report prepared for the January 19, 2012 Planning Commission meeting. The project shall be operated and constructed as described in the application and as depicted on the site plan dated 10/5/11 included in the staff report, Attachment A, except as modified in these conditions of approval and with any changes necessary to meet city codes and specifications.
2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
3. Secure approval and satisfy requirements of all agencies that have jurisdiction.
4. Final Plan Set: Prior to the issuance of building permits, the applicant shall include a Final plan set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s).
5. The conditional use permit must be exercised within one year of issuance, or it shall be null and void without further action; except that the Community Development Director may extend the approval of a use permit for one (1) additional year, with the same conditions of approval, if circumstances have not changed. The request in writing must be received prior to the expiration of the use permit.
6. The applicant shall comply with the design requirements as set forth in the Downtown Specific Plan for any exterior modifications to the building as it pertains to this project. The Planning Division shall review all proposed changes for compliance with these standards.
7. The conditional use permit shall not be issued until the appeal period has expired or final action on an appeal has been rendered.
8. At the time of submittal for building permit, Site Plan Review shall be performed by the Planning Division to ensure substantial compliance with the approved set of plans, pursuant to the requirements of Section 25-21-60 of the Zoning Ordinance.
9. The colors and materials of construction of the new structures shall be reviewed and approved by the Planning Division prior to building permit issuance. Colors and materials shall match the submitted photos used to represent the monopine except as modified in these conditions of approval.
10. At the discretion of the Community Development Director, any replacement and/or upgrade of the antennae and associated equipment shall require approval by the Planning Commission.
11. At the time of submittal for building permit, Final Landscape Plans shall be reviewed and approved by the Planning Division to ensure substantial compliance with the approved set of conceptual landscape plans, pursuant to the requirements of Article 22 of the Zoning Ordinance, the Downtown Specific Plan and Community Design Standards.

12. Final landscape plans shall include upgrading all on-site landscaping and irrigation, including replanting of the raised planter along Second Street and landscape screening of the existing transformer along Lincoln Avenue. Final Landscape design to be approved by the Community Development Department.
13. Enter into a landscape Maintenance Agreement. A Landscape Maintenance Agreement with the City shall be recorded prior to issuance of a building permit to assure continuing maintenance.
14. The project shall be designed and operated consistent with the following:
 - a) No signs, other than warning, FAA structure identification, and safety signage, shall be located on the tower or ancillary facility.
 - b) The “Pine Tree” (pole) shall taper, so the width of the pole at the top is less than the base in order to better simulate a living tree. The top of the tree shall be designed to simulate a living pine tree and shall not end with a flat top.
 - c) Bark cladding shall have a textured appear (bark-like) to better simulate a living tree.
 - d) All antennas shall be camouflage with an "antenna sock" outfitted with pine needles or similar.
 - e) The color of the “pine tree” shall match that of an “evergreen tree”. These colors tend to be green leaves/needles and brown branches and bark.
 - f) The “Pine Tree” (pole) shall not have any form of steps, ladder or pegs protruding from its side.
 - g) Lights are not permitted on the “Pine Tree” (pole). Lights (low-wattage) are permitted within the work area, provided that they are appropriately shielded and/or directed to keep glare from surrounding areas, and the lights shall have low foot-candles (no greater than four foot candles).
 - h) All coaxial cables must be routed through the pole. No “doghouse(s)” will be allowed above the 12-foot screen wall.
 - i) Projections or appendages of any sort are not permitted, except for those related to a common Stealth Telecommunications Tower (Pine Tree). If there is equipment projecting outward, they shall be “socked”, screened behind branches and/or shall be painted a color similar to the bark or branch needles.
 - j) The branching pattern on the “stealth” facility shall be a maximum of 18 inches of height between each other and the lowest branch on the “tree” would need to be a maximum of 20 feet from the ground.
 - k) Final design of the “pine tree” to be submitted to the Community Development department for review and approval.
15. The “tree” shall be kept in a clean and properly maintained manner. Should the elements deteriorate any portion of the tree, new items of similar likeness shall be installed, replacing the deteriorated items.
16. In coordination and upon request by either or both Police Department and Fire Departments, a frequency/intermodulation study shall be prepared. Service shall not be initiated until the departments have reviewed and found the study to be acceptable.

17. 45 days from the initiation of service, the applicant shall provide the City certification by an RF engineer, stating the RFR measurements meet the FCC Radiofrequency (RF) Radiation Standards. .
18. The 4-foot wide steel access door to equipment area shall be powder coated black.
19. The proposed trenching (Sheet A-3) within the landscape area containing trees shall be reviewed by a California certified Arborist. Applicant shall submit a Tree Protection Plan from a California certified Arborist. This Plan shall identify the trees and specific measures to be taken to protect the trees during construction and the long range care and preservation of the trees. The plan shall also address the replacement of any unhealthy or failing tree(s).
20. Applicant to submit for review a geotechnical soils report with construction documents.
21. Upon request, applicant shall provide a written report detailing compliance with Conditional Use Permit to the Community Development Department.
22. Applicant shall provide the Community Development Department with a check for the sum of \$25 made out to Yolo County. This money is used to record the environmental document with Yolo County.
23. Applicant shall provide a 10,000.00 public art “in-lieu” contribution. This contribution to be used towards any public art project (public or private) within the downtown at the City’s discretion.
24. If the operation of this use results in conflicts with the General Plan, Zoning Ordinance, or Downtown Specific Plan pertaining to appearance, exterior noise, or other factors that detract from the historic downtown, at the discretion of the Director of Community Development, this conditional use permit may be submitted to the Planning Commission for their subsequent review at a public hearing. If necessary, the Planning Commission may modify or add conditions of approval to mitigate such impacts, or may revoke the said conditional use permit approval. Possible mitigation measures may include, but are not limited to, additional screening of the tower, noise mitigation measures, or other measures deemed necessary by the Planning Commission.

Development Engineering Division

25. The project shall obtain an encroachment permit for any work within the public right of way; pay all applicable fees and prepare plans in compliance with City Standards. Disruption of non compliant ADA facilities may require the removal and replacement of said facilities.
26. Lincoln Avenue was paved in 2009 and the trench cut moratorium continues through July 7, 2012. If the construction work is scheduled to occur prior to this date the encroachment permit may require the conduits to be installed by boring, or alternatively require additional pavement repair including but not limited to slurry sealing or overlaying half of Lincoln avenue where the trench.

Yolo County Environment Health

27. Prior to handling hazardous materials in quantities than 55-gallons, 500-pounds, or 200-cubic feet, or generating hazardous waste at the facility, a Hazardous Material/Waste Application Package (Business Plan) shall be completed and submitted to Yolo County Environmental Health (YCEH). For information call YCEH at (530)666-8646.

PG&E

28. The relocation of any existing PG&E facilities will be done at the applicant's expense. The applicant shall contact USA at (800) 227-2600 to locate existing facilities prior to digging.

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STAFF REPORT

PROJECT TITLE: **Parkview by ALC IV Woodland Spring Lake, LLC – Submittal of a Specific Plan Amendment, Tentative Map # 5004 and Development Agreement, - A** proposed Spring Lake Specific Plan amendment to rezone a 10-acre school site and 6.22 acre multi-family residential R-20 site to Residential Single Family R-8; a proposed Tentative Subdivision Map # 5004 to develop 108 single family lots at a proposed density of 6.67 dwelling units per acre and modify the Housing Element Inventory of Available Sites and a Development Agreement.

APPLICANT: **Meridian Realty Consultants; P.O. Box 1008, Santa Margarita, Ca 93453**

OWNER: **ALC IV Woodland-Spring Lake, LLC; 811 El Capitan, Suite 210, San Luis Obispo, CA 93401**

LOCATION: Subject property is located South of the existing Jack Slaven Park, East of Mickle Avenue, West of the existing subdivision trail; and north of Heritage Parkway. APNs 42-010-083 and 084

PROJECT PLANNER: Cindy A. Norris, Principal Planner

STAFF RECOMMENDATION: Recommend City Council Approval with Conditions

REPORT FOR: Planning Commission Public Hearing – January 19, 2012

ENVIRONMENTAL REPORT: Addendum to the Environmental Impact Report (SCH #99022069), Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000.

Pursuant to Government Code Section 65457(a), (15182 of the CEQA Guidelines), any residential development project, including any subdivision, or any zoning change, that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, does not require additional CEQA review.

PARCEL SIZE: 16.22 acres

GENERAL PLAN Planned Neighborhood (PN)

DESIGNATION:

SPECIFIC PLAN DESIGNATION: Multi-Family Residential (R-20) and School

EXISTING LAND USES: Infrastructure roadway improvements on Mickle Avenue, Mack Way and Heritage Parkway; Vacant land

FLOOD ZONE: Zone X (Areas Determined to be outside the 500-year floodplain), Flood Insurance Rate Map (FIRM), Community Panel Number 060423-440F, revised April 2, 2002

STREET ACCESS: Mickle Avenue, Mack Way, Heritage Parkway

ADJACENT LAND USES & ZONING:

North	Jack Slaven Park	Parks
South	Heritage Parkway; Vacant Heritage 4A	R-4 Residential
East	KB Homes; Village 3	R-5 Residential
West	Centex, Village 4	R-5 Residential

PENDING/POTENTIAL ACTIONS: That the Planning Commission recommends that the City Council take the following actions:

1. Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (**Attachment "F"**);
2. Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed ALC IV Woodland Spring Lake, LLC Specific Plan Amendment (**Attachment "G"**);
3. Adopt the attached Resolution No. _____, amending the Housing Element list of available sites (**Attachment "H"**).
4. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No.5004 and "Conditions of Approval" to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment "I"**).
5. Adoption of Ordinance No. _____, authorizing the City Council execute the Project Development Agreement.(**Attachment "I"**)

PROJECT SITE DESCRIPTION: The project site encompasses approximately 16.22 acres located on two parcels of land, Lot O and Lot N, within the original Turn of the Century (TOC 160 West Vesting Subdivision Map #4649 and is surrounded by developed land. The subject properties are located South of the existing Jack Slaven Park, East of Mickle Avenue, West of the existing subdivision trail; and north of Heritage Parkway. No walls have been constructed on the site. The two subject parcels are vacant and have been disked. APNs 42-010-083 and 084.

BACKGROUND: The entire SLSP area had been pre-zoned under Ordinance No. 1346 adopted July 2, 2002 by the City Council of the City of Woodland. The original subdivision of the two subject parcels was approved on August 19, 2003 as part of the Turn of the Century, TOC, 160 West Tentative Parcel Map #4649 in which Lot N and Lot O were set aside for a 10 acre school site and a 6.25 acre multi-family site. (**Attachment “A”**). As part of prior actions, some of the development requirements have been satisfied, including affordable housing for the 6.25 acre R-20 site and the Agricultural and Hawk mitigations. Additionally, much of the key surrounding infrastructure has been constructed.

In April 2005, an Affordable Housing Dedication Agreement was entered into between the City and several development interests (HTW West Ventures, a Delaware LLC; Turn of the Century, a Delaware LLD; Russell Ranch Development, Inc). The development group agreed to dedicate a multi-family parcel of land for the purpose of constructing affordable housing. This dedication satisfied all or a portion of the affordable obligation for four (4) multi-family parcels (TOC North, TOC South, Beeghly, and Russell). The TOC North parcel (USA Properties) was dedicated and satisfied the entire affordable obligation for the TOC South parcel (The subject R-20 parcel in the Parkview application), and the 20 percent very low obligation for the Russell and Beeghly parcels.

The proposed project site has previously satisfied the Agricultural Land Mitigation and Hawk mitigation requirements through a permanent conservation easement on the “Heidrick” property located one mile east of Hwy 113 and one mile north of Road 29. The City received verification from the State Department of Fish and Game that the property qualified as Swainson’s Hawk Habitat. The full 160 acres in the original subdivision have been mitigated.

The project site is bounded by improved infrastructure including Jack Slaven Park to the North, an existing 40 foot wide subdivision greenbelt to the East, as well as access roadways Mickle Avenue to the west, Heritage Parkway to the south and Mack Road located between the two parcels.

PROJECT PROPOSAL: The project application request is for approval of a Specific Plan Amendment, Tentative Subdivision Map #5004, Development Agreement as well as modification to the Housing element list of affordable sites. The project proposal requests that 17.13 gross acres of land be allowed to develop as single family R-8 (6-8 dwelling units per acre) at a net density of 6.67 dwelling units per acre resulting in 108 single family lots.

SPECIFIC PLAN AMENDMENT REQUEST

The applicant has proposed rezoning both the 6.25 acre, R-20 multi-family (16-20 dwelling units/acre) site and 10 acre school site to an R-8 single family (6-8 dwelling units per acre) designation, (**Attachment “B”- Amendment Map**). The action to rezone the designated school site would result in the second school site in the Spring Lake Master Plan to be designated for development. These two sites have been released for development by the Woodland Joint Unified School District. One elementary site remains and is located south of East Heritage Parkway. A possible future site south of Pioneer High School, north of Farmers Central Road exists that has previously been designated as a middle school site.

HOUSING ELEMENT LIST OF AFFORDABLE SITES

The action to rezone the R-20 multi-family site will require modification to the list of potential affordable development sites in the Housing Element. This site qualified to be included in Housing Element due to its default density of R-20. Down zoning this site will require designation of a suitable alternate affordable housing site. The possible affordable units from the mapped R-20 site in the Spring Lake Central Unit 1 have been identified as the replacement site. **(Attachment “H”)**

TENTATIVE SUBDIVISION MAP

The City of Woodland Subdivision Ordinance, Section 21-4-6 Phasing Plan, outlines the requirements for phasing of tentative maps. The current project proposes to split the subject map into three phases. Phase I is 4.83 net acres and 36 single family units, Phase II is 5.12 net acres and 31 units, while Phase III is 6.21 net acres and 41 single family units. **(Attachment “C” Subdivision Map and Attachment “D” Lot Matrix).**

The development proposes 108 single family R-8 density lots which have lot widths ranging from 40 to 107 feet with an average 55’ lot width. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area Requirements, which requires a minimum lot size of 40 feet and an average of 45 feet. Lot depths range from 72 to 145 feet with an average 92 foot lot depth. The development has a minimum lot size of 3,758 square feet, maximum of 9,000 square feet and average of 5,117 square feet. The applicant has proposed to develop at the lower end of the density range allowed under the R-8 category which has a range of 6 to 8 dwelling units/acre. Phases I, II and III will have respective net densities of 7.45, 6.05 and 6.60 with a will have a combined net density of 6.67 dwelling units/acre.

Lot layout is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side on in a few cases. Homes will back on to East Heritage Parkway consistent with existing development in the area and homes will side on to the existing Jack Slaven Park, consistent with Standard 2.35.2 that prohibits lots from backing on to park land. These requirements resulted in some constraints to the internal layout of the map.

Infrastructure:

Perimeter collector and arterial roadways have been constructed. The development will construct all internal local streets and utilities and any project components including open space access paths and privacy walls.

The sewer system was designed to serve the former school property from Mack Way, with the zoning change of the property to single family dwellings, sewer service will be needed along the frontage of Mickle Avenue. Due to conflicts with other utilities in Mickle Avenue a modified sewer design placing the sewer main under the sidewalk is necessary.

Project access will be primarily from the Arterial East Heritage Parkway, the Collector Meikle Avenue and Local Street, Mack Way on to future local streets “A and B” and “C and D”. Four subdivision connection corridors have been provided with one accessing Jack Slaven Park at the end of Court “B” and three accessing the existing greenbelt at the end of Courts “F”, “E”, and

“C”. An ADA access pathway within park land will be required to allow access at this end of the park and will be constructed by the development.

The project will be required to construct a privacy/sound wall along East Heritage Parkway that is consistent in location, design, materials and colors with the existing adjacent fencing. This wall will be required prior to construction of Phase III. The cost of the privacy fence will be a Spring Lake Infrastructure Fee creditable cost.

DEVELOPMENT AGREEMENT

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers.

A Development Agreement was approved as part of the original TOC 160 West project on August 19, 2003 by the City Council. A revised agreement is included with this project review that will replace the original agreement for these two properties.

APPLICABLE LAWS, CODES, AND ORDINANCES: The project is subject to several laws, codes, and ordinances:

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

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

1. Legal notice was published in the Woodland Daily Democrat on or before, January 8, 2012.
2. Notices were mailed to all property owners within 300 feet of the project site on January 6, 2012.

Copies of the staff report for the proposed project have been on file at City Hall Annex since January 13, 2012.

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

- a. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff-identified errata;
- b. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
- c. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring Lake Planning Group LLC; and
- d. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project.
- e. November 16, 2010 (Resolution 5147) to amend the Spring Lake Specific Plan to remove reference to the Gibson Road Bike/Pedestrian overcrossing and the Class 1 bike path south of Gibson Rd between Pioneer High School and Woodland Community College.
- f. December 14, 2010 (Resolution No 5160) to amend the Spring Lake Specific Plan land use designations to relocate the neighborhood commercial and park site on the Cal West property, eliminate a school site and R-5 single family acreage and increase the R-8 and R-15 acreage.

CEQA CLEARANCE: On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearing House Number 1199022069; Resolution No. 4215 adopted August 15, 2000). 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 SLSP;
- b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata;
- c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;
- d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
- e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request form the Spring Lake Planning Group LLC);
- f) Addendum #6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis);
- g) Addendum #7 (Resolution No. 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); 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).

Section 15 182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

Section 15162 of the California Environmental Quality Act (CEQA) provides that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following have occurred:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the existence of reasonable diligence at the time the previous EIR was Certified as complete, shows the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - C. Mitigation Measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the Mitigation Measure or alternative; or
 - D. Mitigation Measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

Consistency with CEQA Requirements

The Parkview Specific Plan Amendment proposes an amendment to the land uses identified in the SLSP. The applicant proposes to rezone approximately 16.22 acres. The proposed project

results in the elimination of a 10-acre elementary school site and the rezoning of a multi-family site to single family. The application includes an increase in R-8 acreage.

As such, environmental impacts would be similar or lessened with the proposed revisions, as identified in the previous EIR.

Infrastructure Capacity

An infrastructure summary was provided which determined that the existing Spring Lake Specific Plan water, wastewater, and storm drainage systems can accommodate the proposed project and in fact there will be decreased demand. Therefore, infrastructure improvements beyond those anticipated in the SLSP, Turn of the Century EIR, are not required. A further summary is provided in (**Attachment "F"**) the CEQA Addendum.

Traffic

The traffic assessment evaluated two possible school development scenarios – a 450 student population and a maximum 850 student population. It was found that the R-8 zone change would decrease daily traffic trips between 27% and 46%. The A.M peak hour traffic could decrease by up to 82 percent while the PM peak hour traffic could decrease by as much as 47 percent.

Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed. Elimination of the 10-acre school site is based on determination by the School District Governing Board that the site is not necessary to serve the student population, as summarized in the CEQA Addendum.

The overall land disturbance area of the site, as well as net land uses within the SLSP would remain unchanged. Several impacts of concern in the previous EIR are directly related to land disturbance area. Therefore, the project would not have additional significant effects that were not discussed in the previous EIR due to proposed changes. Significant effects would remain generally unchanged.

