City of Woodland

Meeting Agenda - Final

Planning Commission

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

530-661-5820

Thursday, November 20, 2014 | **6:30 PM** | **Council Chambers**

A. Call to Order

B. Roll Call

C. Approval of Minutes

14-458 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of November 6, 2014.

Attachments: 11_06_14 Meeting Minutes.pdf

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

H. Public Hearing

14-441 PROJECT TITLE: Spring Lake - Beeghly Ranch Development Agreement

SUBJECT: A request for approval of an Amendment to the Beeghly Development Agreement to specify the obligations of the developers including changes related to the construction of County Road 25A and to clarify timing and amounts for reimbursement of civil infrastructure and landscaping.

Attachments: Tentative Map.pdf

WOODLAND_ PC Resolution Recommending CC Approval for Beeghly Ranch

Execution Copy of First Amendment to DA (Solara Ranch 10 23).pdf

DA Ordinance Addendum - Beeghly Resolution .docx

I. New Business

J. Old Business

K. Adjournment

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

Legislation Details (With Text)

File #:	14-458	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	11/7/2014			**In control:**	Planning Commission
On agenda:	11/20/2014			**Final action:**	
Title:	SUBJECT: Planning Commission Minutes RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of November 6, 2014.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11_06_14 Meeting Minutes.pdf				

Date	Ver.	Action By	Action	Result

Planning Commission Minutes

TO: Members of the Woodland Planning Commission

DATE: November 20, 2014
SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of November 6, 2014.

STAFF CONTACT: Angela Weeks, Administrative Secretary, Community Development Department

Attachments:
1. November 6, 2014 Meeting Minutes

City of Woodland

Meeting Minutes
Planning Commission

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

530-661-5820

Thursday, November 6, 2014 | **6:30 PM** | **Council Chambers**

A. Call to Order

Meeting was called to order at 6:30 pm
Staff Present:
Cindy Norris, Principal Planner
Erika Bumgardner, Associate Planner

B. Roll Call

Present 6:
Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner Patricia Murray, Commissioner Seth Wurzel, Commissioner John Murphy and Commissioner Kirby Wells.

Absent 1:
Commissioner Chris Holt

C. Approval of Minutes

14-421 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meetings of October 2, 2014.

Attachments: 10_02_14 Meeting Minutes.pdf

A motion was made by Murray, seconded by Wells, that they be approved. The motion carried by the following vote:
Ayes: Patricia Murray, Kirby Wells, John Murphy, Marco Lizarraga, Fred Lopez and Seth Wurzel.

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

H Public Hearing

14-441

PROJECT TITLE: Spring Lake - Beeghly Ranch Development Agreement

SUBJECT: A request for approval of an Amendment to the Beeghly Development Agreement to specify the obligations of the developers including changes related to the construction of County Road 25A and to clarify timing and amounts for reimbursement of civil infrastructure and landscaping.

Attachments: Tentative Map.pdf

WOODLAND_ PC Resolution Recommending CC Approval for Beeghly Ranch Subdivision-c1.docx
Execution Copy of First Amendment to DA (Solara Ranch 10 23).pdf

DA Ordinance Addendum - Beeghly Resolution .docx

The Public Hearing was opened by Commissioner Wurzel. The Hearing was closed and continued to the next Planning Commission Meeting scheduled for November 20, 2014.

14-437

AT&T Cell Tower Conditional Use Permit: Request for a Conditional Use Permit to allow the construction and operation of a 90-foot tall stealth telecommunications cellular tower in the shape of a water tower and the installation of related ground equipment on a 1,305 square foot leased area on an undeveloped parcel located approximately 200 feet south of East Main Street and approximately 300 feet east of Douglas Lane (APN 027-310-061).

Attachments: Att 1 and Ex A_Resolution and Project Conditions of Approval.doc

Ex B to Att 1_Site Plan and Elevations.pdf

Att 2_Project Application, Map, Site Photos.pdf

Att 3_Photo Simulations.pdf

Att 4_Radio Frequency Report.pdf

Att 5_Coverage Maps.pdf

Att 6_Noise Study.pdf

A motion was made by Commissioner Wells in support of staff's recommendation to approve the Conditional Use Permit with modifications to Condition of Approval #18 and #19. Commissioner Wells motion included further amended language to Condition #18, requiring the graphic image/mural design be brought back to the Planning Commission for review and approval prior to final design.

The motion did not carry, with Commissioner Wells and Commissioner Murray voting in support of the motion and Commissioner Lizzaraga, Commissioner Lopez, Commissioner Murphy and Commissioner Wurzel voting No.

A second motion was made by Commissioner Lizarraga and seconded by Commissioner Murphy in support of staff's recommendation to approve the Conditional Use Permit with modifications to Conditions of Approval #18 and #19 as presented by staff, with no additional modified language.

The motion carried with the following vote:
Ayes: Commissioner Lizarraga, Commissioner Murphy, Commissioner Lopez, Commissioner Wurzel.
Nos: Commissioner Murray and Commissioner Wells.

I. New Business

J. Old Business

14-440 SUBJECT: Informational Update Concerning the Comfort Suites Public Art Proposal

Attachments: Close up of elevation with murals.pdf

City Staff brought back the amended mural design for Confort Suites to the Planning Commission as requested at the last meeting. The Planning Commission supported the final design as presented. No further comments were provided.

K. Adjournment

The meeting was adjourned at 7:15 pm

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

Legislation Details (With Text)

File #:	14-441	Version: 2	Name:		
Type:	Public Hearing Item		Status:	Agenda Ready	
File created:	10/30/2014		In control:	Planning Commission	
On agenda:	11/20/2014		Final action:		
Title:	PROJECT TITLE:	Spring Lake - Beeghly Ranch Development Agreement			

SUBJECT: A request for approval of an Amendment to the Beeghly Development Agreement to specify the obligations of the developers including changes related to the construction of County Road 25A and to clarify timing and amounts for reimbursement of civil infrastructure and landscaping.

Sponsors:

Indexes:

Code sections:

Attachments: Tentative Map.pdf
WOODLAND_ PC Resolution Recommending CC Approval for Beeghly Ranch Subdivision-c1.pdf
Execution Copy of First Amendment to DA (Solara Ranch 10 23).pdf
DA Ordinance Addendum - Beeghly Resolution .pdf

Date	Ver.	Action By	Action	Result

STAFF REPORT
PROJECT TITLE: Spring Lake - Beeghly Ranch Development Agreement

SUBJECT: A request for approval of an Amendment to the Beeghly Development Agreement to specify the obligations of the developers including changes related to the construction of County Road 25A and to clarify timing and amounts for reimbursement of civil infrastructure and landscaping.

FROM: Bruce Pollard, Senior Civil Engineer,
Cindy Norris, Principal Planner

DATE: November 20, 2014

RECOMMENDATION:
Staff recommends that the Planning Commission: 1) hold a public hearing, 2) review the proposed modifications to the Beeghly Development Agreement (including amended conditions of approval), and 3) adopt Resolution No. 14-13 recommending approval to the City Council of the proposed Amendment to the Beeghly Development Agreement.

PUBLIC NOTIFICATION:
Public notice advertising for the public hearing on this project was prepared in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Legal notice was published in the Woodland Daily Democrat on or before October 27, 2014. Copies of the staff report for the development agreement amendment have been on file at City Hall since October 31, 2014.

BACKGROUND:
On January 13, 2004, the City Council approved the ±79.8 acre Beeghly Tentative Subdivision Map No. 4793, consisting of 309 single-family lots at an R-4 & R-5 density and two remainder parcels (Lots "D" and "G") at an R-15 density. The Beeghly Ranch subdivision is located in the Spring Lake Specific Plan area, adjacent to and West of Harry Lorenzo Avenue, south of Heritage Parkway and North of Marston Avenue. The City Council's 2004 approval included a Spring Lake Specific Plan amendment, a tentative subdivision map, and a development agreement. The Spring Lake Specific Plan requires that each developer enter into a development agreement with the City. Development agreements permit the City to negotiate certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City approved a development agreement as part of the original Beeghly Ranch project, and the development agreement was recorded on March 2, 2004.