Mitigation measures analyzed in the previous EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the previous EIR are not available, because the proposed changes are not substantial.

Significant changes in circumstances have not occurred since the adoption of the previous EIR. The Spring Lake Specific Plan was approved December 18, 2001. None of the conditions as described in subdivision (a) have occurred. As such, a new EIR is not required. A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to sections 15087 and 15072 is not necessary.

As documented in the EIR Addendum, a substantial increase in the severity of previously identified impacts will not occur as a result of the proposed Specific Plan Amendment (Rezone).

As a result, no subsequent 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.

Project Level Review:

The SLSP requires that each development application include certain project-level and property-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan. The following studies have been submitted with the subject application in fulfillment of these requirements (SLSP, Development Regulation 2.4 and page 9-1). Several were prepared with the original subdivision application and updates as necessary were prepared with the current project submittal:

- Biological Resources Assessment, Foothill and Associates, Spring Lake TOC 403 acres, April 28, 2003 (Development Regulation 7.1).
- Traffic Impact Study, TOC Tentative Maps 1-3, Grandy and Associates, May 27, 2003; update prepared by K.D. Anderson and Associates, Inc, May 18, 2011 (SLSP Development Regulation 4.10, 4.11 and Mitigation Measure 4.6-1).
- Environmental Noise Assessment, Spring Lake Residential Development #1, Bollard and Brennan, Inc, April 15, 2003, (SLSP, Development Regulation 2-4 and page 9.1).
- Cultural Resources Inventory, TOC Development, Cultural Resources Unlimited, March 2003, (SLSP Development Regulation 2-4 and page 9.1).
- Phase I Environmental Site Assessment, TOC 160 Acres and Beeghley Parcel, Geocon Consultants, April 2003, (SLSP Mitigation Measure 4.12-1).
- Geotechnical Engineering Investigation, Spring Lake Development 160 Acres, Wallace Kuhl and Associate, December 6, 2002; update, Engeo, Inc November 9, 2010.
- Infrastructure Capacity Assessment, Cunningham Engineering Corporation, April 27, 2011.

City staff have reviewed each of these studies and reached the following conclusions: 1) the studies satisfy the SLSP requirements; 2) applicable requirements or conditions recommended in the study have been included as Conditions of Approval for this project; 3) the studies identify no environmental circumstances specific to the site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

These studies and consistency determinations provide the substantial evidence to show that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA Mitigation Measures. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA documentation is required for the City to take action to approve this project.

GENERAL PLAN CONSISTENCY

The SLSP has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The proposed modifications to the Development Agreement and further phasing of the tentative subdivision map have been determined by staff to be consistent with the SLSP and General Plan.

Housing Element Consistency: The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to

meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

Housing Element Policy 2.21.

The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezone request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezone and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.

Staff feels that the proposed site rezoning and development at the R-8 density will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area. Further, there has been some concern with overconcentration of larger type multi-family affordable development projects in this immediate area. The USA properties site has a total of 156 affordable units and the Sacramento Mutual Housing R-25 site was approved to allow 100 affordable units.

Further, there is adequate basis to make findings to allow the R-20 site within the Spring Lake Central Unit 1 project site to be the replacement site for the affordable unit allocation due to the rezone. The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site. Tables 4, 5 and 7 in the City's Housing Element will be modified to reflect this determination.

One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family.

SPRING LAKE SPECIFIC PLAN CONSISTENCY

In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Plotting Plan to the extent applicable) and to the various implementing documents of the SLSP. The proposed Development Agreement and tentative subdivision map have been determined by staff to be consistent with the SLSP.

Spring Lake Specific Plan Design Standards

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

Land Use Modifications

Multi-Family vs Single Family Ratio in the Plan

The Spring Lake Specific plan identified a single family to multi-family ratio of 71% to 29% respectively. While this project is proposing to reduce the number of multi-family units and add single family units, it was determined that the required unit category mix has been maintained. Although multi family has been reduced, additional units have been provided in the Terracina project (31 units), and additional multi-family R-15 clusters (30 units) were provided in the Heritage and KB home areas. Further, not all of the single family projects have developed at the maximum unit potential. The average unit density for single family development approved and proposed is at 95.3% rather than a 100% density.

A review assessing all units that have been built, approved and proposed in the plan to date, shows that at this time, with the project amendment included, that there will be 2,963 single family units and 1,186 multi family units, resulting in a plan ratio of 71.4% single family to 28.6% multi-family. Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio identified in the Spring Lake Specific Plan.

Unit Type	Developable Units and acres (1)	Percent of Total	Comments
Single Family (R-3 to R-8 Density)	2,963	71.4%	Includes assumed zone change for Cal West and Parkview to rezone 20 acres previously designated for school use.
Multi-Family (R-15 – R25 Density)	1,186	28.6%	Includes the R-15 cluster units
Total Units	4,149		
Total developable acres and net plan density	684.9	4,149/ 684.9= 6.05 net density	Previous developable housing acres in plan 664.9; Net density in the approved SL plan 6.1du/ac

School site change

The action to rezone the designated school site would result in the second school site in the Spring Lake Master Plan being designated for development. These sites have been released for development by the Woodland Joint Unified School District based on student generation studies and needs analysis. The Woodland Joint Unified School District Governing Board determined, by vote on April 14, 2011, that the elementary school site is not necessary has released the site for other development. There will be one remaining elementary site located south of East Heritage Parkway. A possible future site that has been designated as a future middle school remains and is located south of Pioneer High School and north of Farmers Central Road.

A key land use component of the SLSP is the development of distinct neighborhoods, each with a defined activity-focal point generally consisting of an 8-acre park, 10-acre elementary school and a 2-acre commercial use. The elimination of the school site then emphasizes the park visually as a focal point to the neighborhood. Staff deferred to the School District in the determination of the need for a school site. The original concept of multiple small schools is not consistent with the economic realities for District. The need is for fewer larger schools that results in less maintenance and operation costs. The District are only able to obtain funding and construct a

school when student generation numbers reach specified levels, which they have not yet reached in Spring Lake. The proposed action is consistent with the Spring Lake Plan in that the changes requested by the regulating agency and that the park continues to function as a focal point for the neighborhood, even without the school site.

Spring Lake Financing Plan:

In order to maintain the fiscal and financial feasibility of the SLSP, it is the City's goal in implementing the SLSP that the number of constructed units be as close as possible to the number of planned units. A December 2008 amendment to the Spring Lake Infrastructure Fee plan increased the constructed density requirement to 100 percent of planned density in order to reduce the overall fee; in assuming a greater density, the fees are spread over a larger number of assumed units. This change was made at the request of the development community and has been built into assumptions in the Spring Lake Capital Improvement Plan (CIP). This project results in a net increase in Dwelling Unit Equivalents, which is the criteria on which fees are based.

A comparison of the estimated number of units and Dwelling Unit Equivalents (DUE) for the existing and proposed land use designations is shown in the Table below. The calculation is based on the approximate development density proposed by the applicant of 6.66 dwelling units per acre (du/ac), which is less than the possible maximum density (8 du/ac) that could be developed in an R-8 zone. Although the number of units overall is decreased, the dwelling unit equivalent (DUE) amount is actually increased. As a result, there is no "make up" of fees that would be required as a result of the proposed rezoning. See the table below for a comparison of existing and proposed unit and DUE counts.

Unit and DUE Comparison							
Existing Specific Plan			Proposed Specific Plan Amendment				
Land Use	Existing Land Use		Land Use	Proposed Land Use/Acreage		Net Change	
	Units	Acres		Units	Acres	Units	Acres
R-20 Multi-Family Residential (15 du/ac)	125	6.22	R-8 Single-Family Residential (6 - 8 du/ac)	41	6.22	- (84)	0
SCHOOL Elementary School	0	10.0	R-8 Single-Family Residential (6 - 8 du/ac)	67	10	67	0
Net Change for Units and DUEs							
Total Units	125		Total Units	108		- (17)	
Dwelling Unit Equivalent (DUE) 0.66*	82.5		Dwelling Unit Equivalent (DUE)	108		25.5	

- Multi-family has a Dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

The proposed rezone results in a net decrease in the total number of units, (-17), but for purposes of calculating the Spring Lake Infrastructure Fees (SLIF), the project results in a net increase generating fees equivalent to 25.5 DUEs.

Affordable Housing: The City General Plan (through the Housing Element) requires enforcing the provisions of the Spring Lake Specific Plan that require that ten percent (10%) of the units in a for-sale single-family residential project shall be affordable to low-income households.

In April 2005, an Affordable Housing Dedication Agreement was entered into between the City and several development interests, (HTW West Ventures, a Delaware LLC; Turn of the Century, a Delaware LLD; Russell Ranch Development, Inc). The development group agreed to dedicate a multi-family parcel of land for the purpose of constructing affordable housing. This dedication satisfied all or a portion of the affordable obligation for four (4) multi-family parcels (TOC North, TOC South, Beeghly, and Russell). The TOC North parcel (USA Properties) was dedicated and satisfied the entire affordable obligation for the TOC South parcel (The subject R-20 parcel in the Parkview application), and the 20 percent very low obligation for the Russell and Beeghly parcels.

As a result of the Affordable Housing Dedication, the R-20 multi-family site in question with this proposal transferred their entire affordable obligation to an offsite location. The 20 percent very low (25 units) and 10 percent low (13) -income units were “relocated” to the dedication site.

However, the 10 acre school site was not a part of the affordable dedication agreement. Therefore, if rezoned to a single family designation from a previous public / quasi-public designation it will then be obligated to provide the required 10% low income affordable units. Based on a proposed 67 units on the 10 acre site, a total of 7 low income affordable units have been included in the conditions. Further, this site would also be obligated to pay the Off-Site Affordable Housing fee of \$1,100 per market rate single family unit.

Building Unit Allocation Program – In order to ensure that the City will maintain an average annual growth rate of 1.7 percent citywide and still meet development needs, the SLSP required the development of a Unit Allocation Program (SLSP, page 8-3). The Building Unit Allocation (BUA) Ordinance (Ordinance No. 1343, was adopted April 16, 2002). The BUA Ordinance specified a maximum number of allocations in total to be allocated in three releases. There was no provision in that first ordinance to allow the addition of any BUAs to the plan area. As a result an amendment to the BUA Ordinance was approved on October 5, 2010 to allow the City the flexibility to add BUA units. (See **Attachment “I”** for amendment text). This project site is located within an area that was designated to be in the First Release. The multi-family units however did not require BUAs. As a result, with the approval of this project plan amendment, the City will also be recommending that an additional 101 BUA units be added to the plan area and that they be considered First Release units.

First Release Request

Being designated a First Release property has significance, particularly with the advent of the “Pay as you go” financial system, in that First Release now also results in a different payment obligation than being in a later release. The First Release participants may use up to 90 percent of the Fee Credit, whereas Second and Third release phases may only use 80 percent of the allowed Fee Credit. Further, the Second and Third Releases may not use fee credits until such time as they have paid their prorated share of the amount owed to the First Release and First Release properties have been paid back.

The First Release of 1,242 units was previously allocated and did not include these properties. However, the subject properties participated in the infrastructure improvements that were put in as part of the First Release. Therefore, staff has felt comfortable in recommending that any BUAs issues for this project be considered the same as other First Release properties for the purposes of fees and ability to use fee credits.

Growth Cap Analysis

The original growth cap restrictions were put in place to ensure that growth in Spring Lake stayed within the City's General Plan Growth Cap Policy 1.A.7:

The City of Woodland shall manage residential growth at an even and reasonable pace so that single family residential construction in new planned residential neighborhoods does not exceed 5,000 houses by the year 2020 per approved Specific Plans. The intent is to limit the number of building permits each year, adjusting for market fluctuations. The intent is not to limit infill and multi-family development, including multi-family development in approved neighborhoods.

A tally of development since the 2000 Census as well as a projection of future development possible through 2020 has been provided. The 2000 Census is the baseline year from which the housing count was started. The City has tracked growth for subsequent years. Growth in that time period has occurred primarily in the Southeast Area Specific Plan and Spring Lake Specific Plan areas. Since Fiscal Year 2001 through October 2010 a total of 1,882 single family units have been built. For the ten (10) year period, this is an average growth rate of 188 units. A balance of 3,118 units remains until the cap of 5000 is reached. Through the fiscal year 2020 this results in a possible annual unit rate of 312.

The growth cap was intended to limit the extent of growth per year. At the time it was put in place there was concern that development would be occurring at a pace of 400 units per year or greater. However, that maximum unit amount had never been reached and given the economic situation staff does not believe that the 5000 unit cap will be achieved by 2020. Furthermore, it is unlikely that planning, review and construction will occur in the Master Planned Remainder area any time soon. Also, in order for growth to happen in that area a specific plan, EIR and annexation are required which will take several years to accomplish. It is also unknown what shape the remainder area will take and what uses will ultimately be approved. Assessment of growth and unit allocation will be evaluated at that time as well.

Therefore, staff does not feel that allowing additional units to the BUA maximum will cause the City to exceed the growth cap prior to 2020.

ZONING ORDINANCE CONSISTENCY

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

Community Design Standards: Requirements for community design have been established per the SLSP Design Standards. SLSP area is excluded from the Community Design Standards, unless the language in the specific plan is ambiguous or silent. At that point, the Community Design Standards will take effect.

SUBDIVISION ORDINANCE CONSISTENCY

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

The subject property is comprised of two parcels totaling 17.13 gross acres. The applicant proposes to subdivide the property into three phases. (see **Attachment "C" – Tentative Map**).

The R-8 lots have lot widths ranging from 40 to 50 feet with an average 45' lot width. This meets the minimum requirements of Table 2.4 which requires a 40 foot minimum and 45 foot average.

The proposed R-8 lots range in size from 3,758 to 9,000 square feet with an average lot size of 5,117 square feet. Lot widths at frontage range from 40 to 107 feet with lot width averages at 55 feet. Lot widths are measured at a point midway between the front and rear property lines.

The proposed circulation pattern consists of an Arterial level street: East Heritage Parkway and a Collector Street: Mickle Avenue, which is a north/south collector. A local street, Mack Way is existing and bisects the two parcels. This ring of existing perimeter roadways sets the framework for the subdivision layout.

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

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

Consistency with Other Land Use Plans: The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

REVIEW AGENCY COMMENTS: The application was circulated for review by agencies of jurisdiction. Comments that were received were incorporated as conditions of approval. The Fire and Building Departments had no comments. Comments from Development Engineering, Redevelopment/Housing, Public Works, Police, Yolo Solano Air Quality Management District, the Woodland Joint Unified School District and AT & T have been incorporated as Conditions of Approval.

Yolobus: The Yolo County Transportation District provided a letter requesting that the City consider keeping the R-20 site as zoned, while allowing ALC IV Woodland to develop the former school site. The letter, dated October 13, 2011 is provided as **Attachment "E"**.

STAFF ANALYSIS: The initial project for the Spring Lake Plan Amendment was submitted on April 29, 2011 and the project was circulated for comments at that time. The application for a

Tentative Map was submitted on September 9, 2011 and was circulated for comments on September 27, 2011.

Staff supports this project based on Findings of Fact and Conditions of Approval as presented in **Attachment "I" - Findings of Fact and Conditions of Approval**. The following analysis addresses key areas of the Spring Lake Specific Plan's policies and regulations. A summary analysis of the SLSP policies and regulations is provided below for Planning Commission and City Council consideration.

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

Key areas of review include the following:

Affordable Housing Discussion – The Spring Lake Affordable Housing Plan requires that all residential projects provide certain percentages of units that are affordable to low and very low-income households. The project has been conditioned to provide 7 low income single family housing units.

Inclusionary Housing Agreement - Prior to the City approving the applicant's Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP).

Density– The SLSP establishes both maximum and minimum density for each land use category. For the R-8 category the minimum is 6 dwelling units per acre (du/ac) and the maximum is 8 du/ac. Acreages are already "net", meaning that arterials, collectors, and plan-level (as opposed to project-level) open space have been deducted from the gross acreages. Local streets and subdivision trails have not been deducted. The net density for the project is 6.66 dwelling units per acres and a gross density of 6.30 dwelling units per acre.

Lot Width Variation - Development Regulation 2.35.5 requires lot width variation. The intent of this regulation is to provide variation within a subdivision block. Lots in the subdivision vary from 40 to 107 feet with an average of 55 feet.

Cul-de-Sac Calculation – Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The TOC 160 West map provides 31 percent cul-de-sac. The proposed subdivision provides 46 percent cul-de-sac.

Block length – Development Regulation 2.34 and Table 2.4 lists the maximum block length as 600 feet with the goal of 10 homes on one side of the street. The overall street length on Miekle Avenue is 1,015 with an existing street block separation at Mack Road which is an existing condition. This provides for an upper existing block of 630 feet and a lower block length of 385 feet, resulting in an averaged block length of 507 feet. Lot widths along this segment vary from 50 feet to 61 feet which is consistent with the existing surrounding homes on Miekle Avenue. The addition of a subdivision trail in the upper block was not encouraged due to significant concerns of the maintenance and operation costs for such a trail feature and redundancy with the existing circulation system. It was felt that there is adequate pass through; particularly with the park access that additional pass through trail in this area is not necessary.

Street Loading – Development Regulation 2.31 requires homes to face a local residential street, two-lane collector, court or private street. Only the rear or side property lines may abut arterials and only side or front of units may abut collectors or greenbelts. The project design as proposed meets these requirements.

Back-on Lots – Development Regulation 2.35.2 prohibits residential lots from backing on to park land. Lots adjacent to Jack Slaven Park side-on to the park.

Duplex lots- The R-8 residential definition states that 50 percent of the corner lots are encouraged to be duplexes or half-plexes or they may be shifted to a mid block location. The intent of this provision is to provide diversity in lot sizes, housing types and housing price ranges. Staff has determined that the proposed project meets these diversity requirements without requiring additional smaller corner duplex lots.

Bicycle / Pedestrian Access – Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides four trail access points, one to the park and three to the existing Subdivision trail located along the eastern boundary.

Entry Sign – Per the Spring Lake Design Standards 1.6.2, the applicant has been conditioned to provide a neighborhood entry sign at the North East Corner of East Heritage Parkway and Miekle Avenue which may include a small scale monument or themed art piece.

Energy Efficiency – The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25 which requires that five (5%) percent of all units to have roof photovoltaic energy systems or other alternative energy system.

Water Conservation Ordinance – The project shall comply with the State Water Conservation Ordinance. This applies to all yard and public landscaping.

Fencing –

Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining.

Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in the Village 3 development. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.

Privacy/Sound wall. The required privacy/sound wall along north side of East Heritage Parkway shall be designed and constructed to be consistent with existing adjacent fencing. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits for Phase III. Landscaping and construction of the public improvements shall occur concurrent with adjacent development.

Agricultural Land Mitigation Program and Hawk Mitigation Requirements: Pursuant to within an area located within the targeted easement area known as the Heidrick Mitigation Property.

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

Consistency with Other Land Use Plans: The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

Zoning Consistency:

Lot Coverage - The maximum lot coverage is 50 percent.