Following approval and recordation of Phase I of the map, Centex proceeded to construct single-family homes on a majority of the lots. Centex requested that the City approve its final subdivision map prior to its completion of all required conditions provided that Centex provide certain bonds to the City for the outstanding improvements and expected that the improvements would be completed prior to occupancy of the homes. The City approved the final map for the Beeghly Ranch subdivision in 2007 (Subdivision No. 4793). The City and Centex entered into a subdivision improvement agreement for completion of certain public improvements for the Beeghly Ranch Subdivision. The subdivision improvement agreement required Centex to provide the City with certain surety bonds and required completion of the public improvements by either February 20, 2008 or before any certificates of occupancy were issued for any lots within the subdivision. Centex received certificates of occupancy for its homes but did not complete the public improvements in compliance with the subdivision improvement agreement. The City also inadvertently released the surety bonds it had received for the improvements as a result of a clerical error or misunderstanding.

Since approximately 2009, the City and Centex staff have met sporadically to discuss the outstanding improvements and a potential path forward to getting the improvements built. Of most importance to City staff is the improvement of County Road 25A, as that road will provide critical access for other projects within the Spring Lake Specific Plan.

The existing development agreement provides that the developer recording the first final map within the Spring Lake Specific Plan area triggering the need for a connection Road 25A, via Road 101, will be required to improve County Road 101 from the connection to Road 101 from the Beeghly map to Road 25A. It also provides that the developer recording the first final map in the Specific Plan area triggering the need for a connection to Road 25A, via County Road 101, will be required to improve Road 25A from County Road 101 to Highway 113. The development agreement also provides that those connections will be subject to future pro rata reimbursement as additional final maps within the Specific Plan area connecting to Road 25A are approved.

Pulte Home Corporation is now the successor to Centex Homes. Additionally, DR Horton, as Western Pacific Housing, Inc. ("WPHI"), acquired a portion of the Beeghly Ranch subdivision, specifically all of the single-family lots west of Parkland Avenue. The City has been working with representatives of both Centex and WPHI to resolve funding and reimbursement issues with the primary goal of ensuring that the required improvements, in particular Road 25A, are constructed.

DISCUSSION:
The Development Agreement responsibility is shared by two ownership parties, Centex and WPHI. When Centex constructed its single-family units, it did not construct all of the improvements required of it. However,

because WPHI is the successor in interest for some of the units, it is also responsible for funding the same improvements in the Beeghly subdivision. Because Centex Homes is in default on approximately seven million dollars of public improvements, the City, Centex, and WPHI have been engaged in ongoing negotiations to amend the Development Agreement in order to resolve the funding issue.

Consistent with funding approach modifications approved in 2010, the City and development community are now approaching funding of infrastructure on a “pay as you go” basis. This Amendment to the Development Agreement is the result of a rather protracted negotiation process that specifies the obligations of the former owner and the current property owner to clarify timing and amounts for reimbursement of civil infrastructure and landscaping. There is no change to the underlying requirements of this Development Agreement or the Tentative Map. Neither are there any proposed amendments to the General Plan, Spring Lake Specific Plan, or Zoning Code. The modifications requested are consistent with the original findings of fact and do not grant any new development rights.

A copy of the Amendment to the Development Agreement is attached to the resolution recommended for adoption. The specific changes to the Development Agreement are as follows:

1. Provide for reimbursement of the landscaping for the greenbelt immediately east of the Centex property to a third party developer who constructed the landscaping.

2. Define a new schedule for the completion of Parkland Avenue, Marston Avenue, and the improvement of Harry Lorenzo Avenue (HLA) and County Road 25A between HLA and SR 113. With respect to Road 25A, WPHI will begin construction of Road 25A on or before sixty days following the effective date of the amendment to the development agreement provided that Road 25A has been transferred from the County to City and assuming no delay is caused by extraordinary events or weather delays.

3. Define a method for reimbursement financing of the improvements above. With respect to County Road 25A, the City would make a financial contribution to it, much of which has already been spent on a pavement evaluation study that was the developer’s obligation under the development agreement. The development agreement amendment also provides that the City will allocate certain funds to Road 25A that had previously been identified in the SLIF nexus study as being used for the 12” water line under Highway 113. Such action will require separate City Council approval, to occur at the time of second reading of the ordinance approving the amendment to the development agreement. Reimbursement will also come from the Heidrick project as that project also requires Road 25A improvements.

4. Divide responsibility for conditions between WPHI and Pulte. Exhibit C-1 of the development agreement lists the present conditions, deletes those that have been completed, and specifies those that are Centex obligations, WPHI obligations, or joint obligations of both Centex and WPHI.

5. Establish funding obligations and liability for the remaining outstanding improvements. It is the City’s understanding that Centex has placed funds in an escrow account, pursuant to an agreement between Centex and WPHI. If this amendment is approved, it would not be effective unless and until Centex provides evidence of this funding to the City. Upon such verification, Centex will then be released from its obligations under the Development Agreement for constructing its outstanding improvements, and then WPHI will be solely responsible for completing those improvements.

6. Removes requirement in condition 68b to construct a landscaped bike path on the adjacent property (Oyang) on the south side of Marston Avenue.

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Assuming the Planning Commission adopts the recommended resolution, staff anticipates that the City Council will consider the first reading of the ordinance amendment approving the development agreement in late November or early December and adopt the ordinance at a subsequent regular meeting. Staff further anticipates that the City Council will also approve a reimbursement agreement between the City and WPHI, a subdivision improvement agreement, a change to the SLIF nexus study, and the final map for the Beeghly Ranch subdivision.

CEQA CLEARANCE:
On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearinghouse Number 1199022069, Resolution No. 4215, adopted August 15, 2000). The City Council subsequently adopted a number of CEQA addenda to the Turn of the Century EIR.

The Amendment to the Development Agreement changes certain conditions and funding obligations of the Beeghly project developers. It does not change the underlying project nor propose to amend the General Plan, Spring Lake Specific Plan, or Zoning Code. The proposed changes would not create new or significant environmental effects that have not already been analyzed. As such, environmental impacts would be similar to those identified in the previously certified EIR. Pursuant to Government Code section 65457(a) and section 15182 of the CEQA Guidelines, any residential development project, including any subdivision or 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.

CONSISTENCY WITH LAND USE PLANNING DOCUMENTS:
The proposed development agreement amendment would not change the underlying intensity of the land or its proposed uses. It would change reimbursement and funding obligations, clarify responsibilities between the two owners of the Beeghly subdivision, and change the timing of the construction of Road 25A. As such, the project remains consistent with the Spring Lake Specific Plan.

The Spring Lake Specific Plan has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project level via a determination of consistency with the Spring Lake Specific Plan. The proposed amendment to the Development Agreement has been determined by staff to be consistent with the Spring Lake Specific Plan and General Plan. The development agreement amendment is also consistent with the City's Zoning Ordinance.

RECOMMENDATION:
Staff recommends that the Planning Commission recommend to the City Council approval of the Development Agreement Amendment by making an affirmative motion as follows: I move that the Planning Commission approve Resolution No, 14-13, recommending to City Council the approval of the proposed Development Agreement Amendment.