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

Appeals: Any interested party, including the city council, any individual city council member, or the city manager, dissatisfied with the decision of the Planning Commission may appeal the decision to the City Council. No conflict of interest shall exist solely by reason of the filing of the appeal by the City Council, an individual City Council member, or the City Manager. Any appeal shall be filed with the City Clerk and, except an appeal by the City Council, a Council Member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. The clerk shall set a date for a public hearing and shall give written notice to the applicant of the time and date of the hearing.

RECOMMENDATION:

Staff recommends approval of the project by making an affirmative motion as follows: **I move that the Planning Commission recommend approval of the Parkview project to the City Council based on the identified Findings of Fact and subject to the identified Conditions of Approval, by taking the following actions:**

1. Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (**Attachment "F"**);
2. Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed ALC IV Woodland Spring Lake, LLC Specific Plan Amendment (**Attachment "G"**);
3. Adopt the attached Resolution No. _____, amending the Housing Element list of available sites (**Attachment "H"**).
4. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No.5004 and "Conditions of Approval" to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment "I"**).
5. Adoption of Ordinance No. _____, authorizing the City Council execute the Project Development Agreement.(**Attachment "I"**)

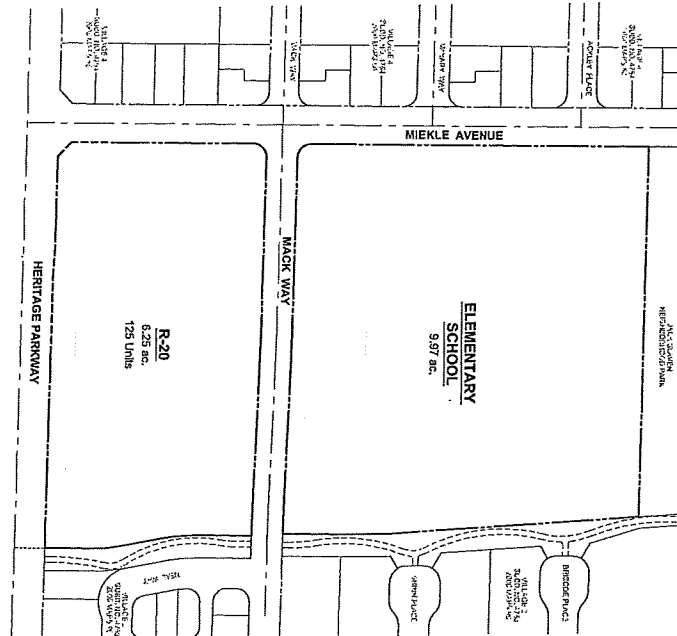
ATTACHMENTS:

- Attachment "A"** – TOC 160 West TM # 4649
Attachment "B" – Rezone Exhibit
Attachment "C" – Tentative Subdivision Map # 5004
Attachment "D" - Lot Matrix
Attachment "E" - Yolobus Letter Dated 10.13.11
Attachment "F" – Resolution Approving the CEQA Addendum
Attachment "G" – Resolution Amending Spring Lake Specific Plan with Exhibits
Attachment "H" – Resolution Amending Housing Element Sites list
Attachment "I" – Ordinance for Development Agreement with Findings and Conditions
Attachment "J" – BUA Ordinance Amendment Language

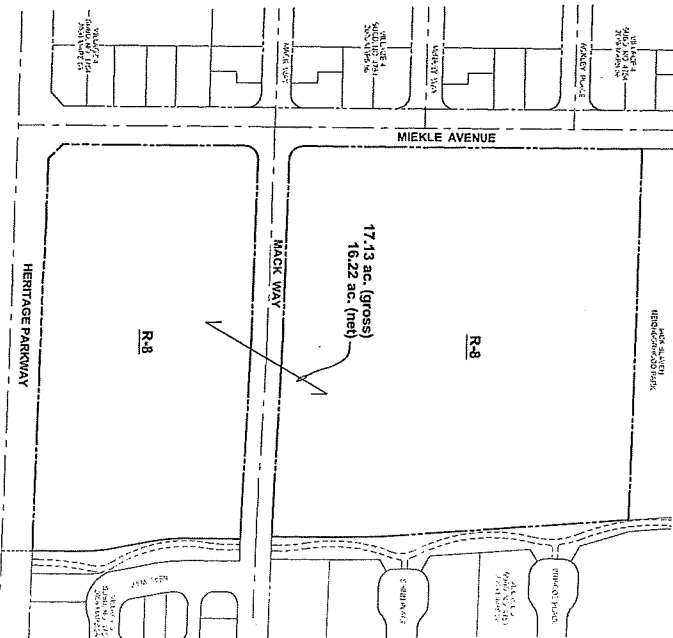
ATTACHMENT A

ATTACHMENT B

EXISTING SPECIFIC PLAN



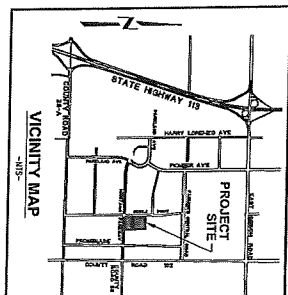
PROPOSED SPECIFIC PLAN



LAND USE SUMMARY

R-8
SINGLE FAMILY RESIDENTIAL (R-8 dtdnc)
MULTI-FAMILY RESIDENTIAL (R-8 dtdnc)
SCHOOL
EX. LOCAL ROAD
MACK WAY

EXISTING LAND USE		PROPOSED LAND USE		DIFFERENCE	
AREA	TOTAL UNITS	AREA	TOTAL UNITS	AREA	TOTAL UNITS
0.00 ac.	0	16.22 ac. (N)	108	16.22 ac. (N)	108
0.00 ac.	0	0.00 ac.	0	0.00 ac.	0
9.97 ac.	0	0.00 ac.	0	9.97 ac.	0
0.91 ac.	0	0.00 ac.	0	0.00 ac.	0
17.13 ac.	125	17.13 ac.	108	0.00	17



SPRING LAKE SPECIFIC PLAN AMENDMENT EXHIBIT PARKVIEW

CITY OF WOODLAND

CALIFORNIA



Project Planning • Civil Engineering • Landscape Architecture
2510 Spindrift Drive, Suite 200 • Davis, CA 95618 • (916) 756-7010
100 2nd Street, Suite 200 • Sacramento, CA 95811 • (916) 441-0500

NO.

DATE

REVISIONS

BY

APPD.

DESIGNED BY: SQ
DRAWN BY: JB
CHECKED BY: SQ
SCALE
1" = 200'

DATE: 06/28/11

JOB NO. 117222

SHEET 1 OF 1

1

RECEIVED
JAN 5 2012
City of Woodland

ATTACHMENT C

PROPERTY LINE

PROPOSED LOT LINE

EXISTING LOT LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

PROPOSED EASEMENT

EXISTING EASEMENT

PROPOSED ROAD CENTERLINE

EXISTING ROAD CENTERLINE

PROPOSED EDGE OF PAVEMENT

EXISTING EDGE OF PAVEMENT

EXISTING FENCE

CONTOUR LINE - 2' - 2'

PHASE LINE

SITE BOUNDARY

EXISTING DIRT ROAD

FUTURE RIGHT-OF-WAY

DRAINAGE DITCH

DRAINAGE DITCH

INTERSECTION CURB RADIi TABLE	MINIMUM RADIUS AT FACE OF CURB
INTERSECTION TYPE	
LOCAL TO LOCAL	25
LOCAL TO COLLECTOR	30
COLLECTOR TO COLLECTOR	35
COLLECTOR TO ARTERIAL	35
ARTERIAL TO ARTERIAL	40

STREET & LOTTING PLAN	C01
GRADING AND DRAINAGE PLAN AND SECTIONS	C02
WATER & SEWER PLAN	C03

LOYS A, B, C, D, E : GREENBELT OR SUBDIVISION TRAIL CORRIDOR

[illegible]

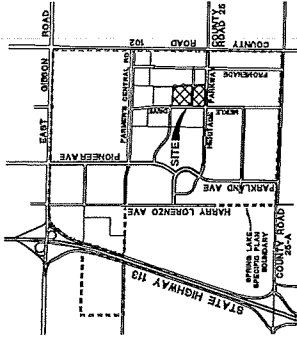
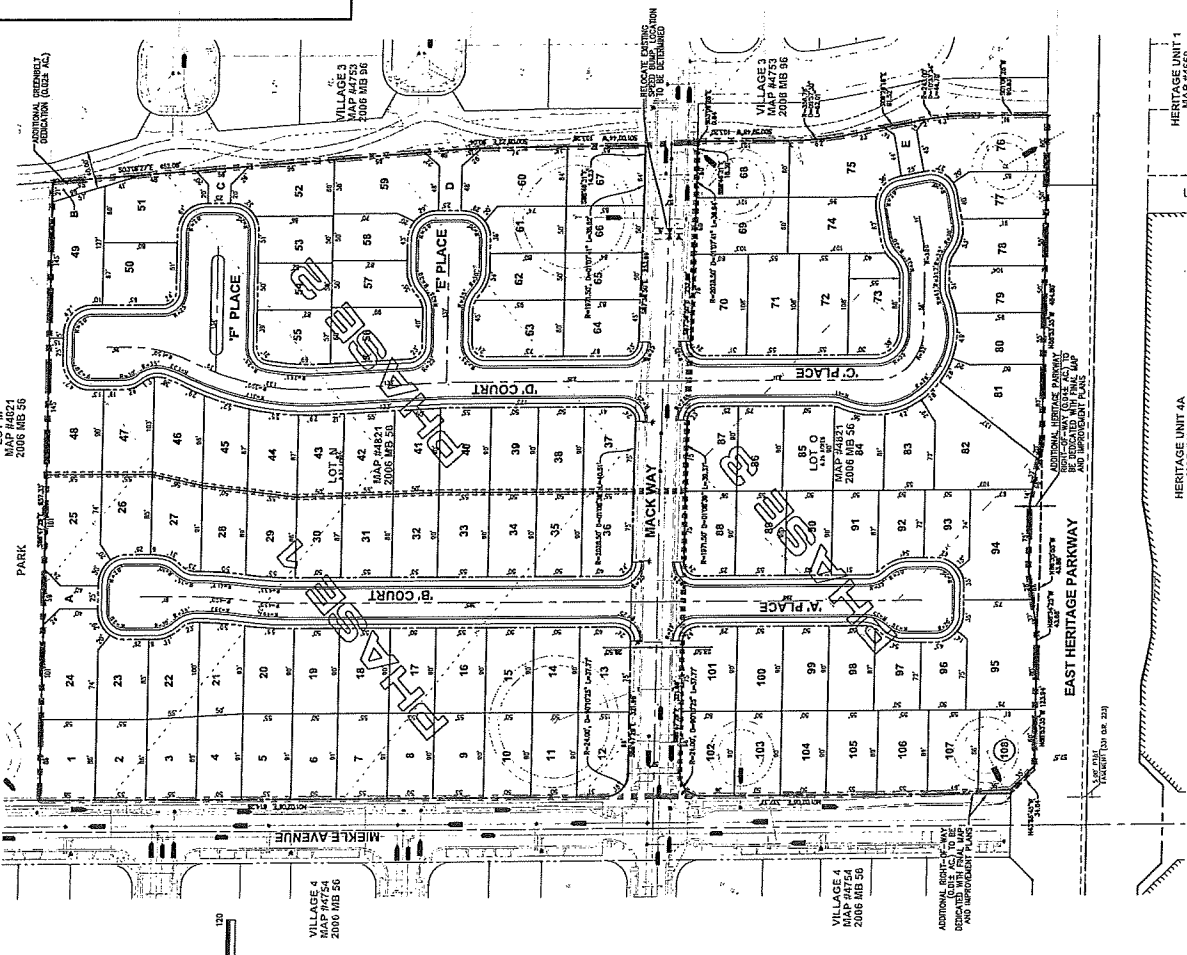
USE	SPECIFIC PLAN		DENSITY (BASED ON 1 AC.)	PROPOSED RESIDENTIAL SUBDIVISION
USE	AREA	# UNITS	AREA	# UNITS
PDP (SCHOOL)	9.97 AC.		113-123	0
R-30	5.25 AC.	123	11-23	0
R-40	5.6 AC.		16-23 AC.	100
TOTAL ¹ :	16.22 AC.	123		

¹ DENSITY CALC DO NOT INCLUDE EXISTING STRUCTS (EAST HERITAGE PARKWAY ON 16.22 AC. 108

◆ THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

10 & (11 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.



OWNER / DEVELOPER:
ALC IV WOODLAND - SPRING LAKE, LLC
P.O. BOX 1008
SANTA MARGARITA, CA 93453
(408) 755-8888

STEVE GREENFIELD RCE C50880
CUNNINGHAM ENGINEERING
2940 SPARTAN STREET
DAVIS, CALIFORNIA 95618
(530) 758-2026

042-010-B3 AND 042-010-B4
AREA.

10.22 ACRES (LOTS N AND O)

PROPOSED ZONING

ZONE 

**DOMESTIC WATER, SANITARY
SEWER AND DRAINAGE:**

3000

CHARTER COMMUNICATIONS

NOTES:

1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND STREET MAP NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
3. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

HERITAGE UNIT 4A
MAP #4317

LO

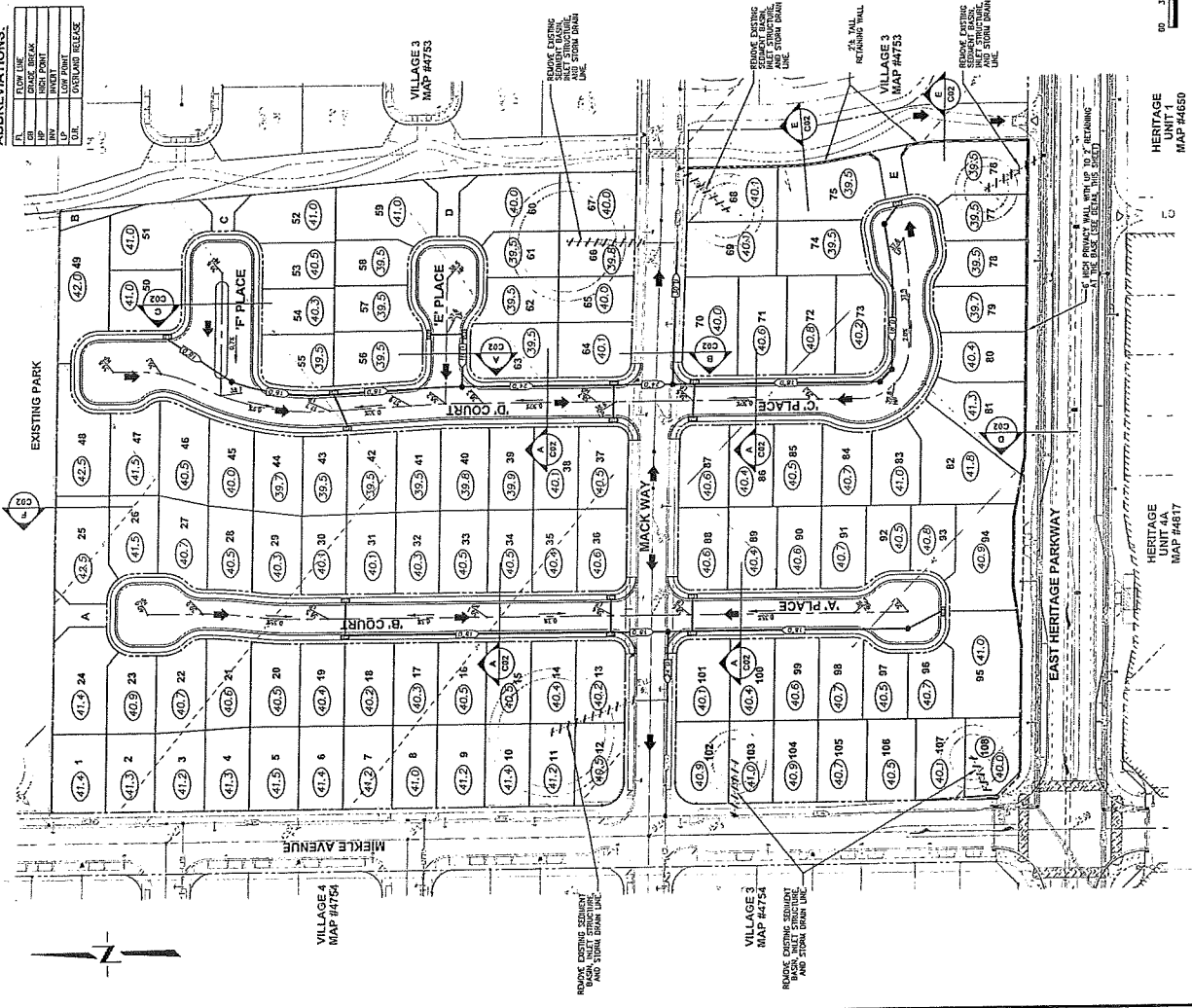
HERITAGE UNIT 1
MAP #4650
2005 MB 115

RECEIVED
 12/08/11
 1172.03

JAN 5 2012

ABBREVIATIONS:

R	FLOW LINE
OB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
OR	OVERLAND RELEASE



- LEGEND**
- ORIGINAL GRADE
 - PAD GRADE
 - LOT NUMBER
 - PROPOSED STREET GRADE AND DIRECTION
 - FINISH GRADE ELEVATION
 - EXISTING STORM DRAIN INLET
 - EXISTING STORM DRAIN MANHOLE
 - PROPOSED STORM DRAIN INLET
 - PROPOSED STORM DRAIN MANHOLE
 - EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
 - PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
 - DIRECTION OF DRAINAGE OVERLAND RELEASE

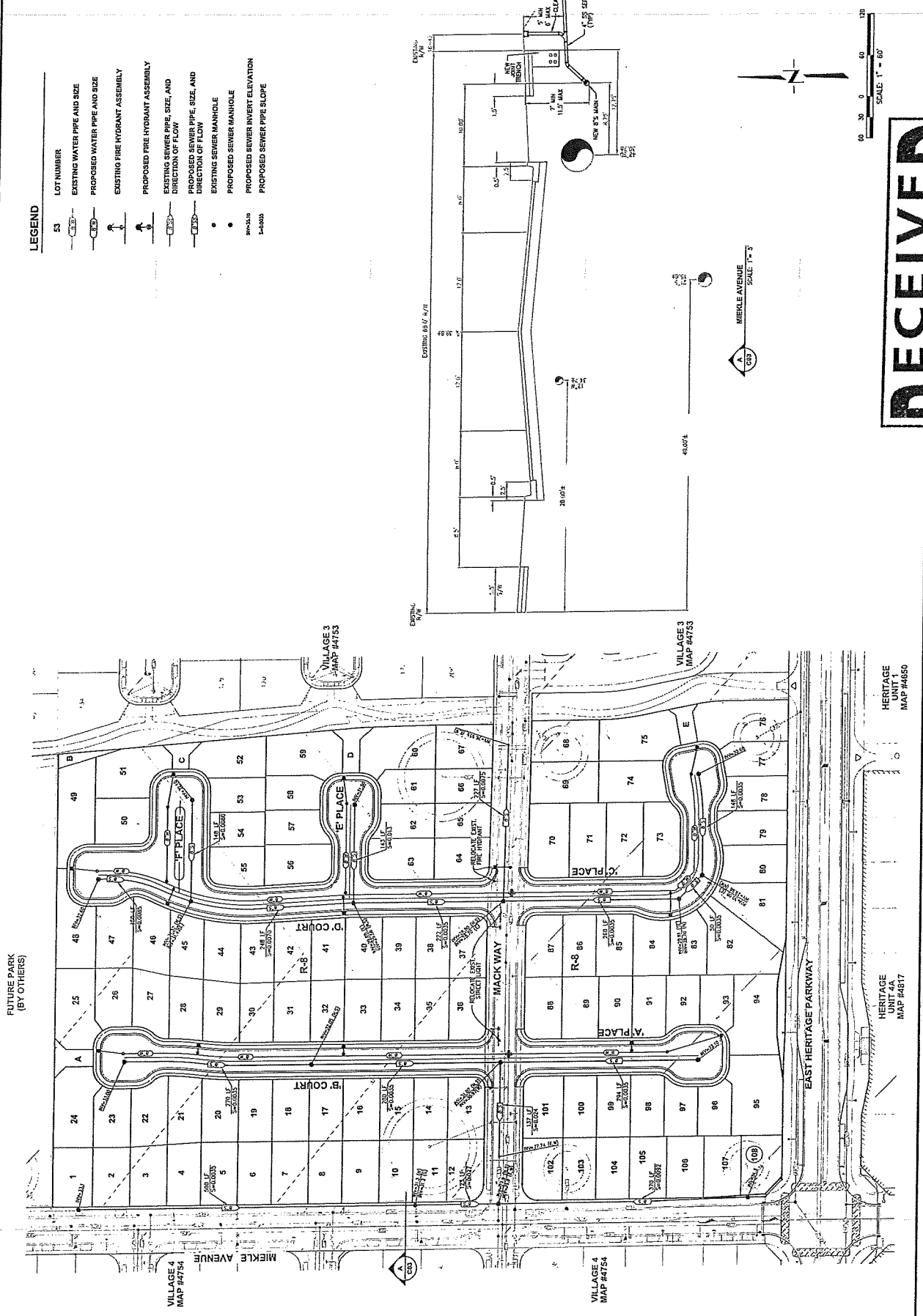
NOTES:

- THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED FOR THE CITY OF WOODLAND AND IS SUBJECT TO THE CITY'S REVIEW AND APPROVAL. THE CITY'S REVIEW SHALL BE LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND SHALL NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
- THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- ALL DRAIN PIPES ARE 18" DIAMETER UNLESS OTHERWISE NOTED.
- APPROPRIATE EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING CONSTRUCTION AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

**SPRING LAKE SPECIFIC PLAN
TENTATIVE SUBDIVISION MAP #5004
GRADING AND DRAINAGE PLAN**

C02
SHEET 3 OF 3
DATE: 12/29/11
JOB NO: 1172.03

RECEIVED



RECEIVED

JAN 5 2012

ATTACHMENT D



**Parkview
Spring Lake Specific Plan**

Lot Matrix

Lot Number	Depth	Width	Area
1	86	58	4996
2	86	55	4712
3	89	55	4789
4	91	50	4496
5	91	55	5015
6	91	50	4552
7	91	55	4998
8	91	50	4536
9	90	55	4980
10	90	50	4520
11	90	50	4512
12	90	55	4832
13	90	55	4911
14	90	50	4509
15	90	50	4509
16	90	55	4960
17	90	50	4509
18	90	55	4960
19	90	50	4509
20	93	55	5013
21	100	50	4852
22	100	55	5038
23	85	55	4664
24	101	58	6865
25	101	58	6869
26	85	55	4693
27	91	56	4812
28	91	50	4485
29	89	55	4838
30	87	50	4324
31	89	55	4834
32	90	50	4466
33	90	55	4950
34	90	50	4550
35	90	55	4500
36	90	55	4902
37	90	55	4924
38	90	50	4500
39	90	50	4500
40	90	55	4949
41	90	50	4453
42	88	55	4825
43	87	50	4333
44	87	55	4746
45	96	50	4537
46	103	56	5566
47	103	55	5149
48	145	58	6256
49	145	57	7219
50	80	67	5292
51	80	60	6805
52	96	60	5914
53	86	50	4106
54	82	50	4081

Lot Number	Depth	Width	Area
55	82	57	4559
56	99	60	5618
57	82	50	4374
58	82	50	4100
59	98	58	7035
60	74	64	7157
61	80	50	4045
62	95	50	4174
63	95	60	5822
64	83	60	4886
65	84	50	4165
66	85	50	4215
67	85	64	5437
68	103	60	6090
69	101	60	6123
70	108	60	6548
71	108	55	5944
72	108	55	5944
73	108	40	5671
74	107	60	5923
75	96	60	7419
76	105	60	8337
77	91	50	4736
78	104	50	4739
79	104	50	5091
80	96	55	5199
81	100	82	6782
82	99	107	8633
83	81	55	4712
84	90	50	4556
85	90	50	4950
86	90	50	4500
87	90	56	4967
88	90	56	4990
89	90	55	4950
90	90	50	4500
91	90	50	4487
92	87	50	3758
93	74	50	3764
94	117	67	7917
95	117	75	9000
96	72	50	3764
97	72	50	3773
98	87	50	4490
99	90	50	4500
100	90	50	4500
101	90	60	5352
102	90	60	5270
103	90	50	4487
104	90	50	4480
105	89	55	4919
106	89	55	4910
107	86	55	4832
108	86	61	4890

	DEPTH	WIDTH	AREA
Minimum:	72	40	3758
Maximum:	145	107	9000
Average:	92	55	5117

ATTACHMENT E



"When You're Going Somewhere"

City of Davis • City of West Sacramento • City of Winters
City of Woodland • County of Yolo
Ex Officio - CalTrans District 3 • University of California - Davis

Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776
(530) 661-0816 FAX: (530) 661-1732
www.yolobus.com

October 13, 2011

Community Development Department
City of Woodland
520 Court Street
Woodland, CA 95695
Attention: Cindy A Norris

RE: Parkview Tentative Subdivision Map #5004

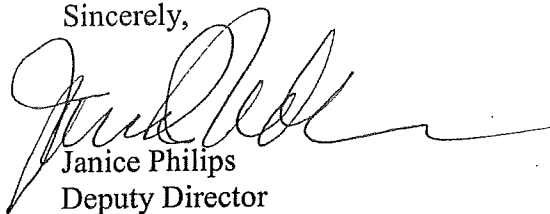
Dear Mrs. Norris,

Thank you for the opportunity to review the Spring Lake Specific Plan Amendment and Development Agreement for the proposed development east of Mickle Avenue and north of Heritage Parkway, Parkview Tentative Subdivision.

County-wide there is a steady drive to create livable, more sustainable communities in which alternative transportation options are convenient and readily available. This push includes providing a mix of housing options to a variety of income levels and providing increased density where services are most readily available. After reviewing the information provided, YCTD is concerned that the proposed amendment is a step in the wrong direction. YCTD would ask that the City investigate options to keep the R-20 land-use while still allowing ALC IV Woodland to develop the former elementary school site.

If you have any questions, please contact me or Erik Reitz, Associate Transportation Planner at (530) 661-0816.

Sincerely,



Janice Philips
Deputy Director

cc: Art Pimentel, Brent Meyer, Chron, Development Review File

RECEIVED OCT 18 2011

ATTACHMENT F

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CEQA
EIR ADDENDUM #9 TO THE TURN OF THE CENTURY EIR AND APPROVING SPRING
LAKE AMENDMENT #7 TO THE SPRING LAKE SPECIFIC PLAN FOR THE PARKVIEW
PROJECT TO REZONE A 10 ACRE SCHOOL SITE AND 6.22 ACRE R-20 MULTI-FAMILY
SITE TO 16.22 ACRES OF R-8 SINGLE FAMILY**

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

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

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

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

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

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

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

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

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

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

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

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

1. Affirms that EIR Addendum #9 is hereby included in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #9 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
3. Affirms the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and 4330 (December 19, 2001).
4. Adopts EIR Addendum #9 dated February, 2012, as attached

PASSED AND ADOPTED by the City Council on _____, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Artemio Pimental, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Andrew Morris, City Attorney

Dated: _____

Exhibit "1" - CEQA EIR Addendum

Parkview by ALC IV Woodland Spring Lake, LLC – Specific Plan Amendment

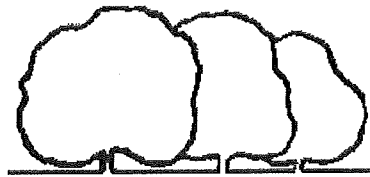
EXHIBIT 1

CEQA ADDENDUM

TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE PARKVIEW PROJECT PROPOSAL

CERTIFIED AUGUST 15, 2000
(SCH# 99022069)

THE CITY OF WOODLAND



JANUARY 10, 2012

PREPARED BY

CINDY A. NORRIS, PRINCIPAL PLANNER
CITY OF WOODLAND
COMMUNITY DEVELOPMENT DEPARTMENT

ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE PARKVIEW PROJECT

CEQA Requirements

This document has been prepared as an Addendum to the SLSP, Turn of the Century EIR (SCH# 99022039) in accordance with the CEQA Guidelines, Section 15164. CEQA Guidelines Section 15164(a) states “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Pursuant to Section 15164(e) a brief explanation is provided herein documenting the City’s decision that preparation of a subsequent EIR is not required.

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

Section 15164 was created in response to Public Resources Code Section 21166, which provides that no subsequent or supplemental EIR shall be required unless “substantial changes” in the project or the circumstances under which the project is being undertaken will necessitate, “major revisions” of the EIR, or “new information” which was not known and could have not been known at the time the EIR was certified, becomes available.

The requirements of the CEQA Guidelines are described in more detail in the matrix below. Under the subject Parkview Specific Plan Amendment, use of an Addendum is not only justified, but required by Public Resources Code (Section 21166).

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

Background

The City of Woodland is seeking to appropriately document the changes that have been proposed with the ALC IV Woodland and Spring Lake, LLC Specific Plan Amendment for the Parkview project as it relates to the Turn of the Century Specific Plan Environmental Impact Report.¹

¹ The Turn of the Century Specific Plan was subsequently renamed the “Spring Lake Specific Plan.” Both terms are used in this Addendum. The terms “Turn of the Century EIR”, “Spring Lake Specific Plan EIR”, and “Spring Lake EIR” are also used interchangeably.

The Spring Lake Specific Plan (SLSP), Turn of the Century EIR, has evaluated 1,097 acres of development located primarily south of Gibson Road, west of CR 102 and east of SR 113. Buildout of the SLSP will be comprised of approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The Spring Lake Specific Plan sets forth specific goals, policies and objectives for achieving, to the best extent possible, a balance between the market demand for residential growth and the need for corresponding commercial development, and the ability of the City of Woodland to absorb residential and commercial development over a fifteen year planning horizon.

Project Description

The Parkview Specific Plan Amendment proposes an amendment to the land uses identified in the SLSP. The applicant proposes to rezone approximately 16.22 acres. The proposed project results in the elimination of a 10-acre elementary school site and the rezoning of a multi-family site to single family. The application includes an increase in R-8 acreage.

A comparison based on existing and proposed land uses designations for units and Dwelling unit equivalents (DUE) are shown in Table 1. This is based on the approximate density proposed by the applicant (6.66 du/ac), which is less than the possible maximum density (8 du/ac) that could be developed in an R-8 zone.

Table 1							
Existing Specific Plan			Proposed Specific Plan				
Land Use	Existing Land Use		Land Use	Proposed Land Use/Acreage		Net Change Units	
	Units	Acres		Units	Acres	Units	Acres
R-20 Multi-Family Residential (15 du/ac)	125	6.22	R-8 Single-Family Residential (6 - 8 du/ac)	41		-84	
SCHOOL Elementary School	0	10.0	R-8 Single-Family Residential (6 - 8 du/ac)	67	0	67	-10.0
Total Units	125			108		-17	-.03
Dwelling Unit Equivalent (DUE) 0.66*	82.5			108		25.5	

- Multi-family has a Dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

The proposed rezone, (at an estimated 6.66 du/ac for the proposed project) results in a net decrease in the total number of units (-17), but for purposes of calculating Spring Lake

Infrastructure Fees (SLIF), (which is based on DUE), the project results in a net increase in of 25.5 DUE

Multi Family vs Single Family in the Spring Lake Plan

At the time the Spring Lake plan was developed, there was a requirement in the 1998 Housing Element for a Citywide ratio of 35% multi-family and 65% single family. This requirement has since been removed from the last two housing element updates. Instead a growth cap has been enacted that limits single family production to a maximum of 5000 single family units but places no limit on multi-family or infill development.

In response to the original Housing Element policy, the Spring Lake Specific Plan land use categories were developed to achieve a unit mix of 29% multi-family and 71% single-family.

The proposed project will be remove a multi-family designation and units and will add single family zoned land and units.

Staff has provided a review assessing all units that have been built, approved and proposed in the plan to date. The review shows that at this time, with the project amendment included, that there will be 2,963 single family units and 1,186 multi family units in the plan, with a resulting plan ratio of 71.4% single family to 28.6% multi-family.

While this project is proposing to reduce the number of multi-family units, more units than expected were provided in the Terracina project (31 units) and in R-15 clusters (30 units) that were provided in the Heritage and KB home areas.

Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio indentified in the Spring Lake Specific Plan.

Affordable production

In April of 2005, an affordable housing agreement was entered into between the City and several development interests, (HTW West Ventures, a Delaware LLC; Turn of the Centruy, a Delaware LLC; Russell Ranch Development, Inc) agreed to dedicate a multi-family parcel of land for the purpose of construction of affordable housing. This dedication satisfied all or a portion of the affordable obligation for four (4) multi-family parcels (TOC North, TOC South, Beeghly and Russell) The TOC North property was dedicated and satisfied the entire affordable obligation for the TOC South parcel (subject parcel) and the 20% very low obligation for the Russell and Beeghly parcels. The TOC North property was eventually developed by USA properties (Terracina). The site was originally intended to be developed at the maximum allowed density of 125 units (The affordable obligation include transfers was 85 very low and 26 low-income units). However, when it was developed by USA properties, an additional density bonus was included, which resulted in a total of 156 units being built, or 31 additional units. The site was developed as a 100% affordable project. There are 85 very low and 71 low income units on the property.

The R-20 multi-family site in question with this proposal transferred their entire affordable obligation to the offsite location. The 20% very low (25 units) and 10% low (13) -income units were "relocated" to the dedication site.

However, the 10 acre school site was not a part of the affordable dedication agreement. Therefore, if it is rezoned to a single family designation from a previous public / quasi-public designation it will then be obligated to provide the required 10% low income affordable units.

Housing Element Consistency: The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

Housing Element Policy 2.21.

The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezone request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezone and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.

Staff feels that the proposed site rezoning and development at the R-8 density will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area. Further, there has been some concern with overconcentration of larger type multi-family affordable development projects in this immediate area. The USA properties site has a total of 156 affordable units and the Sacramento Mutual Housing R-25 site was approved to allow 100 affordable units.

Staff feels that there is adequate basis to make findings to allow the R-20 site in the Spring Lake Central Unit 1 project area to substitute as an identified replacement site that will meet the Housing Element affordability criteria as a default density site. This replacement site has become more viable with the award of the construction contract on June 21, 2011 for the Pioneer/Parkland road improvements. Further, this is a like for like replacement with regard to zoning and size: the Parkview R-20 site is 6.25 acres at 125 units while the Spring Lake Central site is 7.61 acres at 125 units.

Further, there is adequate basis to make findings to allow the R-20 site within the Spring Lake Central Unit 1 project site to be the replacement site for the affordable unit allocation due to the rezone. The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site. Tables 4, 5 and 7 in the City's Housing Element will be modified to reflect this determination.

One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family.

Determination

In review of the Parkview Specific Plan Amendment and Rezoning, staff has concluded that the project does not represent a substantive change in the approval of the Turn of the Century Specific Plan project as analyzed under the SLSP, Turn of the Century EIR. Similarly, all impacts and standards of significance described in the SLSP, Turn of the Century EIR are applicable to the Parkview Specific Plan Amendment. Mitigation measures adopted with the SLSP, Turn of the Century EIR likewise apply.

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

- Loss of farmland;
- Cumulative loss of farmland;
- Impacts to groundwater;
- Loss of Swainson's Hawk foraging habitat;
- Cumulative impacts to wildlife habitat;
- Project air quality emissions;
- Increased ambient noise;
- Cumulative traffic noise;
- Project nuisance impact from black gnats; and;
- Cumulative nuisance impacts from black gnats.

None of the significant environmental impact identified above in the SLSP, Turn of the Century EIR are worsened due to the proposed land uses changes as part of the application.

In order to access whether additional CEQA review is required for the Parkview Specific Plan Amendment, an analysis of CEQA Guidelines Section 15162 has been prepared. The matrix below provides verbatim wording from the CEQA Guidelines and a corresponding analysis of the applicability of each section to the proposed Parkview Specific Plan Amendment.

Table XX Comparison of 15162 CEQA Requirements and Project		
CEQA Requirement (Section 15162)	Relationship to Request	
(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:	In conjunction with the approval of requested entitlements, Specific Plan Amendment and Rezone, the ALC IV Woodland-Spring Lake, LLC, Specific Plan Amendment includes a request for certification of an Addendum to SLSP, Turn of the Century EIR. Such certification includes adopting a "Finds of Fact" and substantiating compliance with CEQA. The current specific plan, in accordance with the SLSP, Turn of the Century EIR, evaluated 125 multi-family residential dwelling units and an elementary school on the project site. Although, the project includes rezoning of an elementary school site for residential uses and would result in the development of 108 single family residential dwelling units, the reduction in total units and elimination of the elementary school would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.	
(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;	The proposed land use changes to the SLSP, Turn of the Century EIR would include rezoning of residential densities and elimination of an elementary school within the Spring Lake Specific Plan (SLSP). On the specific project site, proposed changes would include rezone of ten acres of elementary school and 6.22 acres of multi-family residential area (R-20 du/ac). The area would instead be used for 16.22 acres of single-family residential (8 du/ac). At maximum density this project could possibly include up to 130 units of single family. The applicant has indicated a desire to develop at the lower end of the density range with approximately 108 single family units. Even at the maximum density the project will have a similar number of total possible units to the previous approval, without the impacts of a school facility. There will not be a significant increase in demand for public services and utilities, or increase traffic, noise, and air quality. Multi-Family vs. Single Family Ratio The Spring Lake Specific Plan identifies a single-family to multi-family ratio of 71% single family (R-3 through R-8) and 29% multi-family (R-15 through R-25) for the overall plan. This ratio was included in the initial plan analysis because the Housing Element at that time,	

required 35% multi-family housing in the City overall. Since that time, the two following Housing Element updates have eliminated this requirement in lieu of policies that limit the City's overall single family growth, through a growth Cap as well as policies that encourage higher density by encouraging infill development.