ATTACHMENTS:

Attachment A	Vicinity Map & Tentative Map
Attachment B	Planning Commission Resolution No. 14-13, Recommending to the City Council Approval of the Development Agreement Amendment
Attachment B2	Development Amendment Agreement
Attachment C	Ordinance Approving the Development Agreement Amendment

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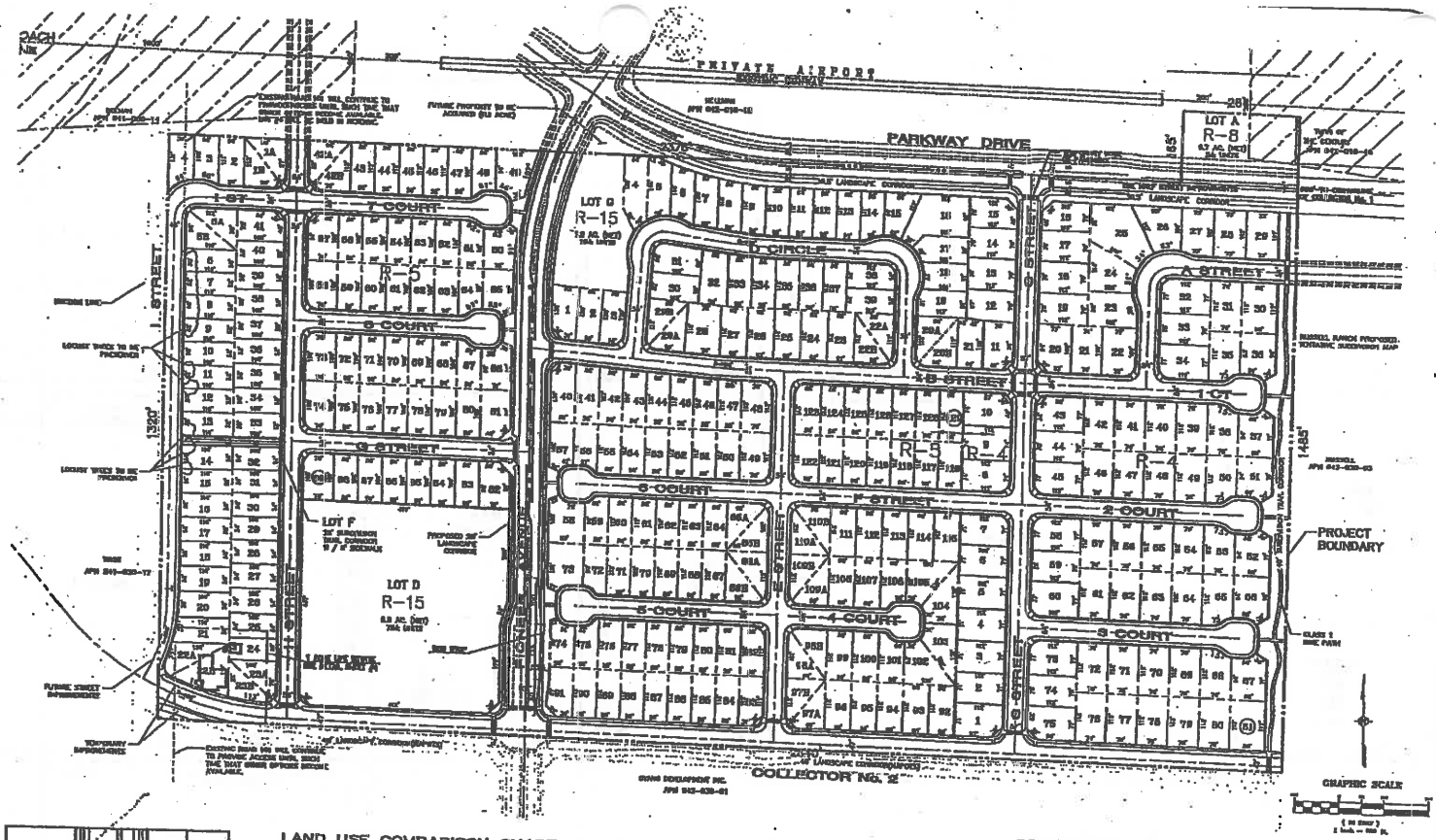
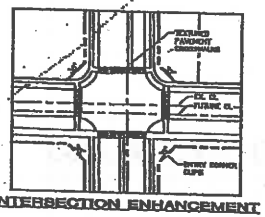
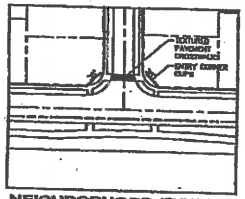
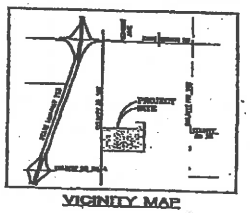








LAND USE COMPARISON CHART

	SPECIFIC PLAN		TENTATIVE SUBDIVISION MAP	
USE	AREA	# UNITS	AREA	# UNITS
R-15 — LOT D	5.0 AC.	75	5.0 AC.	75
R-15 — LOT G	1.1 AC.	10	1.0 AC.	10
R-8	0.7 AC.	3	0.7 AC.	5
R-5	45.8 AC.	233	45.8 AC.	218
R-4	20.8 AC.	81	20.6 AC.	81
TOTALS		394		389

LAND USE SUMMARY

USE	AREA (NET)	AREA (GROSS)	# UNITS	DENSITY
R-15 — LOT D	5.0 AC.	6.3 AC.	75	11.90 du/ac
R-15 — LOT G	1.0 AC.	1.2 AC.	10	8.33 du/ac
R-8	0.7 AC.	0.7 AC.	5	7.14 du/ac
R-5 (INCLUDES 14 HALFPLEX LOTS)		44.4 AC.	232	4.91 du/ac
R-4 (INCLUDES TRAIL CORRIDOR)		20.6 AC.	81	3.93 du/ac
MAJOR STREETS (68' OR MORE)		7.8 AC		
TOTALS		79.8 AC.	389	

GENERAL NOTES

OWNER / DEVELOPER:
TURN OF THE CENTURY LLC
1121 COURT STREET
WOODLAND, CA 95695
(530) 666-3666

PLANNING CONSULTING:
DAVID C. BERGER, AIC.
2020 FILLMORE BLVD.
SACRAMENTO, CA 95818
(916) 370-3438

CIVIL ENGINEER:
DENNIS GIFT (SBC 24343)
WILLIS-DENNIS AND ASSOCIATES, INC.
1000 TOWNE PARK ROAD SUITE 100
ROSEVILLE CONTROL, CA 95678
(916) 370-3420

ASSESSORS PARCEL No.s:
042-020-10

AREA:
79.8 ACRES

EXISTING ZONING:
R-15, R-8, R-5

PROPOSED ZONING:
R-4, R-8, R-5

DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:
CITY OF WOODLAND

ELECTRICITY & GAS:
PG&E

CABLE TELEVISION:
COMCAST

NOTES

1. THE STREET NAMES SHOWN ON THIS MAP ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND AT FINAL MAP.
2. SEE SHEET FOR EXISTING EASEMENTS.
3. PER 042-020-04A RECORD, SEE SHEET 4.

LEGAL DESCRIPTION

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, T. 10 N., R. 3 E., M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT THEREOF, AND ALSO ALSO BEING THAT ONE (1) ACRE PARCEL SHOWN ON THAT MAP OF SURVEY FOR BEN C. BEESLEY RECORDED MAPS OF SURVEY AND INDEXED AT PAGE 26, YOLO COUNTY RECORDS, AND MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, T. 10 N., R. 3 E., BEING ALSO THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE FROM SAID POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25, NORTH 89°44' WEST 264.00 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°04'34" EAST 660.00 FEET; THENCE SOUTH 89°44' EAST 264.00 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE ALONG SAID EAST LINE SOUTH 00°04'34" WEST 660.00 TO THE POINT AND POINT OF BEGINNING.

ASSESSORS PARCEL No. 042-020-04

PROJECT PHASING

- THE SUBDIVISION WILL BE MAPPED IN PHASES.