The proposed project will be removing a multi-family designation and possible multi-family units and adding single family units. However, based on a review of all units that have been built, approved and proposed in the plan show that at this time with the project amendment that there will be 2,963 single family units and 1,186 multi family units for a ratio of 71.4% single family to 28.6% multi-family.

While this project is proposing to reduce the number of multi-family units, more units than expected were provided in the Terracina project and in the R-15 cluster units were provided in the Heritage and KB home areas.

Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio as highlighted in the plan.

Plan Wide Density

Plan policies describe a plan wide density of 6.1 du/net acres. The result of prior changes and the contemplated project modifications for the Parkview project will result in a net density of 6.1 du/ac. This amount is based on the addition of the 20 acres of school site that have been (10 acres at Cal West) and are proposed to be (10 acres at Parkview) rezoned to residential uses. The net acres in the plan were originally estimated at 664.9. The addition of 20 acres from the rezoned school sites provide for a total of 684.9 acres. This results in a net density overall in the plan of 6.05 du/net acre. (4,149 units/684.9 acres = 6.05 du/net ac).

Schools

The project includes elimination of a 10-acre elementary school site. This follows the elimination of the 10-acres school site north of Heritage Parkway. In action minutes of the Woodland Joint Unified School District, dated April 28, 2011, it is stated that on April 14,

2011, the Governing Board of the Woodland Joint Unified School District voted to release the subject Spring Lake school site. The Governing Board decision was based on a Schools Needs Report prepared by School Site Solutions, Inc. on November 23, 2009. The Schools Needs Report determined that the existing student yield rates in the Spring Lake Specific Plan area were less than the projections made for the SLSP in 2001. The report concluded that the SLSP area would generate the need for two elementary schools sites, one of which can possibly be combined with the middle school site located at the south east corner of Farmers Central and Pioneer.

Sewer, Drainage, and Water Supply

A memorandum analyzing the increase to sewer, drainage, and water supply for the project was prepared by Cunningham Engineering on April 27, 2011.

Sewer

The Spring Lake Specific Plan ISR includes a 10" pipe along the south boundary of the site in Heritage Parkway and a 21" pipe along the west boundary of the site in Mickle Avenue. Short segments of 8" sewer pipe have been installed in Mack Way at the east and west ends of the site's frontage. Under the current land use configuration the wastewater demand calculations are split into 2 zones, both of which outfall into the 21" pipe in Mickle Avenue. The north parcel has a negligible increase in the design peak flow while the south parcel has a decrease in the design peak flow. Therefore, the proposed land use changes would result in an overall reduction in the design peak flow for the project. The proposed project would not require upsizing of any sewer pipes or sewer treatment facilities beyond those anticipated in the SLSP, Turn of the Century EIR.

Drainage

Storm drain infrastructure adjacent to the site as identified in the Spring Lake Specific Plan ISR consists of a 42", 48" and a 54" pipe along the west property boundary of the site in Mickle Avenue and 2 parallel 66" pipes along the southern boundary in Heritage Parkway. In Mack Way a 24" pipe extends from Mickle Avenue approximately 100 feet east and a 30"

pipe extends from the Village 3 subdivision approximately 70 feet west. No substantial changes are anticipated to the existing drainage sheds or conveyance routing for either the north or south parcels. The proposed land use change results in a net decrease in the area weighted runoff coefficient, this correlates to a net decrease in storm water runoff. Therefore, the project would not require the development of additional drainage infrastructure beyond those anticipated in the SLSP, Turn of the Century EIR.

Water Supply

The water infrastructure adjacent to the site as identified in the Spring Lake Specific Plan ISR consists of a 12" pipe along the south boundary of the site in East Heritage Parkway and a 12" pipe along the west boundary of the site in Mickle Avenue. An 8" pipe is located in Mack Way. Due to a reduction in the required fire flow demand for the north parcel, the proposed land use change results in a reduced maximum day plus fire flow demand. The maximum day plus fire flow demand equation is based on Section 7.04 of the City of Woodland Engineering Standards, 2010 edition.

Based on the analyses prepared, the proposed changes in land use from school/R-20 to R-8 decrease anticipated wastewater, storm drainage, and water demands. The modification will not place any additional demands on the installed and/or planned Spring Lake Backbone Infrastructure.

Traffic

The project site is surrounded by completed road improvements on Mickle Avenue and Mack Way. The only new roads to be installed will be internal to the project. A trip generation assessment was prepared by KD Anderson on May 18, 2011 to assess the proposed land use changes from School/R-20 to a total R-8 zoning with an anticipated 108 single family housing units. Trip generation is determined by identifying the type and size of use to calculate the total number of trip ends. The trip generation for the project was computed using the *Trip Generation 8th Edition, 2008*, published by the Institute of Transportation Engineers.

As part of the assessment and comparison two scenarios were proposed for the school size,

one at 450 students and one at 850 students. The 450 student scenario would be expected to generate 1,412 daily trips with 266 a.m. and 145 p.m. peak trips. The 850 student scenario would be expected to generate 1,928 daily trips with 446 a.m. and 205 p.m. peak trips. Under the R-8 zoning the site is expected to generate 1,034 daily trips with 81 a.m. and 109 p.m. peak hour trips. The R-8 zoning is expected to decrease the daily traffic between 27% and 46%, depending on the school's student population. The am peak hour traffic could decrease by to 82% without the school site while in the p.m. peak hour the traffic generated by the proposed rezoning is expected to decrease the traffic generated by up to 47%. The modification will result in a decrease in the expected traffic and will not result in any new requirements for traffic mitigation.

Air Quality

As stated above, the proposed project land uses would result in a reduction in vehicle trips. Therefore, impacts related to air quality would be similar to those anticipated in the SLSP, Turn of the Century EIR. In addition, the School District has determined that adequate school sites exist within the SLSP area to support the residential development.

Housing Element Consistency

The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

Housing Element Policy 2.21.

The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezoning request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezoning and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.

Staff feels that there is adequate basis to make findings to allow the R-20 site in the Spring

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:	Lake Central Unit 1 project area to substitute as an identified replacement site that will meet the Housing Element criteria. This replacement site has become more viable with the award of the construction contract on June 21, 2011 for the Pioneer/Parkland road improvements. Further, this is a like for like replacement with regard to zoning and size: the Parkview R-20 site is 6.25 acres at 100 units while the Spring Lake Central site is 7.61 acres at 125 units. One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family. Conclusion Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed. Because the proposed land uses are similar to the existing plan, the circumstance under which the project is undertaken has not changed substantially, and would not require major revisions to the SLSP, Turn of the Century EIR. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those anticipated in the SLSP, Turn of the Century EIR. All previously identified impacts in the SLSP, Turn of the Century EIR would occur with implementation of the Parkview project. The SLSP, Turn of the Century EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the Spring Lake Specific Plan and Spring Lake Specific Plan Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum: • Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering, April 26, 2011.
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	• Woodland Joint Unified School District, Action minutes from April 14, 2011. • Trip Generation Memorandum, KD Anderson & Associates Inc. May 18, 2011 In addition, at the time of submittal for a tentative map application, additional site specific studies will be prepared.
(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	See response under (1) above. New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	See response under (1) above. Significant effects will not be more severe than identified in the SLSP, Turn of the Century EIR.
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or	The status of mitigation measures in the SLSP, Turn of the Century EIR would not change as a result of the proposed land uses changes.
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.	Mitigation measures analyzed in the SLSP, Turn of the Century EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the SLSP, Turn of the Century EIR are not available, because the proposed changes are not substantial.
(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if	The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the Turn of the Century Specific Plan EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the SLSP, Turn of the

required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	Century EIR is the appropriate documentation prepared for the project.
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	The Spring Lake Specific Plan was approved December 18, 2001. None of the conditions as described in subdivision (a) have occurred. As such, a new EIR would not be required.
(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.

ATTACHMENT G

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS FOR
THE PARKVIEW SPRING LAKE PROJECT by ALC IV WWOODLAND SPRING
LAKE, LLC, TO REZONE A 10 ACRE SCHOOL SITE AND 6.22 ACRE R-20 MULTI-
FAMILY SITE TO R-8 SINGLE FAMILY**

WHEREAS, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations for the Parkview Spring Lake Project; and,

WHEREAS, the City is proposing to take action to adopt an amendment to the Spring Lake Specific Plan, consisting of the re-designation of the land use category in the Specific Plan for properties identified as the Spring Lake Cal-West Investors Project as described in more detail in Exhibit "1" (the "Amendment"); and

WHEREAS, the City of Woodland Planning Commission held a duly noticed public hearing on January 19, 2012, to receive public testimony concerning the Amendment; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on _____, 2012 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, and amending the conditions of approval, now finds it proper to amend the Spring Lake Specific Plan as described in Exhibit "1"; and

WHEREAS, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendment for the Spring Lake Parkview Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland ordains AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed and considered the information in the CEQA EIR Addendum and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines.
4. The City Council hereby amends the Spring Lake Specific Plan for the Spring Lake Parkview Project as described in Exhibit "1," provided that this Amendment shall take effect only upon execution by the City and the owner of the Property of an amendment to the development agreement governing the Property. No final map shall be recorded or approved for the Property

in conformance with the Amendment until the Amendment has taken effect pursuant to this paragraph.

PASSED AND ADOPTED by the City Council on _____, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Artemio Pimental, Mayor

ATTEST:

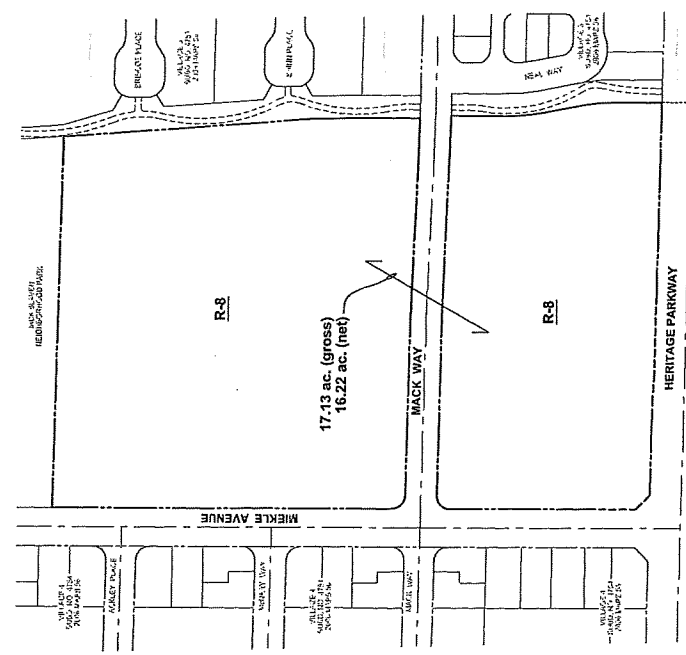
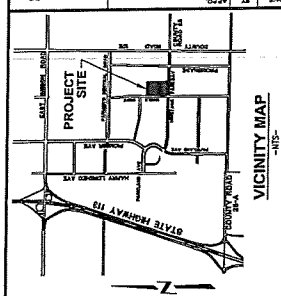
APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

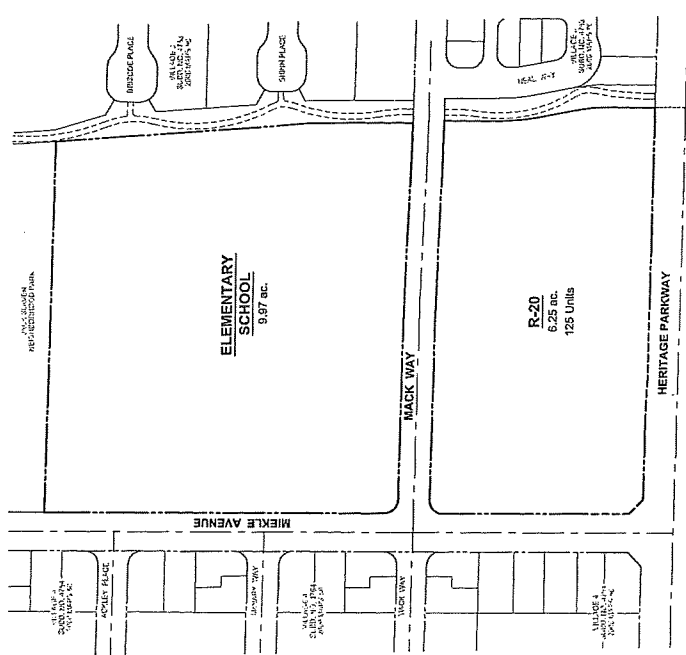
Andrew Morris, City Attorney

Dated: _____

Exhibit "1" - Spring Lake Specific Plan Amendment Exhibit



PROPOSED SPECIFIC PLAN



EXISTING SPECIFIC PLAN

EXISTING LAND USE				PROPOSED LAND USE				DIFFERENCE	
AREA	TOTAL UNITS	AREA	TOTAL UNITS	AREA	TOTAL UNITS	DENSITY	AREA	TOTAL UNITS	
0.00 ac.	0	16.22 ac. (N)	108	5.66 ac. (N)	198		16.22 ac. (N)	198	
6.25 ac.	125	0.00 ac.	0				(5.22 ac.)	(198)	
9.97 ac.	0	0.00 ac.	0				(9.97 ac.)	0	
0.91 ac.		0.91 ac.					0.00 ac.		
17.13 ac.	125	17.13 ac.	108	6.30 du/ac (G)	0.00				

LAND USE SUMMARY

R-8	SINGLE FAMILY RESIDENTIAL (8-5 du/ac)
R-20	MULTI-FAMILY RESIDENTIAL (16-20 du/ac)
SCHOOL	ELEMENTARY SCHOOL
EX. LOCAL ROAD	MAC K WAY

RECEIVED

JAN 5 2012

City of Woodland

ATTACHMENT H

RESOLUTION NO. SPRING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING THE HOUSING ELEMENT SUMMARY OF VACANT AND
REDEVELOPABLE LAND INVENTORY AND RESIDENTIAL HOLDING CAPACITY
A REZONE REQUEST AND IDENTIFICATION OF A REPLACEMENT SITE FOR A
6.25 ACRE R-20 MULTI-FAMILY SITE IN THE SPRING LAKE SPECIFIC PLAN.

WHEREAS, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations for the Parkview Spring Lake Project to rezone an identified 6.25 acres R-20 multi-family site to an R-8 single family density; and,

WHEREAS, the City is proposing to allow a substitute site to be identified as capable of meeting development capacity in meeting the City's Regional Housing Need Allocation (RHNA); and

WHEREAS, the City is proposing to allow a substitute site to be identified as capable of meeting development capacity in meeting the City's Regional Housing Need Allocation (RHNA); and

WHEREAS, the City's Housing Element provided for flexibility in allowing sites to be rezoned as long as findings to justify the rezone are provided and an adequate replacement site is identified that will meet the minimum number of units by income level for accommodating the City's RHNA and is developable during the term of the Housing Element Period; and

WHEREAS, the existing 6.25 acre R-20 site is proposed to be rezoned as an R-8 single family product and developed along with a previously designated school site to create a logical and consistent development which is surrounded by existing single family and duplex homes and a park; and

WHEREAS, the City has identified a replacement site that is of similar zoning and development quality to provide the minimum units by income level for accommodating the City's RHNA, in that the site is also zoned multi-family, R-20, is 7.61 acres in size and has a larger development potential of 125 units based on a proposed layout approved on February 27, 2007; and

WHEREAS, the identified replacement site is now considered to be developable within the term of the existing Housing Element as the City has constructed street improvements on Parkland Avenue that provide access to the site; and

WHEREAS, The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on _____, 2012 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, and amending the conditions of approval, now finds it proper to amend the Housing Element as provided in the attached Exhibits; and

WHEREAS, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendment for the Spring Lake Parkview Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland ordains AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed and considered the information in the CEQA EIR Addendum and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines.
4. The City Council hereby amends the Housing Element Inventory of Vacant and Potentially Developable Sites as shown in Table II.4; Table II.6 and Appendix A – Parcel Inventory, Table A-1.

PASSED AND ADOPTED by the City Council on _____, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Artemio Pimental, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Andrew Morris, City Attorney

Dated: _____

Exhibit "1" – Policy Document Table 4- Summary of Vacant and Redevelopable Land Inventory

Exhibit "2" – Policy Document Table 5 – Approved/On line Units as of July 2008

Exhibit "3" – Policy Document Table 7 - Holding Capacity Analysis 2006-2013

Exhibit "4" – Background Table II.4 – Summary of Vacant and Redevelopable Land

Exhibit "5" – Background Table II.6 – Summary of Spring Lake Holding Capacity

Exhibit "6" – Appendix A, Table 1A – Parcel Inventory

TABLE 4
SUMMARY OF VACANT AND REDEVELOPABLE LAND INVENTORY
BY GENERAL PLAN DESIGNATION

REVISED 2012

GP DESIGNATION	L.U.	ZONE	MAXIMUM DENSITY (UNITS/ ACRE)	VACANT ACREAGE	REDEVELOPABLE ACREAGE	TOTAL ACREAGE	RESIDENTIAL HOLDING CAPACITY (UNITS)
CENTRAL COMMERCIAL	CC	CBD	12	N/A	0.18	0.18	2
EAST STREET CORRIDOR SPECIFIC PLAN ESCSP	ESD	ESD	25	2.72	18.33	21.05	421
GENERAL COMMERCIAL	GC	C-2	N/A	1.91	9.1	11.01	N/A
HIGH DENSITY RESIDENTIAL	HDR	R-M	25	7.59	1.82	9.41	188
MEDIUM DENSITY RESIDENTIAL	MDR	R-2	16	2.17	N/A	2.17	28
MEDIUM-LOW DENSITY RESIDENTIAL	MLDR	R-1	12	0.68	0.59	1.27	12
NEIGHBORHOOD COMMERCIAL	NC	C-1	N/A	0.46	N/A	0.46	N/A
NEIGHBORHOOD PRESERVATION	NP	N-P	8	0.33	0.59	0.92	6
SERVICE COMMERCIAL	SC	C-3	N/A	0.46	N/A	0.46	N/A
SPRING LAKE SPECIFIC PLAN	SLSP	R-25	25	5.14	N/A	5.14	103
TOTAL	-	-	-	21.64	30.43	52.07	760

Notes: 1) Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory.

2) Numbers for the Residential Holding Capacity have been rounded.

3) Residential units are allowed within the C-1, C-2 and C-3 Zones with a conditional use permit. Since there are certain criteria and restrictions that must be met to obtain a use permit, the projected unit count was not included with this survey.

TABLE 5
APPROVED/ON-LINE UNITS AS OF JULY 2008

	Extremely Low Income	Very Low	Low	Moderate and Above	Combined Extremely, Very Low, Moderate, and Above Moderate	Notes
Southeast Area Specific Plan (1)						
Gibson/Ogden	0	0	9	81	90	Approved
Hanson Ranch	0	0	0	24	24	Construction completed for 12 units, 12 units unconstructed.
Spring Lake Specific Plan (6)						
Arbors (Centex Homes; AKA-Beechly Ranch)	0	0	19	63	82	Design Review pending.
Reynen & Bardis	0	43 + 125	68	427	663	Tentative Subdivision Map approved. Final Map pending.
DR Horton (AKA-Solara Ranch)	0	0	10	84	94	Site Plan and Design Review approved.
Rochdale Grange (Neighborhood Partners)	0	See Note	0	See Note	See Note	Site Plan and Design Review approved. (Units – 43 very low and 1 above moderate – included in Reynen & Bardis entry.)
Parkside	0	0	17	145	162	Site grading in progress.
Heidrick Ranch Phase I	0	0	6	33	39	Construction completed for 10 units
Downtown Specific Plan (3)						
Capitol Hotel/Saloon	0	0	0	5	5	Under Construction (residential and commercial uses).
City Center Lofts	0	0	17	153	170	Planning Commission approved project at its June 19, 2008 meeting.
Other						
Maxwell School	0	0	0	8	8	Tentative maps approved. Final Map pending.
3 College Street	0	0	0	2	2	Conditional Use Permit approved. Design Review approval pending.
Castro Apartments	0	0	0	5	5	Approved by Zoning Administrator. Building plans also approved. Property is being marketed.
Hutchinson Valley Lane	0	0	2	20	22	Construction completed for 10 units, 12 units unconstructed.
Arjmand Duplexes	0	0	0	4	4	Building permits pending.
Country Oaks	0	0	4	34	38	Approved Tentative Subdivision Map and Conditional Use Permit. Final Map pending.
Ordonez	0	0	0	1	1	Tentative Map approval. Final Map pending.
Tovar Mixed Use (417 West)*	0	0	0	2	2	Tentative Map approved. Two-year Map Extension of time approved.
Tovar Mixed Use (304 Main)*	0	2	1	7	10	Site Plan and Design Review approved. Applicant to file CUP or meet new downtown parking standards.
Fair Plaza East (35 West Clover Street)	0	14	53	1	68	Senior complex to be rehabilitated.
Casa Del Sol	0	94	39	23	156	Mobile home park proceeding with rehabilitation project financing. Construction on Phase I of the project began in June 2008.
Total	0	278	245	1,122	1,645	

Source: City of Woodland Community Development, 2008

TABLE 7
WOODLAND RESIDENTIAL HOLDING CAPACITY ANALYSIS 2006-2013

REVISED _____ 2012

	Very Low	Low	Moderate	Combined Very Low, Low, and Moderate	Above Moderate	Total
Total RHNP Allocation (2006-2013) (see Table I.25)	425	266	238	929	942	1,871
Units Built/Under Construction: July 2007- March 2008	85	71	0	156	44	200
Approved/On-Line Units (see Table II.5)	278	245	23	421	1,224	1,475
Holding Capacity - Vacant and Redevelopable Land (see Table II.4) (1)	-	-	-	-	-	760
Remaining Need (2)	-62	+33	-215	-369	+173	+564 (3)

- (1) Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory. Of the commercial designations, only the CC designation permits residential development.
- (2) The deficit of 62 units for the very low income category can be addressed with the R-25 (5.14 acres in size) site located in the Spring Lake Specific Plan Area (Table 4 of Policy Document and Appendix A of Background Report).
- (3) The net surplus of 564 units is calculated as follows: 760 – 62 (deficit of very low income units) + 33 (surplus of low income units) – 215 (deficit of moderate income units) + 173 (surplus of above moderate income units).

TABLE II.4
SUMMARY OF VACANT AND REDEVELOPABLE LAND INVENTORY
BY GENERAL PLAN DESIGNATION

REVISED *2012*

GP DESIGNATION	LU (2)	ZONE (2)	MAXIMUM DENSITY (UNITS/ ACRE)	VACANT ACREAGE	REDEVELOPABLE ACREAGE	TOTAL ACREAGE	RESIDENTIAL HOLDING CAPACITY (UNITS) (1)
CENTRAL COMMERCIAL	CC	CBD	12	0.18	N/A	0.18	2
EAST STREET CORRIDOR SPECIFIC PLAN (ESCSP)	ESD	ESD	25	2.72	18.33	21.05	421
GENERAL COMMERCIAL	GC	C-2	N/A	1.91	9.1	11.01	N/A
HIGH DENSITY RESIDENTIAL	HDR	RM	25	7.59	1.82	9.41	188
MEDIUM DENSITY RESIDENTIAL	MDR	R-2	16	2.17	N/A	2.17	28
MEDIUM-LOW DENSITY RESIDENTIAL	MLDR	R-1	12	0.68	0.59	1.27	12
NEIGHBORHOOD COMMERCIAL	NC	C-1	N/A	0.46	N/A	0.46	N/A
NEIGHBORHOOD PRESERVATION	NP	N-P	8	0.33	0.59	0.92	6
SERVICE COMMERCIAL	SC	C-3	N/A	0.46	N/A	0.46	N/A
SPRING LAKE SPECIFIC PLAN (SLSP)	SLSP	R-25	25	5.14	N/A	5.14	103
TOTAL	-	-	-	21.64	30.43	52.07	760

Note: Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory.

- 1) Numbers for the Residential Holding Capacity have been rounded. The residential yield was calculated at 80% of maximum density. Based on typically constructed densities, a residential yield of 80% is a conservative approach.
- 2) Residential units are allowed within the C-1, C-2 and C-3 Zones with a conditional use permit. Since there are certain criteria and restrictions that must be met to obtain a use permit, the projected unit count was not included with this survey.

TABLE II.6
SPRING LAKE SPECIFIC PLAN
SUMMARY OF RESIDENTIAL HOLDING CAPACITY BY ZONE

REVISED ____ *2012*

Zone	Maximum Density (Units/ Acre)	Acreage	Residential Holding Capacity (Units)
Single Family	-	592.3	2,971
R-3	3.0	127.0	381
R-4	4.0	73.0	292
R-5	5.0	315.9	1,579
R-8	8.0	92.65	719
Multifamily	-	60.5	971
R-15	15.0	32.7	491
R-20	20.0	16.55	355
R-25	25.0	5.0	125
Total	-	652.8	3,942

Source: City of Woodland Spring Lake Specific Plan.

Appendix A: Parcel Inventory

TABLE A.1

PARCEL INVENTORY

REVISED ____ 2012

#	ADDRESS	Parcel #	Acreage	GP	Zoning	Status	Realistic Capacity*	Notes
Zone R-1								
1	1022 WEST ST	006-281-30-1	0.27	MLDR	R-1	Redevelopable	2	
2	1006 COTTONWOOD ST	065-175-21-1	0.16	MLDR	R-1	Redevelopable	2	
3	506 CHAPMAN CIR	065-211-22-1	0.16	MLDR	R-1	Redevelopable	2	Duplex
4	11 AMHERST PL	039-361-05-1	0.33	MLDR	R-1	Vacant	3	
5	883 W SOUTHWOOD DR	065-370-06-1	0.35	MLDR	R-1	Vacant	3	
Zone R-2								
6	ELLIOT ST	005-540-29-1	0.43	MDR	R-2	Vacant	6	
7	318 BEAMER ST	005-604-06-1	0.52	MDR	R-2	Vacant	7	
8	COLLEGE ST	005-615-17-1	0.21	MDR	R-2	Vacant	3	
9	270 PALM AVE/808 KENTUCKY	005-692-59-1	0.27	MDR	R-2	Vacant	3	
10	268 PALM AVE	005-692-61-1	0.22	MDR	R-2	Vacant	3	
11	225 FREEMAN ST	005-715-07-1	0.26	MDR	R-2	Vacant	3	
12	316 WOODLAND AVE	005-716-09-1	0.13	MDR	R-2	Vacant	2	
13	204 N COLLEGE ST	005-716-10-1	0.13	MDR	R-2	Vacant	2	
Zone RM								
14	609 COMMUNITY LN	065-300-04-1	0.89	HDR	R-M	Redevelopable	18	
15	622 CALIFORNIA ST	065-300-24-1	0.23	HDR	R-M	Redevelopable	5	
16	626 CALIFORNIA ST	065-300-25-1	0.48	HDR	R-M	Redevelopable	10	
17	509 CALIFORNIA ST	065-290-39-1	0.22	HDR	R-M	Redevelopable	5	
18	ELIZABETH WAY	065-221-05-1	0.26	HDR	R-M	Vacant	6	
19	ELIZABETH WAY	065-221-06-1	0.14	HDR	R-M	Vacant	3	
20	ELIZABETH WAY	065-221-07-1	0.14	HDR	R-M	Vacant	3	
21	ELIZABETH WAY	065-221-08-1	0.14	HDR	R-M	Vacant	3	
22	ELIZABETH WAY	065-221-09-1	0.14	HDR	R-M	Vacant	3	
23	ELIZABETH WAY	065-221-10-1	0.14	HDR	R-M	Vacant	3	
24	ELIZABETH WAY	065-221-11-1	0.27	HDR	R-M	Vacant	6	
25	CALIFORNIA ST	065-221-12-1	0.2	HDR	R-M	Vacant	4	
26	CALIFORNIA ST	065-221-13-1	0.26	HDR	R-M	Vacant	6	
27	531 COMMUNITY LN	065-290-07-1	0.44	HDR	R-M	Vacant	9	
28	MATMOR RD	066-030-33-1	1.09	HDR	R-M	Vacant	22	
29	136 WOODLAND AV	005-720-08-1	4.37	MDR	R-M	Vacant	87	Vacant Part of Parcel
SLSP (Zone R-20)								
SLSP (Zone R-25)								
31	FARMERS CENTRAL AV	042-533-01-1	5.14	SLSP	R-25	Vacant	103	In SLSP

Zone C-1

32	335 FREEMAN ST	005-705-07-1	0.46	NC	C-1	Vacant	n/a
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Zone C-2

33	384-392 W MAIN ST & CR 99	064-170-06-1	4.29	GC	C-2	Redevelopable	n/a
34	276 CR 98	064-170-48-1	4.81	GC	C-2	Redevelopable	n/a
35	420 GRAND AVE & 419 1/2	006-024-01-1	0.21	GC	C-2	Vacant	n/a
36	W LINCOLN AVE	065-250-57-1	1.2	GC	C-2	Vacant	n/a
37	CALIFORNIA ST	065-280-23-1	0.48	GC	C-2	Vacant	n/a
38	CALIFORNIA ST	065-290-27-1	0.02	GC	C-2	Vacant	n/a

Zone C-3

39	327 N WALNUT ST	005-703-04-1	0.46	SC	C-3	Vacant	n/a
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CBD

40	514-518 MAIN ST	006-561-06-1	0.18	CC	CBD	Redevelopable	2 In RDA
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N-P

41	149 5TH ST	005-162-45-1	0.25	NP	N-P	Redevelopable	2
42	528 WALNUT ST	006-582-07-1	0.34	NP	N-P	Redevelopable	2
43	170 1ST ST	005-632-14-1	0.14	NP	N-P	Vacant	1
44	167 1ST ST	005-633-12-1	0.19	NP	N-P	Vacant	2

ESD

45	119-123 EAST ST	063-060-01-1	1.4	ESCSP	ESD	Redevelopable	28
46	LEMEN AV	063-060-05-1	4.35	ESCSP	ESD	Redevelopable	87
47	25 EAST ST	063-090-31-1	0.97	ESCSP	ESD	Redevelopable	19
48	301 EAST ST	063-071-04-1	0.14	ESCSP	ESD	Redevelopable	3
49	303 EAST ST	063-071-05-1	0.14	ESCSP	ESD	Redevelopable	3
50	308 A ST	063-071-06-1	0.14	ESCSP	ESD	Redevelopable	3
51	306 A ST	063-071-07-1	0.14	ESCSP	ESD	Redevelopable	3
52	306 B ST	063-071-09-1	0.14	ESCSP	ESD	Redevelopable	3
53	308 B ST	063-071-10-1	0.14	ESCSP	ESD	Redevelopable	3
54	309 B ST	063-071-11-1	0.14	ESCSP	ESD	Redevelopable	3
55	307 B ST	063-071-12-1	0.14	ESCSP	ESD	Redevelopable	3
56	306 C ST	063-071-13-1	0.14	ESCSP	ESD	Redevelopable	3
57	308 C ST	063-071-14-1	0.14	ESCSP	ESD	Redevelopable	3
58	301 C ST	063-072-01-1	0.1	ESCSP	ESD	Redevelopable	2
59	309 C ST	063-072-04-1	0.14	ESCSP	ESD	Redevelopable	3
60	311 C ST	063-072-12-1	0.14	ESCSP	ESD	Redevelopable	3
61	318 D ST	063-072-06-1	0.07	ESCSP	ESD	Redevelopable	2
62	310 D ST	063-072-08-1	0.59	ESCSP	ESD	Redevelopable	12
63	305 C ST	063-072-12-1	0.15	ESCSP	ESD	Redevelopable	3
64	313 C ST	063-072-13-1	0.14	ESCSP	ESD	Redevelopable	3
65	309 D ST	063-073-01-1	0.33	ESCSP	ESD	Redevelopable	6
66	311 D ST	063-073-02-1	0.21	ESCSP	ESD	Redevelopable	4
67	313 D ST	063-073-03-1	0.21	ESCSP	ESD	Redevelopable	4

68	316 1/2 D ST	063-073-04-1	0.1	ESCSP	ESD	Redevelopable	2	
69	316 D ST	063-073-05-1	0.1	ESCSP	ESD	Redevelopable	2	
70	318 D ST/1243 ARMFIELD	063-074-01-1	0.13	ESCSP	ESD	Redevelopable	2	
71	1246 ARMFIELD AVE	063-074-02-1	0.11	ESCSP	ESD	Redevelopable	2	
72	1247-49 ARMFIELD AVE	063-074-03-1	0.24	ESCSP	ESD	Redevelopable	5	Remodel in Progress
73	1233 ARMFIELD AVE	063-075-01-1	0.26	ESCSP	ESD	Redevelopable	6	
74	1237 ARMFIELD AVE	063-075-02-1	0.13	ESCSP	ESD	Redevelopable	2	
75	1240 ARMFIELD AV/1239 1/2	063-075-03-1	0.13	ESCSP	ESD	Redevelopable	2	
76	1242 ARMFIELD AVE	063-075-04-1	0.13	ESCSP	ESD	Redevelopable	2	
77	1223-29 ARMFIELD AVE	063-076-01-1	0.53	ESCSP	ESD	Redevelopable	10	
78	313 C ST	063-076-02-1	0.13	ESCSP	ESD	Redevelopable	2	
79	1211 ARMFIELD AVE	063-077-01-1	0.26	ESCSP	ESD	Redevelopable	6	
80	1213 ARMFIELD AVE	063-077-02-1	0.13	ESCSP	ESD	Redevelopable	2	
81	1215 ARMFIELD AVE	063-077-03-1	0.13	ESCSP	ESD	Redevelopable	2	
82	1219 ARMFIELD AVE	063-077-04-1	0.13	ESCSP	ESD	Redevelopable	2	
83	316 EAST ST	063-078-01-1	0.13	ESCSP	ESD	Redevelopable	2	
84	1208 ARMFIELD AVE	063-078-02-1	0.4	ESCSP	ESD	Redevelopable	8	
85	311 A ST	063-078-03-1	0.13	ESCSP	ESD	Redevelopable	2	
86	535 JOHNSTON ST	066-021-04-1	2.14	ESCSP	ESD	Redevelopable	43	
87	1225 EAST OAK ST	066-021-27-1	1.17	ESCSP	ESD	Redevelopable	23	
88	1237 EAST OAK ST	066-021-28-1	1.52	ESCSP	ESD	Redevelopable	30	
89	145 EAST ST	063-060-10-1	1.5	ESCSP	ESD	Vacant	30	
90	145 EAST ST	063-060-12-1	0.94	ESCSP	ESD	Vacant	19	
91	613 EAST ST	066-021-25-1	0.28	ESCSP	ESD	Vacant	6	
TOTAL ACREAGE			52.07				764 TOTAL UNITS	

Note: A residential yield of 80% was used for the properties on Appendix A (Parcel Inventory). Based on typically constructed densities, a residential yield of 80% is a conservative approach.

ATTACHMENT I

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF WOODLAND AND ALC IV WOODLAND SPRING LAKE, LLC FOR THE
PARKVIEW IN SPRING LAKE DEVELOPMENT.

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 will 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, ALC IV Woodland Spring Lake, LLC ("Developer") propose to develop certain real property located in the City of Woodland ("Property"), more particularly described in Exhibit "A" attached hereto 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 development agreement attached hereto as Exhibit " " 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 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 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 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 City of Woodland City Council held a duly noticed public hearing on _____, 2012 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

WHEREAS, on _____ 2012 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 Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, _____, 2012 the City Council introduced this Ordinance through a first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 et seq. on _____ 2012, 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 Development Agreements 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, City 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 Development Agreement; (ii) the Development Agreement are consistent with the General Plan and SLSP; (iii) the Development Agreements are in conformity with the public convenience, general welfare and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety and general welfare; and (v) 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 Development Agreement attached hereto as Exhibit "A"

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 Development Agreement will permit land uses that best reflect the community needs, including the need for affordable housing 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 Development Agreement will 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 Agreement because, on _____, 2012, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project Development Agreement.

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

Section 6. This Ordinance shall take effect thirty (30) days after its adoption and , within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council on _____, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Artemio Pimental,
Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Andrew Morris, City Attorney

Dated: _____

Exhibit "A" – 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

DEVELOPMENT AGREEMENT NO. []

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

ALC IV WOODLAND-SPRING LAKE, LLC

1.10.12 Draft

DEVELOPMENT AGREEMENT NO. []

This Development Agreement (hereinafter "Agreement") is entered into as of this ____ day of _____, 2012 by and between the City of Woodland, California ("CITY"), and ALC IV Woodland-Spring Lake, LLC, a California limited liability company ("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, the then owner of the Property, Turn of the Century, LLC, and CITY entered into a development agreement approved by the Woodland City Council on August 19, 2003 ("TOC 160 Development Agreement"); and

WHEREAS, OWNER and CITY wish to enter into a project specific development agreement pursuant to the Plan, which shall replace the TOC 160 Development Agreement as it pertains 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 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 dated December 18, 2001, November 19, 2002, December 17, 2002 and April 15, 2003; 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” 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, 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 telephone company after transmission by facsimile 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
400 Capitol Mall, Suite 1650
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

ALC IV Woodland-Spring Lake, LLC
8678 Carey Court
Stockton, CA 95212
Attn: William R. Zech
Telephone: (209) 405-1259
Facsimile: (209) 931-4918

Copy to:

Robert J.S. Fowler
PO Box 1008
Santa Margarita, CA 93453
Telephone: (805) 701-5702

(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. OWNER acknowledges that while the application for rezone and Specific Plan Amendment which triggers this Agreement may result in approximately-108 additional R-8 single family units being added to the Spring Lake Specific Plan, OWNER is simultaneously proposing to reduce the number of multifamily units that it is currently entitled to construct within the Spring Lake Specific Plan by 125 units.

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, the CITY shall enter into a Funding and Reimbursement 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. The CITY has previously entered into a Funding and Reimbursement Agreement, dated September 7, 2005 with the then owner of the Property, HTW West Ventures, LLC.