SECOND UNITS

- 10% OF THE R-5 AND R-4 LOTS (30 LOT) SHALL BE ALLOWED TO HAVE SECOND UNITS AND WILL BE DESIGNATED AT FINAL MAP STAGE.

SECOND UNITS WILL BE ALLOWED ON LOTS 24, 28, 42, 45(B STREET), LOTS 54&58 (A COURT), LOTS 73&74 (3 COURT), LOTS 102&105 (4 COURT), LOTS 16, 17, 32 (D STREET), LOTS 4,8&10 (C STREET), LOTS 21&25 (A STREET), LOTS 40&42 (1 COURT), LOTS 47,49,55&57 (2 COURT), LOTS 62,64,70&72 (3 COURT) AND LOTS 77&78 (COLLECTOR No. 2).

LOTS SIZES

- LOT WIDTHS FOR THE SINGLE FAMILY RESIDENTIAL LOTS SHALL BE OF VARYING WIDTHS. THE BUILDER RESERVES THE RIGHT TO VARY WIDTHS AT THE FINAL MAP STAGE BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND. THIS MAP REFLECTS AN "AVERAGING" OF THOSE VARIABLE WIDTHS.

AFFORDABLE HOUSING UNITS

- AFFORDABLE HOUSING REQUIRED IS 10% OF THE R-5 AND R-4 LOTS, AND LOT G. 323 UNITS x 10% = 32 UNITS.
- R-8 AREA — 28 HALFPLEX UNITS (10 LOTS) WILL BE DESIGNATED AS AFFORDABLE UNITS. LOT G WILL BE AN AFFORDABLE HOUSING PARCEL WITH 10 UNITS.

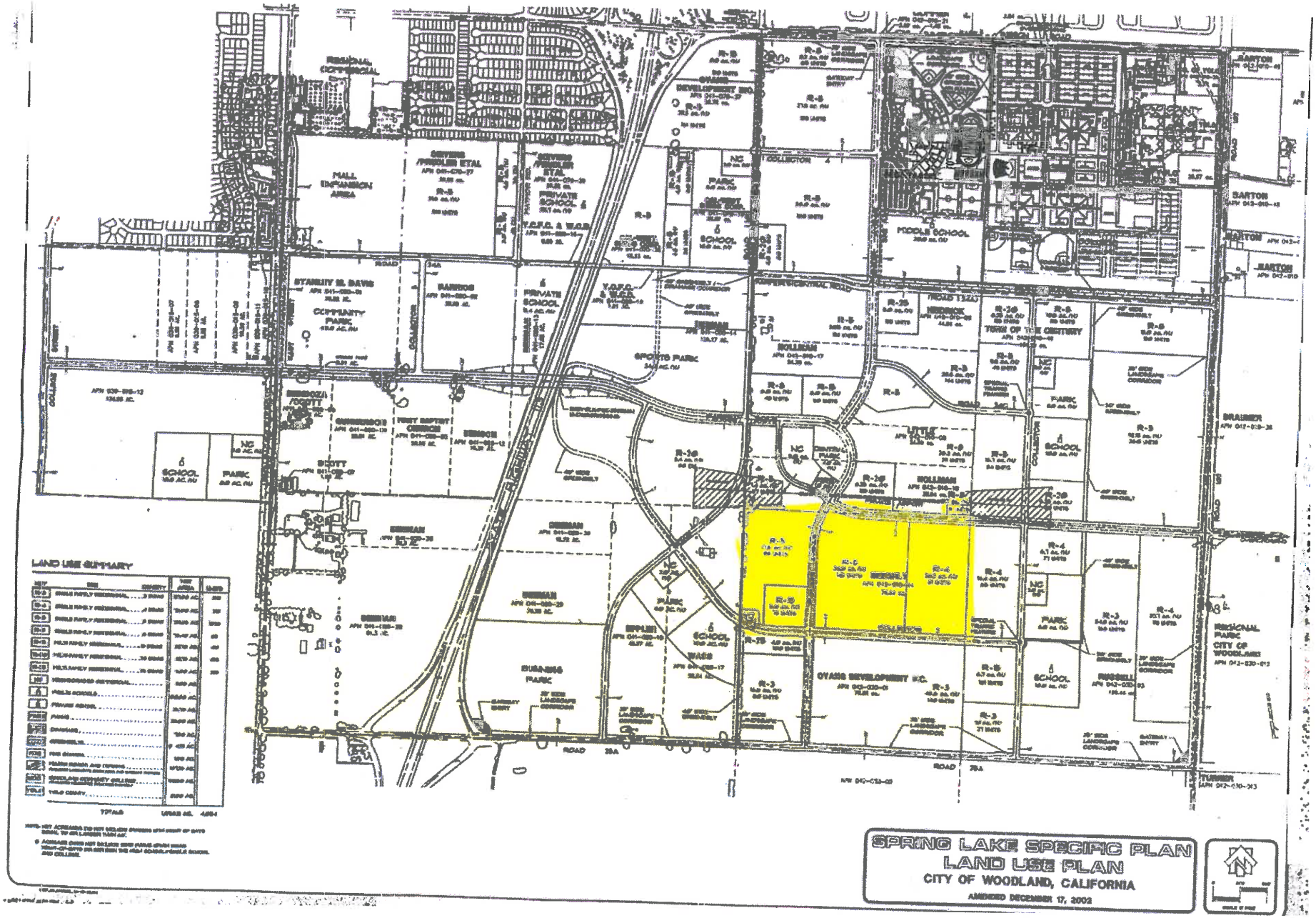
MARKET RATE HALFPLEX LOTS INCLUDE: LOTS 98-A&-B, 109-A&-B 110-A&-B (E STREET).

AFFORDABLE HALFPLEX LOTS INCLUDE: LOTS 20-A&-B, 28-A&-B, (B STREET), 85-A&-B, 86-A&-B, 97-A&-B (E STREET), 23-A&-B (H STREET), 1-A&-B, 5-A&-B, 42-A&-B, 22-A&-B (I STREET), 22-A&-B (B STREET).

THERE ARE 14 HALFPLEX LOTS OF THE TOTAL 28 CORNER LOTS IN THE R-5 ZONING.

STREET AND LOTTING PLAN
SHEET No. 1 OF 4

VESTING TENTATIVE SUBDIVISION MAP
STREET & LOTTING PLAN
TURN OF THE CENTURY LLC
BEEGHLY RANCH
CITY OF WOODLAND,
SEPTEMBER 30, 20


LAND USE SUMMARY
SPRING LAKE SPECIFIC PLAN
LAND USE PLAN
CITY OF WOODLAND, CALIFORNIA
AMENDED DECEMBER 17, 2002

RESOLUTION NO PC 14-13

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE BEEGHLY RANCH SUBDIVISION IN SPRING LAKE

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on November 6, 2014, to review and consider recommending to the City Council approval of the proposed Amendment to the Development Agreement for the Beeghly Ranch Subdivision in Spring Lake; and

WHEREAS, the Planning Commission reviewed and considered a proposal to amend various obligations and reimbursement requirements for certain improvements, in particular the construction of Road 25A and the allocation of responsibilities between the two current owners of the Beeghly Ranch Subdivision; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, recommends that the City Council approve the Amendment to the Development Agreement for the Beeghly Ranch Subdivision, attached hereto as Exhibit 1.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 6th day of November 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Seth Wurzel, Chairperson

ATTEST:

_____
Cindy Norris, Planning Commission Secretary

EXHIBIT 1

AMENDMENT TO DEVELOPMENT AGREEMENT

RECORDED AT REQUEST OF:

REQUEST RECORDING WITHOUT FEE. RECORD FOR THE BENEFIT OF THE CITY OF WOODLAND PURSUANT TO SECTION 6103 OF THE GOVERNMENT CODE.