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 the Funding and Reimbursement Agreement dated September 7, 2005 entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees. 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. Swainson's Hawk Mitigation. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Pursuant to Section 4.4 of the TOC 160 Development Agreement, agricultural conservation easements as required by the Agricultural Mitigation Program were provided which satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat mitigation related to the Property.

4.4 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.

4.5 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.

4.6 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.

4.7 Inclusionary Housing Agreement. In April of 2005, CITY entered into that certain Affordable Housing Land Dedication Agreement with three developers which included the then title holder to the Property, HTW West Ventures, LLC. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan. Such Inclusionary Housing Agreement shall mandate that 7 affordable single family homes be constructed throughout the Project and will include a cash payment for the Spring Lake Offsite Affordable Housing fee on a per market rate single family lot basis for the 10 acre northerly parcel that is the rezoned school site.

4.8 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.

4.9 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. CITY and OWNER will 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. OWNER acknowledges that the Property is already part of an existing community facilities and special assessment district. OWNER further acknowledges that if its Property is rezoned for R-8 single family use, the Property will be obligated to pay more than its current allocated share of existing special assessment district and community facilities district assessments in the future, including an anticipated incremental community facilities bonded indebtedness obligation to bring the Property to par with other similarly situated R-8 properties. To the extent any such district or other financing entity is formed and sells bonds or bond equivalents 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 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

ALC IV WOODLAND-SPRING LAKE,
LLC, a California limited liability company

BY: ACCESS LAND COMPANY, LLC, a
California limited liability company

By: _____

William R. Zech

Its: Manager

Dated: _____

CITY

CITY OF WOODLAND, a California
municipal corporation

By: _____

Artemio Pimentel

Mayor

Dated: _____

ATTEST:

By: _____

Ana Gonzalez

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

STATE OF CALIFORNIA)

$\Delta_{\mathcal{H}}(\mathcal{H}_1, \mathcal{H}_2) = \frac{1}{2} \left(\mathcal{H}_1 \cup \mathcal{H}_2 - \mathcal{H}_1 \cap \mathcal{H}_2 \right)$

COUNTY OF _____)

SS.

On _____, 2011 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 _____, 2011 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 _____, 2011 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)

The land referred to is situated in the County of Yolo, City of Woodland, State of California and is described as follows:

Lot N and O, as shown on that certain Map entitled, "Subdivision No. 4821, Turn of the Century, Large Lot Subdivision", filed January 31, 2006, in the Office of the County Recorder of Yolo County, California, in Book 2006 of Maps, at Page(s) 18 through 20, inclusive.

Excepting therefrom all minerals, mineral deposits and natural resources, including all oil, gas and other hydrocarbon substances in and under said land below a depth of five hundred (500) feet, without right of surface entry or entry into five hundred (500) feet below the surface of the Land, as the same was reserved by Turn of the Century, a Delaware limited liability company, in Grant deed recorded January 7, 2004, in Official Records under Recorder's Serial Number 2004-0000650.

APN: 042-010-083 (Affects Lot N)

APN: 042-010-084 (Affects Lot O)

Exhibit A

EXHIBIT "B"

(Map of the Property)

Exhibit B

82093.0018A\3562869.4

EXISTING SPECIFIC PLAN

LAND USE SUMMARY					EXISTING LAND USE		PROPOSED LAND USE		DIFFERENCE	
	AREA	TOTAL UNITS	AREA	TOTAL UNITS	AREA	DENSITY	AREA	TOTAL UNITS		
R-3	0.00 ac.	0	16.22 ac. (N)	108	16.22 ac. (N)	6.66 ac. (N)	16.22 ac. (N)	108		
R-20	6.25 ac.	125	0.00 ac.	0	0.00 ac.		0.00 ac.	0		
SCHOOL	9.97 ac.	0	0.00 ac.	0	0.00 ac.		0.00 ac.	0		
EX. LOCAL ROAD	0.91 ac.		0.91 ac.	0	0.00 ac.		0.00 ac.	0		
MACK WAY										
	17.13 ac. "	125	17.13 ac.	108	6.30 du/acre (G)		0.00			

RECEIVED
JAN 5 2012
City of Woodland

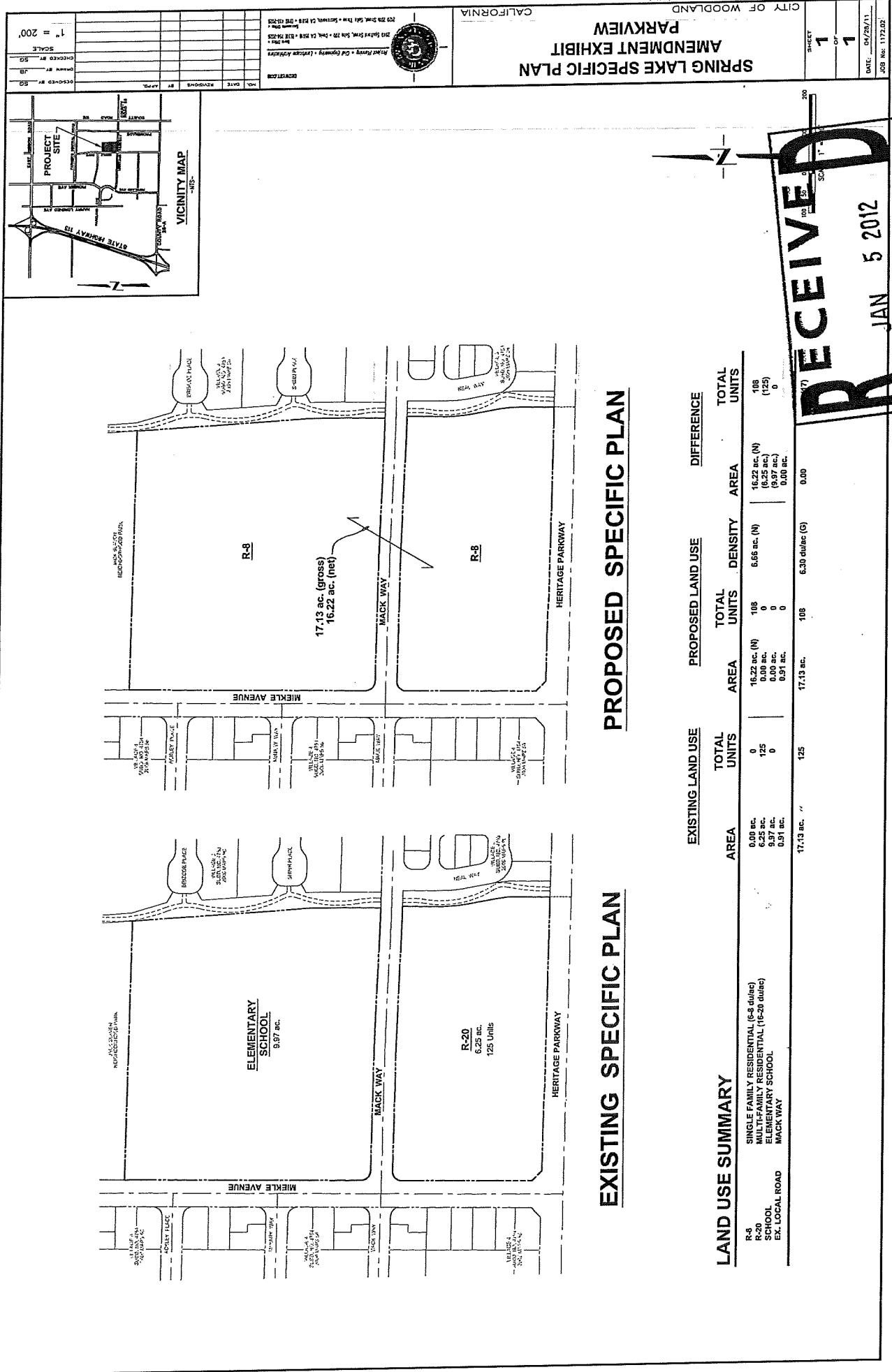


EXHIBIT "C"

Development Map and Conditions of Approval

Exhibit C

[illegible]

INTERSECTION CURB RADIi TABLE	
INTERSECTION TYPE	MINIMUM RADIUS AT FACE OF CURB
LOCAL TO LOCAL	25'
LOCAL TO COLLECTOR	30'
COLLECTOR TO COLLECTOR	35'
COLLECTOR TO ARTERIAL	35'
ARTERIAL TO ARTERIAL	35'

STREET & LOTTING PLAN
GRADING AND DRAINAGE PLAN AND SECTIONS
WATER & SEWER PLAN

LOTS A, B, C, D, E GREENBELT OR SUBDIVISION TRAIL CORRIDOR

[illegible]

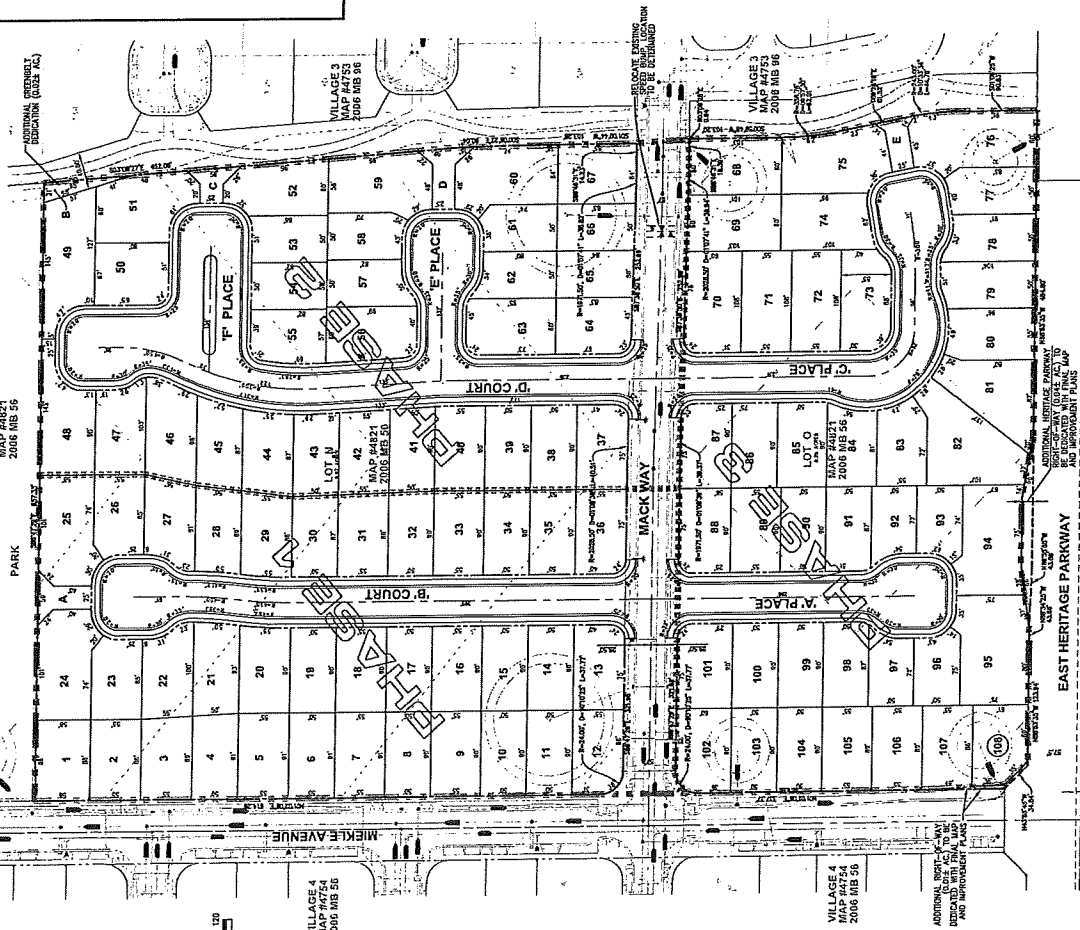
USE	SPECIFIC PLAN	DENSITY PERMITTED (BASED ON LOT AREA)	PROPOSED TENTATIVE DENSITY
	AREA # UNITS	AREA # UNITS	AREA # UNITS
PDP (SCHOOL)	937 A.C.	0	0 A.C.
R-20	825 A.C.	125	0 A.C.
M-2	0 A.C.	0	16.23 A.C.
TOTALS:	1622 A.C.	125	16.23 A.C.

* DENSITY CALCULATED DOES NOT INCLUDE EXISTING STRUCTS (BAPTIST HERITAGE PARKWAY OR BELLEVUE AVENUE).

◆ THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBJECTS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

◆ 10 % (11 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION

◆ THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.



OWNER / DEVELOPER:
ALC IV WOODLAND - SPRING LAKE, LLC
P.O. BOX 1008
SANTA MARGARITA, CA 93451

CIVIL ENGINEER:
STEVE GREENFIELD RCE C50B80
CLUNNINGHAM ENGINEERING
2040 SPARTAN STREET
DAVIS, CALIFORNIA 95618
(830) 758-2018

ASSESSORS PARCEL No:

AREA:

EVICTING TENANTS.

84-74-872, 84-74-873

R-1

DOMESTIC WATER, SANITARY
SEWER AND DRAINAGE.

EL ESTADÍSTICO 9 018:

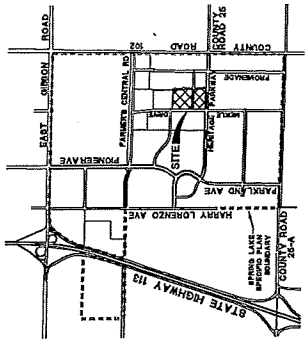
3221

CHAPTER COMPLETION

NOTES:

1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND, STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
3. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

514



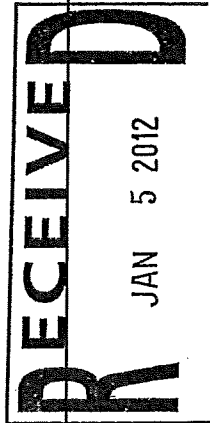
SPRING LAKE SPECIFIC PLAN
PARKVIEW
TENTATIVE SUBDIVISION MAP #5004
STREET AND LOTTING PLAN

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**FINDINGS AND CONDITIONS OF APPROVAL FOR THE PARKVIEW PROJECT
INCLUDING A SPECIFIC PLAN AMENDMENT TO REZONE LAND FROM MULTI-
FAMILY RESIDENTIAL (R-20) AND SCHOOL TO SINGLE FAMILY RESIDENTIAL
(R-8); TENTATIVE SUBDIVISION MAP #5004 , AND DEVELOPMENT AGREEMENT**

(As approved by the Woodland City Council).

DRAFT 1.10.12

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 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 form 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); and 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 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).
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.
2. The project is consistent with the purpose and intent of Housing Element.

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.

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 PARKVIEW PROJECT SPECIFIC PLAN
AMENDMENT, TM #5004, 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 _____ City Council staff report, as approved by City Council, for the ALC IV Woodland Spring Lake, 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 Specific Plan Affordable Housing Plan (SLSP AFP), the City's Inclusionary Housing Ordinance. Under the SLSP AHP, any for sale residential project is required to provide 10 percent (%) of its units for Low-Income Households. This project requires 7 single family affordable units, based on a total unit count of 67 single family lots on the previously zoned school site.

The single family units should 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 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 first Final Map.

9. 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.

10. SLSP AHP Compliance. Prior to approval of tentative map(s), the OWNER shall show proof of compliance with the SLSP AHP>
11. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit for units created on the former 10 acre school site.
12. Affordable unit size. The size (number of bedrooms) of affordable housing units shall be distributed throughout the subdivision at proportions similar to the market rate units. In other words, if market rate homes in a particular subdivision are developed as 3 and 4 bedroom units, the affordable units shall be developed as 3 and 4 bedroom units.
13. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
14. Fair Share Cost. 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).
15. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to development regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25
16. Nexus Study. The applicant must comply with the requirements of the SLSP Nexus Study.
17. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
18. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of the first final map requires that all lots have a building unit allocation. No final map shall be accepted by the City unless BUAs are assigned. This map will be assigned 101 single family market rate BUAs. In this case, 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 the transaction shall be in compliance with the BUA Ordinance.
19. 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 sub divider 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. Reapportionment Following reapportionment an analysis of the annual special tax generated will need to be completed. Any shortfall in special tax could require a pre-payment.
2. Fee Credits Subject property(s) will be considered as a First Release for the purposes of fee credit determination.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling 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. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
3. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development, and Parks and Recreation Departments concurrent with public improvement plans and prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

4. Street Tree Master Plan. 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 – tree division. A soils test shall be submitted that will assist in appropriate species selection.
5. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
6. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits.
7. Pedestrian Access Path to Park. Applicant shall be responsible for constructing an appropriate connecting access path at the end of "B" court. The pathway shall be designed to be ADA accessible. The pathway shall be installed at the time of construction of Phase 1.
8. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. 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).
9. 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.
10. Street and Lot lighting. Lights along local roads and I public use areas shall be consistent with SL Development Regulation 2.22.2.
11. 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.

12. 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. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in the Village 3 development. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.
14. Privacy / Sound Wall. The required privacy/sound wall along north side of East Heritage Parkway shall be designed and constructed to be consistent with existing adjacent fencing. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits for Phase III. Landscaping and construction of the public improvements shall occur concurrently with adjacent development. With a final map on Phase III, public improvements shall include the construction of the entire length of the privacy wall from the greenbelt to Meikle Avenue.
15. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs at the North East corner of Heritage Parkway and Meikle Avenue consistent with SL Design Standard 1.6.2, which may include small scale monument or themed art piece.

A design specification for the sign or in-lieu art piece shall be prepared for review and approval by the Community Development and Public Works Director prior to approval of the final map.
16. Prohibit RV Parking. Provisions in the CC and 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.
17. Prohibit Garage Conversions. Provisions in the CC and Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
18. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.
19. 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 (5%) Percent of all units shall have roof photovoltaic energy systems or other alternate energy systems. The method and number of homes shall be identified prior to the issuance of building permits.

20. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.

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. Prior to issuance of building permits, house plans shall be reviewed for consistency with interior noise level requirements, particularly for second floor bedrooms.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the 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 to Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. A fully executed, agreement, signed and recorded with the County shall be provided as evidence. *(This item has been satisfied through recordation on the Merritt Easement)*
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 (Prepared by Engeo

Incorporated, dated November 9, 2010) shall be complied with in the development of this subdivision.

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)

Roadways

1. The project with each final map shall construct street improvements within or immediately adjacent to, or required for connection to, the area defined by the final map including asphalt pavement, curb gutter, sidewalk, driveways, and landscaping all street lights, fire hydrants and appurtenances.
2. The Applicant shall replace all cracked and broken sidewalk, and complete missing sections of sidewalk along, Meikle Avenue and Mack Way Any damage to the sidewalk on Heritage Parkway caused by construction of this subdivision shall be repaired by the Developer.
3. Existing Speed hump is to remain or be relocated to a location not in conflict with proposed improvements to the satisfaction of the City Engineer and be maintained by the developer until accepted by City.
4. Project improvement plans for Phases 2 and 3 shall include protection of, restoration of any damage to, the existing subdivision trail during construction of improvements. Phase

- 2 plans shall include construction of and logical sidewalk connections to “E” Place, and “F” Place at the developer’s cost. Phase 3 plans shall include construction of and a logical sidewalk connection to “C” Place at the developer’s cost. Dedication of the 870 square feet and any additional land if determined necessary to complete the 40- foot wide greenbelt adjacent to lot 49 shall be reimbursable in accordance with the CIP for the Spring Lake Specific Plan and any land dedication and improvements to complete the 40 foot width greenbelt will be IFR reimbursable costs.
5. ADA turnouts shall be constructed in the sidewalk, including a 5’ width of sidewalk every 400’ unless determined otherwise by the City Engineer.
 6. “F” Place shall have a minimum median width as shown on the tentative map; length of the median shall be determined by the City Engineer at the time of preparation of the improvement plans.
 7. Revise the Section D on page C02. Sound wall is actually spring lake standard concrete privacy fence. The cost of the privacy fence will be a SLIF Fee creditable cost.
 8. Pedestrian pathways lots (designated by letter) shall include a minimum of a 10’ PCC pedestrian pathway and landscaping design on each side of the path shall be approved by the City.
 9. The pedestrian pathway located at the north end B Court shall have logical pedestrian pathway connection to the existing park sidewalk system constructed at the developer’s cost.
 10. Public improvements for map phases 2 and 3 shall include maintenance restoration and construction of compatible public improvements to complete and insure a quality 40’ landscaped parkway along the eastern edge of the map. Identification of improvements shall be determined by the City at the time of approval of public improvement plans.
 11. Sidewalk along Mickle Avenue shall have a root barrier installed along the front of sidewalk. Design and depth subject to approval by the City.

Easements and Right of Way

1. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
2. A seven 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. Exception on Arterial roads with green belts of 20’ or greater.

3. Map phase 2 shall dedicate a right of way of approximately 870 s.f. adjacent to lot 49 so as allow the improvement of the existing greenbelt to a 40' width at the northeastern edge of the map. Dedication of the 870 square feet and any additional land, if determined to be necessary to complete the 40 foot wide greenbelt, shall be reimbursable in accordance with the CIP for the Spring Lake Specific Plan and any improvements to the greenbelt will be IFR reimbursable costs.

Wastewater and Sewer Collection System

1. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
2. 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.
3. Prior to approval of the first final map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, for the entire tentative map area, and shall be submitted to the City for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations
4. 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.
5. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
6. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.
7. Construction of Sewer mains and laterals for houses fronting on Meikle Avenue shall be in accordance with special detail on the tentative map (with a parallel main located below the sidewalk) unless otherwise determined by the City Engineer. Sidewalk construction above the sewer line shall include root barriers at the front of walk.

Storm Water

1. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only, final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.

2. When project phase 1 or phase 2 proceeds with first final map, the improvement plans shall include grading and drainage improvements on the adjacent property to insure that interim storm drain improvements can be managed without impacting adjacent property. Project shall obtain all necessary rights of entry and permissions from adjacent property owner to construct said improvements.

Storm Water Quality Control

1. Construction of projects disturbing more than one acre of soil shall prepare a Storm water Pollution Prevention Plan in accordance with National Pollution Discharge Elimination System (NPDES Construction General 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.
2. The Developer shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map.

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. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Per 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.
5. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

6. Separate metered services shall be installed for the Median on F place and (unless connected to an existing metered system) and the pedestrian paths located on lots designated with letters.

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.

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. All building shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance

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.

4. Prior to final map applicant shall pay \$208 per lot in transit capital fees and \$35 per lot in transit operating fees.

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. This Tentative Subdivision Map #5004 includes three phases. The numbering of phases is for reference purposes only and landowner has no obligation to develop the property sequentially by number or in any particular order. Each phase shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
6. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, fire hydrants, street lights and railroad crossing improvements.
7. All domestic 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; unless determined unnecessary by the City's finance department.
9. 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.
10. 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 approval of the final map to the City to refund the third party.
11. 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.
12. If conditions for the project require the owner to construct improvements which serve the entire City and are included in the City's Development Impact Fee Program, or other funded program; the applicant may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
13. If greater than 600 S.F. second units shall pay single family dwelling unit development fees.
14. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
15. This project is subject to the construction and demolition debris recycling and diversion ordinance.
16. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans including the location of AT& T facilities.
17. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
18. A registered landscape architect shall design all landscape and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.

19. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. With a final map on Phase III, public improvements shall include the construction of the entire length of the privacy wall from the greenbelt to Meikle Avenue. 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.
20. At the time of preparation of public improvement plans project shall include a lighting plan in accordance with the Spring Lake standards for review and approval of the City. If necessary for proper luminance the City Engineer may require additional luminaries within pedestrian pathways.

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. 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.

Police Department

1. The project shall comply with the Uniform Security Code, Chapter 6 from the Building Code, Article 1, section 6-1-8.

Yolo Solano Air Quality Management District

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

May vary

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 July 21, , 2011, 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	\$754	\$629
Fire	\$1,162	\$871
Library	\$47	\$39
Police	\$995	\$830
Wastewater	\$5,457	\$4,548
Water	\$500	\$307
Parks--Springlake	\$3,446	\$2,872
Surface Water (a future fee for the development of surface water treatment facilities)	2,675	By meter size
MPFP Admin Fee	\$150	\$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 \$36,105 and MF \$23,829; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee of \$35.00 on the 9.78 acre parcel, APN 042-010-83
- 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
- Off site affordable housing fee of \$1,100 per market rate single family unit as required in Section 4.7.

ATTACHMENT J

Woodland, California, Code of Ordinances >> - The Code of the City of Woodland, California >>
CHAPTER 26. - SPRING LAKE SPECIFIC PLAN BUILDING UNIT ALLOCATION PROGRAM >> Article
II. - Release of Building Unit Allocations. >>

Article II. - Release of Building Unit Allocations.

Sec. 26-2-10. - Staged release of BUAs.

Sec. 26-2-20. - First release BUAs.

Sec. 26-2-30. - Second release BUAs.

Sec. 26-2-40. - Third release BUAs.

Sec. 26-2-50. - Reduction of BUAs.

Sec. 26-2-60. - BUAs not required when.

Sec. 26-2-70. - Increased BUAs.

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The city shall release BUAs in three stages as described in this article. The projected dates for each stage, or "release," are based on the assumption that landowners have obtained land use entitlements and are prepared to advance the funds or obligate their respective properties to bond financing to begin construction of the physical improvements. Accordingly, the release dates identified in this chapter may be earlier or later than planned, contingent upon the city's determination, in its sole discretion, that sufficient progress has been achieved toward securing approval of land use entitlements.

(Ord. No. 1343, § 3, (part).)

Sec. 26-2-20. - First release BUAs.

Subject to the city's determination as described in Section 26-2-10 of this chapter, the city shall release one thousand two hundred forty-two BUAs ("first release group") concurrently with the first issuance of bonds for infrastructure financing ("first release date"). The city may issue a maximum number of building permits per fiscal year as follows: seven hundred fifty-one in 2004-05, four hundred ten in 2005-06 (1161 cumulative) and eighty-one in 2006-07 (1242 cumulative) pursuant to these first release BUAs to maintain consistency with the general plan's goal to manage residential growth at an even and reasonable pace.

(Ord. No. 1343, § 3, (part); Ord. No. 1396, § 1.)

Sec. 26-2-30. - Second release BUAs.

Subject to the city's determination as described in Section 26-2-10 of this chapter, the city shall release eight hundred eighty-two (or such other number as determined by the city pursuant to Section 26-2-50 of this chapter) BUAs ("second release group") on June 30, 2007 ("second release date").

(Ord. No. 1343, § 3, (part).)

Sec. 26-2-40. - Third release BUAs.

The city shall release four hundred fifty-five (or such other number as determined by the city pursuant to Section 26-2-50 of this chapter) BUAs ("third release group") on a date to be determined by the city but that is no later than June 30, 2015 ("third release date").

(Ord. No. 1343, § 3, (part); Ord. No. 1521, § 2, 10-19-10)

Sec. 26-2-50. - Reduction of BUAs.

The number of BUAs in the second and third release groups may be reduced by an amount determined by the city, in the city's sole discretion, if the city, after considering the number of residential units constructed in the city, determines that such reduction is required to maintain growth limitations set forth in the city's general plan.

(Ord. No. 1343, § 3, (part).)

Sec. 26-2-60. - BUAs not required when.

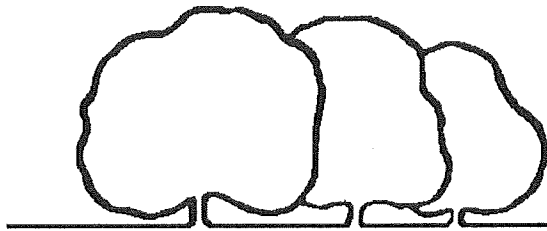
Notwithstanding any other provision in this chapter, the construction of low income or very low income single-family units, and the construction of all multi-family units, shall not require BUAs.

(Ord. No. 1343, § 3, (part).)

Sec. 26-2-70. - Increased BUAs.

Notwithstanding anything to the contrary in this chapter, the community development director may, in his or her sole discretion, issue BUAs in the second and/or third releases in excess of the numbers set forth in sections 26-2-20 and 26-2-30, and in excess of the two thousand five hundred seventy-nine BUAs contemplated by this chapter, to the extent that there exist parcels which have been zoned to accommodate more units than would otherwise be available under the BUA limits in sections 26-2-20 and 26-2-30. The owner of any parcel(s) wishing to receive an increased BUA allocation shall submit a request for an increased allocation to the community development director prior to the issuance of a final map for the parcel(s). No such request shall be approved until it has been reviewed and found to be consistent with General Plan Policy 1.A.7 and/or any other general plan policy regarding growth caps, as well as with any growth-related provisions in an applicable specific plan.

(Ord. No. 1521, § 3, 10-19-10)



City of Woodland

MEMORANDUM

TO: MEMBERS OF THE WOODLAND PLANNING COMMISSION

FROM: Akin Okupe, Senior Civil Engineer, CDD.

SUBJECT: South West Tank, Davis Douglass Park.

DATE: January 19, 2012

Summary

This project will consist of the construction of a 3.0 million gallons water storage tank and a booster pump station with a rated capacity of 6,000 gallons per minute at Davis Douglass Park. The proposed tank would be partially buried concrete tank with a diameter of approximately 130 feet and a height of about 35 feet. The project will improve the City's ability to provide firm and reliable water supply in the southwest region.

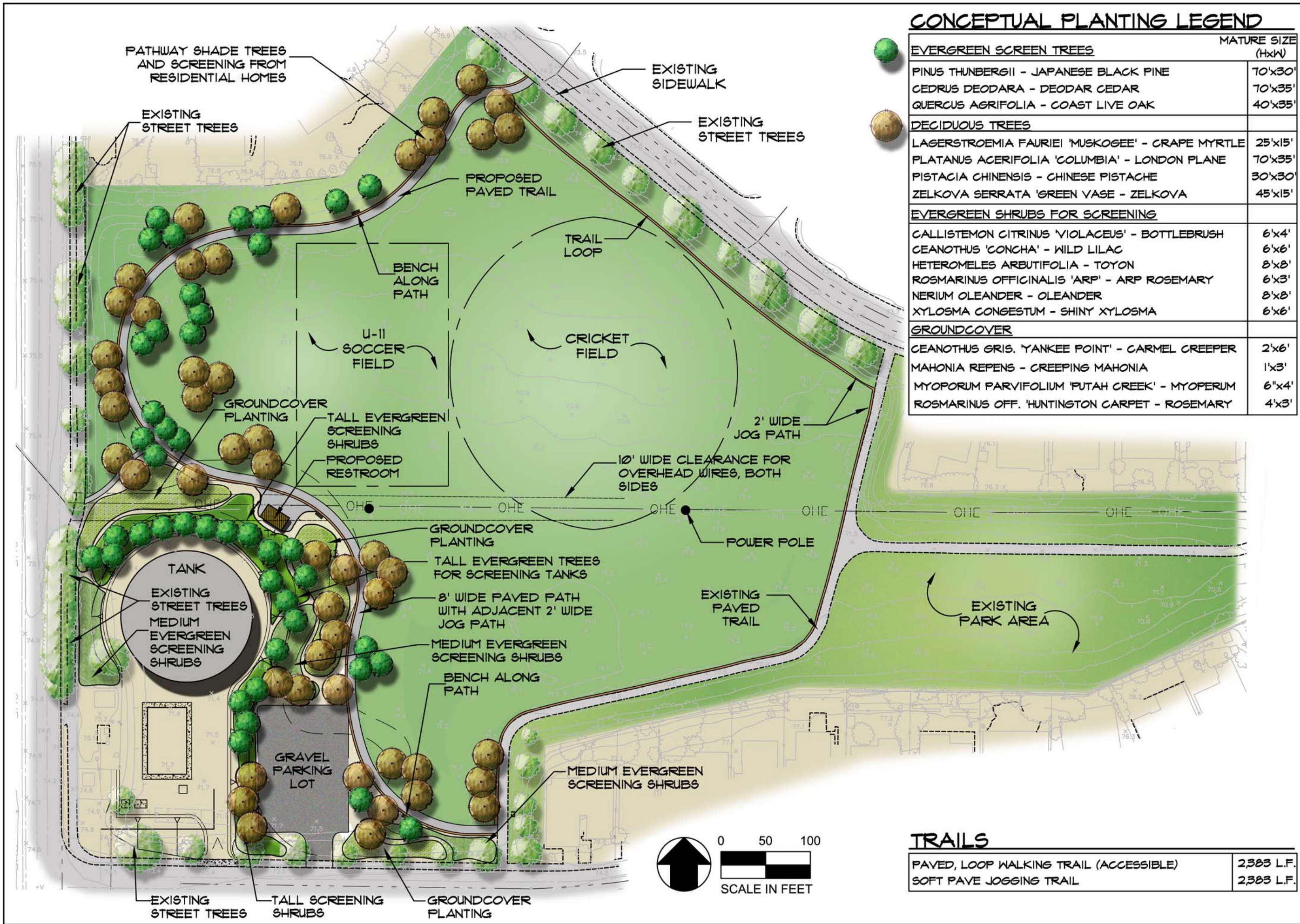
Background

West Yost Engineering Inc. evaluated the water distribution system for present and future demand. Pursuant to this, the following findings were presented to staff:

- In order to address system deficiency to meet existing demand, a 3 million gallons storage tank is needed in the southwest region of the City.
- In order to alleviate storage capacity deficit at build-out, approximately 5.9 million gallons of storage is required beyond the 3.0 million gallons recommended for existing system.

Discussion

Two alternative tank types were considered for the southwest tank project, these include pre-stressed concrete tank and steel tank. Steel tank has lower initial outlay but higher long range operation and maintenance cost compare to a concrete tank. The total cost of construction of the concrete tank and steel tank are \$5,813,000 and \$5,490,000 respectively while the operation and maintenance cost are \$2,759,000 and \$3,152,000 respectively. The location of the tank as well as the landscape design is as indicated in the attached drawing.



CONCEPTUAL PLANTING LEGEND

EVERGREEN SCREEN TREES		MATURE SIZE (HxW)
PINUS THUNBERGII - JAPANESE BLACK PINE		70'x30'
CEDRUS DEODARA - DEODAR CEDAR		70'x35'
QUERCUS AGRIFOLIA - COAST LIVE OAK		40'x35'
DECIDUOUS TREES		
LAGERSTROEMIA FAURIEI 'MUSKOGEE' - GRAPE MYRTLE		25'x15'
PLATANUS ACERIFOLIA 'COLUMBIA' - LONDON PLANE		70'x35'
PISTACIA CHINENSIS - CHINESE PISTACHE		30'x30'
ZELKOVA SERRATA 'GREEN VASE' - ZELKOVA		45'x15'
EVERGREEN SHRUBS FOR SCREENING		
CALLISTEMON CITRINUS 'VIOLEACEUS' - BOTTLEBRUSH		6'x4'
CEANOTHUS 'CONCHA' - WILD LILAC		6'x6'
HETEROMELES ARBUTIFOLIA - TOYON		8'x8'
ROSMARINUS OFFICINALIS 'ARP' - ARP ROSEMARY		6'x3'
NERIUM OLEANDER - OLEANDER		8'x8'
XYLOSMA CONGESTUM - SHINY XYLOSMA		6'x6'
GROUND COVER		
CEANOTHUS GRIS. 'YANKEE POINT' - CARMEL CREEPER		2'x6'
MAHONIA REPENS - CREEPING MAHONIA		1'x3'
MYOPORUM PARVIFOLIUM 'PUTAH CREEK' - MYOPERUM		6"x4'
ROSMARINUS OFF. 'HUNTINGTON CARPET' - ROSEMARY		4'x3'

TRAILS

PAVED, LOOP WALKING TRAIL (ACCESSIBLE)	2,383 L.F.
SOFT PAVE JOGGING TRAIL	2,383 L.F.



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CUNNINGHAM ENGINEERS

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CITY OF WOODLAND

SOUTHWEST AREA TANK

JOB NUMBER
204-00-10-33

DRAWING NUMBER

SHEET NUMBER

RESOLUTION NO. _____
A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND REGARDING THE SUBMITTAL OF PUBLIC COMMENTS PRIOR TO
A SCHEDULED MEETING DATE.

WHEREAS, the City of Woodland ("City") is authorized pursuant to California Government Code section 65101 to create a Planning Commission; and

WHEREAS, state law establishes requirements regarding notice of public hearings; and

WHEREAS, Chapter 2, Article VII, Part D, of the Woodland Municipal Code, sets forth the duties and procedures of the Planning Commission; and

WHEREAS, the California Environmental Quality Act sets forth requirements for public noticing for those projects that require environmental review; and

WHEREAS, the City of Woodland provides all noticing in accordance with all rules and procedures that govern public hearings and public review of projects that come before the Planning Commission, including publication in a newspaper, mailing of notice and posting of sites; and

WHEREAS, the City of Woodland Planning Commission endeavors to review fully all public comment material that is submitted in regard to publicly noticed projects and encourages interested parties to participate in the public discourse, including attendance at meetings and offering comments at meetings as well as through the submission of written comments and materials; and

WHEREAS, the City of Woodland Planning Commission would like to provide notice to the public that while the Commission will make every effort to review any and all public comments and materials that are submitted regarding a project, but that those received less than 24 hours before a meeting date may not be able to be considered completely; and

WHEREAS, the City of Woodland Planning Commission would like to encourage all members of the public who have interest in items scheduled for public hearing to attend the meeting to discuss the matter and explain their comments or concerns; and

NOW, THEREFORE, based on the above considerations, the Planning Commission of the City of Woodland California, does hereby direct staff to include the following statement on all Planning Commission agendas and public notices the following:

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

Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.

PASSED AND ADOPTED by the Planning Commission on January 19, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Sanders
Chair

ATTEST:

APPROVED AS TO FORM:

Cindy A. Norris
Principal Planner

Andrew Morris,
City Attorney

Dated: January 19, 2012