WHEN RECORDED MAIL TO:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attention: City Clerk

(Space Above this Line for Recorder's Use Only)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this "Amendment") is entered into by and between the CITY OF WOODLAND, a municipal corporation organized and existing under the laws of the State of California (the "City"), Centex Homes, a Nevada general partnership ("Centex"), and Western Pacific Housing Inc., a Delaware corporation ("WPHI"). Collectively, Centex and WPHI are referred to herein as the "Developers." City, Centex, and WPHI shall individually be referred to herein as a "party" and together as the "parties."

RECITALS

A. Centex and WPHI (each as a successor in interest to Turn of the Century, LLC, a California limited liability company) and the City are parties to that certain Development Agreement, for which a Memorandum of Agreement was recorded in the Official Records of Yolo County on March 2, 2004, as Instrument No. 2004-0008056-00 (the "Original Development Agreement"), which relates to the development of certain real property located in the City of Woodland, County of Yolo, State of California more particularly described and defined in the Original Development Agreement as the "Property." The Original Development Agreement, as amended by this Amendment, shall be hereinafter collectively referred to as the "Development Agreement" or the "Agreement."

B. Centex is or was the owner of that certain portion of the Property more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Centex Property").

C. WPHI is the owner of that certain portion of the Property more particularly described on Exhibit B-1 attached hereto and incorporated herein by this reference (the "WPHI Property").

D. City, Centex, and WPHI desire to make certain modifications to the Original Development Agreement in accordance with the terms and conditions set forth below. It is the intent of this Amendment to establish the allocation of the conditions of approval and to provide

for WPHI to cause the construction of the Remaining Shared Obligations (as defined in Section 1 below).

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms not otherwise specifically defined in this Amendment shall have the meanings ascribed to them in the Original Development Agreement. The "Conditions" described below refer to the "Conditions of Approval for Beeghly Ranch Project" that are listed in Exhibit C to the Original Development Agreement. The City and Developers have allocated the Conditions, as set forth in Exhibit C-1, attached hereto and incorporated herein by reference, into five categories: (i) Centex remaining obligations ("Centex Obligations"), (ii) WPHI remaining obligations ("WPHI Obligations"), (iii) remaining shared infrastructure obligations ("Remaining Shared Improvements") to be completed by WPHI, (iv) general shared obligations ("General Obligations") applicable to each Developer only with respect to the portion of the Property owned by such Developer, and (v) completed or removed obligations ("Completed Obligations"). The Completed Obligations are shown in Exhibit C-1 as strike-out text.

2. Installation of Landscaping/Greenbelt on the Eastern Edge of the Centex Property (Condition 18). Centex has constructed half of the landscaping for the greenbelt on the property immediately east of the Centex Property. Construction of the remaining half of the greenbelt on the eastern edge of the Centex Property (the "Remaining Greenbelt Work") is currently being done, or has been completed by, a third party. The City is currently holding a deposit that was made by Centex in the amount of Three Hundred Fifty Seven Thousand Seven Hundred Thirty Eight Dollars and Twenty Four cents. ($357,738.24) ("Deposit") for such Remaining Greenbelt Work, design costs for Road 25A and certain other roads, staff time for processing of agreements and environmental documents, and certain other design and processing costs identified in an advance funding agreement between City and Centex. City shall reimburse the third party providing the Remaining Greenbelt Work from funds in the Deposit in the amount of One Hundred Eighteen Thousand Dollars ($118,000) and the balance in the amount of $239,738.24 shall be reimbursed to Centex within ninety (90) days following the Amendment Effective Date, due to the fact that that City and WPHI have executed a separate advance funding agreement for the Remaining Shared Improvements.

3. Construction of Road 25A (Condition 67).

a. Modification of Section 4.30 and Condition 67. Section 4.30 of the Development Agreement concerning the improvement of Road 25A from Road 101 to Highway 113 is hereby deleted.

b. Construction of Road 25A. Notwithstanding any triggering condition in Condition 67, WPHI agrees to begin construction of Road 25A on or before sixty (60) days following the Amendment Effective Date, provided that Road 25A has transferred from the County to City ownership, and subject to delays for Force Majeure events (defined in Section

11.8 of the Development Agreement) or delays during the winter months due to weather conditions. The date to begin construction shall be automatically extended until sixty (60) days after the foregoing conditions are satisfied (or until 60 days following the end of such Force Majeure event or weather conditions preventing commencement). WPHI shall provide an improvement agreement for Road 25A and a performance bond securing the obligation to construct Road 25A, as set forth in Section 4(c) below , in the amount required by the City's Municipal Code Section 21-13-(1) on the Amendment Effective Date (as defined in Section 10 below). All other terms of Condition 67 concerning reimbursement shall continue to apply except that WPHI shall not be required to complete a pavement evaluation, as that has been previously completed.

c. Design and Permits. City shall cause the design of Road 25A to be within the existing City right of way, such that no off-site land acquisition will be necessary for Road 25A. WPHI shall be responsible for obtaining any Cal Trans encroachment permits for the construction of Road 25A and for obtaining any temporary construction easement(s), as determined by WPHI's contract manager and contractor. Inspection Fees for Road 25A shall be paid by WPHI on or before the Amendment Effective Date in accordance with the City fee schedule.

d. Road 25A City Contribution/Reimbursement. The parties understand and agree that Road 25A is and will be a public road and that other development projects will be, and are, required to reimburse WPHI and Centex for WPHI's construction. All reimbursements shall be made directly to WPHI and Centex based on the percentages identified in Exhibit D-1 attached hereto. Reimbursement to WPHI and Centex for construction of the Road 25A improvements shall occur as follows:

i. City Contribution. City agrees to contribute One Hundred Thousand Dollars ($100,000.00) towards the improvement of Road 25A. The parties understand and agree that the City spent Sixty-six Thousand Dollars ($66,000.00) on a pavement evaluation study, which was formerly an obligation of Developer under this Development Agreement. City shall provide the balance, in the amount of Thirty-four Thousand Dollars ($34,000.00), to WPHI upon WPHI's initiation of construction of the Road 25A improvements. WPHI shall provide City written notice of initiation of construction and City shall provide such reimbursement to WPHI within twenty-five (25) business days following receipt of such notice.

ii. SLIF Reimbursement. City shall allocate $400,000 of the funds previously identified towards the 12" water line under Highway 113 in Table A-2 of the SLIF Nexus Study towards the reimbursement for Road 25A and such funds shall not be reallocated toward any other improvement. City shall collect the specified SLIF set-aside payment with each applicable building permit issued and shall pay WPHI and Centex the collected fees on an annual basis, on or around September 1 of each year. City shall have no obligation to make a payment to WPHI or Centex pursuant to this Section 3.d.ii until the land acquisition and storm drain pond projects listed in Exhibit A-2 of the SLIF nexus study have been fully funded. Following full funding of such land acquisition and storm drain pond projects, all remaining amounts collected by City in the set-aside account shall be paid as reimbursement to WPHI and Centex pursuant to the provisions of this Section 3.d.ii. The total amount of SLIF reimbursement funds to be paid to WPHI and Centex pursuant to this Section 3.d.ii. shall not exceed Four Hundred Thousand

Dollars ($400,000.00). The remaining reimbursement for Road 25A shall be as set forth in this Section 3.d. The reallocation of the $400,000 in funds as set forth in this Section 3.d.ii is contingent upon the approval of the City Council. If such reallocation of funds is not approved by the City Council prior to or concurrently with this First Amendment, WPHI and Centex shall each have the right to terminate this First Amendment within ten (10) days after such disapproval by the City Council and in the event of such termination, the parties shall have no further rights or obligations hereunder, and the Original Development Agreement shall remain in full force and effect.

iii. Other Development Project. City shall collect Seven Hundred Ninety-Four Dollars ($794.00) per building permit from the Heidrick project, tentative map #4986, for which a development agreement has been executed requiring such payment towards Road 25A construction as and when required by the development agreement for such project. Such amount shall total $78,606.00 (99 lots x $794.00). City shall collect such fee and provide the accumulated amount to WPHI and Centex on or around September 1 of each year.

iv. Total Reimbursement for Road 25A. City shall include the design and improvement of Road 25A as a project to be funded from SLIF set-aside funding and shall collect the specified SLIF set-aside payment with each applicable building permit issued and shall pay WPHI and Centex the collected fees on an annual basis, on or around September 1 of each year. The total amount of reimbursement funds to be paid to WPHI and Centex pursuant to this Section 3.d. shall not exceed WPHI's costs for Road 25A as provided in the adopted SLIF program attached hereto as Exhibit F.

v. Balance. Any additional reimbursement shall be reimbursed in accordance with the terms of the Development Agreement and Master Reimbursement Agreement (defined in Section 5 below), including without limitation Section 3.9 of the Original Development Agreement.

4. Remaining Shared Improvements.

(a) Condition Precedent of Centex to Fund Escrow. Centex has funded to escrow all amounts required pursuant to that certain "First Amendment to Joint Work and Cost Sharing Agreement" between Centex and WPHI dated on or about _____, 2014 (to which the City is not a party) and provided evidence of such funding to City. Notwithstanding Section 10 below, this Agreement shall not be effective unless and until evidence of such funding has been provided to City. With its receipt of funds in escrow, Centex is hereinafter released from any and all obligations under the Development Agreement to construct or fund the Remaining Shared Improvements (defined in Section 4(b) below). WPHI shall be solely responsible and liable to the City for the Remaining Shared Improvements in accordance with the terms and conditions of this Amendment. City's remedies in the event of a default by WPHI with respect to the Remaining Shared Improvements shall be solely against WPHI as set forth herein. Centex shall retain all rights and obligations under the Development Agreement with respect to any Centex Obligations and any General Obligations for the remaining property owned by Centex that are subject to the Original Development Agreement.

(b) Construction of Remaining Shared Improvements. WPHI shall be responsible for the design, permitting, bonding, and construction of the Remaining Shared Improvements, including completion of all improvement plans for the Remaining Shared Improvements, and shall cause such Remaining Shared Improvements to be constructed as provided herein, subject to reimbursement from City as provided in the Original Development Agreement and the Reimbursement Agreement, as more fully described in Section 5 below. Subject to the terms of this Amendment, WPHI shall manage the design, permitting, bonding, engineering, and constructing of the Remaining Shared Improvements, in accordance with the improvement plans and specifications to be approved by the City, with minor field changes thereto to conform to conditions on the ground, and such other changes as may be required by governmental agencies. Upon the City's approval of a final subdivision map for the WPHI Property and approval of all of WPHI's in-tract and necessary off-site improvement plans (collectively, "Improvement Plans"), WPHI shall (i) obtain bids for and construct the Remaining Shared Improvements as listed and described on Exhibit C-1 attached hereto (provided however Road 25A shall be constructed as set forth in Section 3 above). Notwithstanding whether any of the Remaining Shared Improvements were or are a Centex or WPHI obligation pursuant to the Conditions of Approval or the Joint Work and Cost Sharing Agreement, all Remaining Shared Improvements shall be constructed by WPHI pursuant to the terms of this Amendment. Notwithstanding the foregoing, Road 25A shall be constructed by WPHI.

(c) Obligation to Construct. Upon approval of the Final Map, WPHI shall enter into a subdivision improvement agreement for the construction of the Remaining Shared Improvements. Thereafter, WPHI shall cause the work on the Remaining Shared Improvements to proceed diligently to completion in accordance with the terms and conditions of the applicable subdivision improvement agreement(s). Except for those provisions of this Amendment expressly providing for timing of commencement or completion, Section 3.3 of the Original Development Agreement shall remain in full force and effect.

(d) Security. Upon approval of the final map, WPHI and City shall enter into a subdivision improvement agreement for the construction of the Remaining Shared Improvements. Such subdivision improvement agreement shall govern the type and amount of security required by City in accordance with Woodland Municipal Code section 21-13-2 and shall be based on updated cost estimates for the Remaining Shared Improvements, as specified in Exhibit D-1. City shall accept bonds as acceptable security.

(e) SLIF Reimbursement. The costs for the design and construction of the Remaining Shared Improvements described on attached Exhibit D-1 are included in the Spring Lake Infrastructure Facilities ("SLIF") and are reimbursable, as specified in Section 5 below. All reimbursements shall be made directly to WPHI and Centex based on the percentages identified for each Remaining Shared Improvement identified in Exhibit D-1 attached hereto.

5. Reimbursement Agreement. All portions of the infrastructure listed in the updated SLSP SLIF capital improvement program (CIP) document that are eligible for reimbursement shall be reimbursed in accordance with the terms of the Funding and Reimbursement Agreement for Development Within The Spring Lake Specific Plan Area ("Master Reimbursement Agreement") and pursuant to the reimbursement agreement simultaneously entered into between City and the Developers for the Remaining Shared

Improvements. Reimbursements will be made by City directly to Centex and WPHI in accordance with the funding percentages shown in Exhibit D-1 attached hereto and incorporated herein solely for purposes of determining the applicable credit and reimbursement percentages.

6. Previously Constructed Improvements Subject to SLIF Credit/Reimbursement. The parties acknowledge that the B-1 Improvements, which are the items identified in Condition of Approval 56(b) were previously constructed by Centex and accepted by the City. City acknowledges that the costs set forth in Exhibit E-1 attached hereto are the remaining unreimbursed costs for the B-1 Improvements and City shall provide SLIF credits and reimbursements as set forth in Exhibit E-1 attached hereto, including Centex's respective share of credits allocated to Centex for the previously constructed B-1 Improvements which are 74.77%. The remaining 25.23% of credits previously allocated to Centex are hereby assigned to WPHI.

7. No Cross-Default. Centex shall have no liability to City and shall not be deemed to be in breach of the Development Agreement for any actions (or non-actions) arising from or related to any of WPHI Obligations or the Remaining Shared Improvements. Similarly, WPHI shall have no liability to City and shall not be deemed to be in breach of the Development Agreement for any actions (or non-actions) arising from or related to any of Centex Obligations.

8. Notices. Section 2.7 of the Development Agreement is hereby amended in its entirety to read as follows:

If to CITY:	Paul Navazio, City Manager City of Woodland 300 First Street Woodland, CA 95695
With a copy to:	Kara K. Ueda Best Best & Krieger LLP 500 Capitol Mall, Suite 1700 Sacramento, CA 95814
If to WPHI:	D. R. Horton, America's Builder 5050 Hopyard Road, suite 180 Pleasanton, CA 94588 Attn: Richard P. Ambrosini, Division President and Kristin Schenone, Division Counsel E-mail:rambrosini@drhorton.com; kschenone@drhorton.com Phone: 925-225-7400; ; Fax: 925-225-7402

With a copy to:	D. R. Horton, America's Builder – West Region Attn: William E. Mayer, Esq. 501 W. Broadway, suite 1200 San Diego, CA 92101 E-mail: wemayer@drhorton.com Phone: 619-849-4947
And a copy to:	D. R. Horton, Inc. 301 Commerce Street, Suite 500 Fort Worth, Texas 76102 Attn: Ted I. Harbour, Esq. and Mark Karnes, Esq. E-mail:TedHarbour@drhorton.com; mkarnes@drhorton.com Phone: 817-390-8200; Fax 817-928-6120 D.R. Horton, America's Builder 12910 Totem Lake Blvd. NE Suite 220 Kirkland, WA 98034 Attn: Matt Farris E-mail: mfarris@drhorton.com
If to Centex:	Pulte Home Corporation 6210 Stoneridge Mall Road, Suite 500 Pleasanton, CA 94588 Attn: Steve Kalmbach, Division President and Greg Van Dam, Division Vice President of Land E-mail: steve.kalmbach@pulte.com; greg.vandam@pulte.com Phone: 925-249-3253; 916-797-0327
With a copy to:	Pulte Home Corporation 27101 Puerta Real, Suite 300 Mission Viejo, CA 92691 Attn: Don Sajor, Esq.

With a copy to:

9. General Provisions.

a. Counterparts. This Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

b. Waiver. No waiver of any provision of this Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

c. Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

d. Governing Law. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

10. Effect of Amendment. Except as expressly modified by this Amendment, the Original Development Agreement shall continue in full force and effective according to its terms and conditions, and the City, Centex and WPHI hereby ratify and affirm all of their respective rights and obligations under the Original Development Agreement. In the event of any conflict between this Amendment and the Original Development Agreement or the Conditions, this Amendment shall control.

11. Effective Date. The City Council, following a duly noticed public hearing, has authorized the execution of this Amendment by its City Manager and attestation by its city clerk under the authority of Ordinance No. _____ (the "Adopting Ordinance") adopted by the City Council of the City of Woodland on _____, ___, 2014. This Amendment shall be effective ("Amendment Effective Date") upon the later of: thirty (30) days after the adoption of the Ordinance or (ii) full execution of this Amendment by all parties hereto.

12. Memorandum. The City clerk shall record a Memorandum of this Amendment in the Official Records of the County within 10 days following the Amendment Effective Date.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY:

CITY OF WOODLAND,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

CENTEX:

CENTEX HOMES,
a Nevada general partnership

By: Centex Real Estate Corporation,
a Nevada corporation
Its: Managing Partner

By: _____
Name: _____
Title: _____

WPHI:

Western Pacific Housing Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

Exhibit A-1	Legal Description of Centex Property
Exhibit B-1	Legal Description of WPHI Property
Exhibit C-1	Allocation of Conditions of Approval
Exhibit D-1	Description of Remaining Shared Improvements/Cost Estimates
Exhibit E-1	SLIF Credit/Reimbursement Allocation for Package B-1 Improvements
Exhibit F-1	Nexus Study provisions related to Road 25A

Exhibit A-1

Legal Description of Centex Property

EXHIBIT "A"

DEVELOPMENT PROPERTY

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

The North half of the Northwest Quarter of Section 10, T. 9N., R. 2E., M.D.B. & M., according to the Official Plat thereof, and also along with the one (1) acre parcel shown on that Map of Survey for Ben C. Hollman Estates, filed in Book 9 of Maps and Surveys, at Page 20, Yolo County Records, and being described as follows:

Beginning at the Southeast corner of the Southwest Quarter of Section 3, T. 9N., R. 2E., (being also the Northeast corner of the North half of the Northwest Quarter of said Section 10); thence from said Point of Beginning, along the South line of said Southwest Quarter of Section 3, North 88° 46' West 264.00 feet; thence leaving said South line North 01° 08' 34" East 165.00 feet; thence South 88° 46' East 264.00 feet to the East line of said Southwest Quarter of Section 3; thence along said East line South 01° 08' 34" West 165.00 feet to the point of beginning.

Excepting therefrom all interest in and to 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 into five hundred (500) feet below the surface of the Land, and all of the rights of ownership thereto, as reserved in the Grant Deed from Turn of the Century, a Delaware limited liability company, recorded March 3, 2005, as Instrument No. 2005-0010069

APN: 042-010-44

LA/1110679.4 21483.00071

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Exhibit B-1

Legal Description of WPHI Property

LEGAL DESCRIPTION

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

PARCEL 3 AS SHOWN ON PARCEL MAP NO. 4778, BEEGHLY RANCH, RECORDED JUNE 8, 2005, IN BOOK 2005 OF MAPS, PAGES 123 AND 124, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTEREST IN AND TO 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 INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO, AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

APN: 042-580-010-000

Exhibit C-1

Allocation of Conditions of Approval

Exhibit to Development Agreement Amendment- Allocation of COA					
		Allocation of Conditions of Approval			
		WPHI	**Centex**	**BOTH PARTIES FOR RESPECTIVE PROPERTIES**	**NOTES**
Community Development Department					
1. The project is as described in the staff report for the Beeghly Ranch Map prepared for the November 20, 2003 Planning Commission. The Centex project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the December 4, 2003 staff report for the Beeghly Ranch Map, except as modified by these conditions of approval. The WPHI project shall be substantially (as determined by City) constructed as depicted in the _____, 2013 staff report for the Solara Ranch Tentative Map.				**X**	
2. The applicant shall hold harmless the City, its council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the city and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of the permit. Applicant further agrees to provide a defense for the City in any such action.				**X**	
3. Landscaping design, materials, installation, and maintenance in roadway 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 Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.				**X**	
4. The minimum paved section for any combined pedestrian/bicycle (multi-use) pathway is 10-feet, plus a two-foot clear area on either side, for a total of 14 feet (Development Regulation 4.19.1). Pathways shall be designed to satisfy and fully implement Development Regulation 4.21, 4.26, 4.27, and 5.26.				**X**	
5. Drainage of vacant parcels shall be maintained so as not to cause erosion or run-off problems.				**X**	

6. The location of all utility structures shall be coordinated with and depicted on the landscaping plan. 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 in landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant and the City shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (Connectivity) 2.21 (Utility Facilities), and 6.17 through 6.19. Light poles shall not be located so as to conflict with the planting or future growth and shading of trees throughout the site.				**X**	
7. A design for fencing along Parkway Drive shall be submitted to the Community Development Director and Public Works Director for approval, and shall be subsequently. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).				**X**	Centex side completed
8. Sidewalk access for handicapped shall conform to federal, state, and local requirements pursuant to Development Regulation 4.9.4. Sidewalks shall be linear pursuant to Development Regulation 2.22.3 (Sidewalk Design).				**X**	
9. Conceptual architectural plans and elevations shall be submitted for review and approval by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards. All mechanical equipment, whether roof-mounted or on the ground, shall be fully screened from view. 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 units shall be oriented towards 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, 7.20, and 7.21.1 and 7.21.2 relating to energy conservation shall be addressed.				**X**	
10. Setbacks and other area requirements for all homes and related structures shall be consistent with the approved Tentative Map dated _____, 2013 and any subsequent approvals required for the remaining Centex project.				**X**	
11. Deed disclosures that satisfy Development Regulation 2.1 (Disclosures) and Regulation 2.2.2 (Agricultural Disclosures) 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).				**X**	
~~12. 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. Fully executed, meaning signed and recorded with the County. The Merritt property (APN 041-060-17) has been proposed for project mitigation. Refer to Attachment 10 of the December 4, 2003 Planning Commission Staff Report.~~					Completed per Merit Ranch Agreement recorded Instrument #2006-0004651000

13. The applicant/project agrees to fund on a fair-share basis as determined by the City of Woodland's 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).				X	
14. 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.				X	
15. Satisfy and fully implement Development Regulations 2.12 (Grading and Construction), 2.22-1 (Vertical Curb), 2.27 (Local Builder Requirements), 6.15 and 7.14 (Construction Recycling), 7.3 and 7.4 related to grading and construction.				X	
16. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall identify neighborhood entry features at the following locations: either end of "C" Street and at the intersection of "G" Street at Pioneer. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of final map, the applicant shall be required to submit a design theme for all entry features. Theme shall be consistent with the SLSP Design Standards and to the satisfaction of Community Development Director.				X	Centex work completed
17. Pursuant to Design Standard 1.5 (Subdivision Trails), the width of Lot F shall be a minimum of 25-feet with a 6 foot side walk. Fencing (over 3 ½ feet) for lots that side on to trails shall be open type for the front portions of the side yard.		X			
18. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units. The subdivision trail shown at the east end of the map shall be development with the adjoining dwelling units for the Beeghly Ranch Map. Fencing (over 3 ½ feet) for lots that side on to trails shall be open type for the front portions of the side(yard) . (comment: Pulte to fund greenbelt along the east edge of project.)		X			Centex to fund greenbelt along eastern edge of project per terms of DA Amendment
19. Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.				X	
20. Deeds for the affordable units shall be restricted to qualified buyers pursuant to the SLSP Affordable Housing Plan. Affordable units shall be constructed at the same time (or earlier) as adjoining market-rate units pursuant to Development Regulation 3.2.				X	
21. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.				X	

22. Ten percent of all single-family units shall be designated affordable units. Based on 323 units in this map, 32 affordable units are required. Affordable units must be provided within each land use category. This map requires 22 affordable units in the R-5 area and 10 affordable units in the R-5 area. The affordable units shall be designated on this map on the following lots: G, 20 A&B, 29 A&B (B Street), 65 A&B, 66 A&B, 97 A&B (E Street), 23 A&B (H Street), 1 A&B, 5 A&B, 42 A&B, 22 A&B, (I Street), 22 A&B (B Street).				X	WPHI project is required to provide 10 affordable units on 5 lots (all be duplexes)
23. 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). 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 on pages 7-10 of the SLSP AHP.				X	
24. As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units to a minimum unit living area of 850 square feet. However, recognizing the need for some larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is required.				X	
25. 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 market-rate for-sale units.				X	
26. Right-of-way at intersections with arterials and intersections with collectors sufficient to provide the required 6-foot pedestrian landing area and turn lanes without decreasing landscaping (Development Regulation 4.7.1) shall be provided to the satisfaction of the Public Works Director.				X	
27. Where site work results in the discovery of cultural resources (e.g. buried prehistoric or historic finds), work shall halt immediately for a distance of 100 feet from the discovery site, and the project archeologist and Native American Heritage Commission shall be contacted. In any human bone is located, the Yolo County Coroner must also be notified. The mitigation protocol identified in the Mitigation Monitoring Plan shall be implemented (MM 4.10-1).				X	
28. The following statements shall be added to the map: 1) The Tentative Map conforms with all requirements of the State of California Subdivision Map Act; and 2) The Tentative Map conforms with all requirements of the City of Woodland Subdivision Ordinance. 3) Map Number 4669.				X	
29. The applicant shall submit for approval by the Community Development Director and Public Works Director a design detail that addresses the safe routing of bicycles and pedestrians from those points where greenbelts/trails intersect mid-block at an arterial, to the nearest signal/crosswalk.				X	
~~30. The Nexus Study shall be finalized. The applicant must comply with the requirements of the SLSP Nexus Study.~~					

~~31. In satisfaction of Mitigation Measure 4.4-5, the applicant shall have performed a hydrological analysis of the interim impacts to agricultural wells from the first phase permanent water wells. Applicant may elect to request that the City perform the analysis, in which the applicant shall be required to fully fund the water well impact analysis. This analysis may be subject to reimbursement, if applicable.~~					
32. Pursuant to Mitigation measure 4.5-3(a), 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.				**X**	
33. 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 though September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.				**X**	
34. In accordance with Fish and Game Code Section 1900 et.seq., DFG shall be given a minimum of 10-day notice prior to site grading or development to allow for salvage of any San Joaquin saltbush plant materials. (MM 4.5-1)				**X**	
35. Privacy fencing along arterials shall be constructed of suitable materials and in a suitable manner to be consistent with the Design Standards, but also meet specifications to provide appropriate noise attenuation. The design specifications for these fences shall be submitted for staff approval and shall require written sign-off by the project noise engineer.				**X**	
36. Final lots that have “second units” will be identified in conjunction with the required review of architectural plans and elevations prior to acceptance of final map (SLSP, page 2-25).				**X**	
37. ~~Approval of a tentative map requires that all lots shall have a building unit allocation (BUA) assigned. No lots shall be final unless a BUA is provided.~~					projects have all BUA allocations for project
38. Applicant shall comply with Air Quality Management District directives for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction (SLSP page 7-4 [Reg. 7.3]).				**X**	
39. 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.				**X**	
40. 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 (MM 4.13-18).				**X**	

41. Applicant shall comply with all dust suppression requirements during all grading and constructions activities (SLSP page 7-4 [Reg. 7.4]).				X	
42. Provisions in the CC&Rs shall be adopted that prohibit recreational vehicle parking in the front yard longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.				X	
43. Provisions in the CC&Rs 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. This provision shall be enforced through mechanisms established in the CC&Rs.				X	
44. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of colors on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.				X	
45. Applicant shall comply with required lot width variation consistent with the approved tentative map and architectural plan .				X	
46. Off-site improvements must satisfy the requirements of the SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.				X	
47. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, 6.31 and 6.45.				X	
48. Where greenbelts and/or subdivision trails cross streets, enhanced crosswalks (e.g. raised decorative brick) shall be installed. See Public Works Conditions of Approval for additional conditions.				X	
~~49. The Beeghly Map shall be corrected as follows: a) reflect compliance with all conditions; b) Assessors Parcel No. 042-010-44; c) Sheet No. 1 Intersection Enhancement northeast corner shall read 35'; d) remove Lot G (R-15) from the Land Use Comparison Chart add this Area and Number of Unit to R-5 Use; e) correct the Land Use Comparison Chart for the SLSP acreage and unit count for R-5; f) Sheet No. 4 correct Subdivision Trail Crossing to read 25' and sidewalk shall not meander.~~					
50. Final layout of the Lot G "affordable cluster" and design of the access road shall be subject to the approval of the Fire Chief, the Public Works Director, and the Community Development Director. Land use between Lot G and the Pioneer Avenue and Parkway Drive intersection shall be considered and incorporated into final site design for the "affordable cluster".			X		

51. Locust trees located along existing CR 101 on Lots 6-9 and 11-15 as well as on the 1-acre Beeghly Life estate shall be preserved as follows: a. The trees remain in a non-irrigated landscape. All irrigation shall be keep 10' away. b. Prior to site grading for these lots a tree preservation plan shall be developed and submitted for approval to the Community Development Department. If, for any reason tree removal is proposed in the future, City approval is required. c. Lotting plan submitted for design review shall depict tree location and drip line in relation to building envelope for tree preservation. The Policies and Procedures for work shall be conducted in accordance with the City of Woodland Tree Plan Information.		**X**			
~~52. The Beeghly 1-acre life estate is proposed to create a 1-acre envelope around the existing farm house and will be held in ownership by the current owner for life. City approval of fencing for this estate is required with surrounding development site design review.~~					
53. Pursuant to Development Regulation 8.2, when triggered, construction of the first neighborhood park shall be completed within 15 months. Park development shall be consistent with Development Regulation 5.8, 5.9, 5.10 and 5.(11) .(comment: (A2)Need to further research development regulation 8.2.)				X	
~~54. The first final map to be approved on the Beeghly Ranch tentative map shall be contiguous to an approved final map on the adjacent property.~~					
Public Works Conditions					
Street Improvements All proposed roads within the subdivision shall comply with the City's Engineering Standard Specifications & Details, dated 3/2002 except as specified in the adopted Spring Lake Specific Plan and conditions set forth below. Note: The roadway dimensions on the proposed tentative map do not necessarily comply with the City Standards. All maps and plans shall comply with the City's electronic submission ordinance upon its adoption.				**X**	

~~55. Pioneer Drive~~ ~~The following improvements will be constructed:~~ ~~a. Partial street improvements shall be constructed from the Farmers Central Road to the southerly extension of Pioneer Ave at the south boundary of the Pioneer High School. The east side street cross section shall match existing street cross section being constructed with the new Pioneer High School with the exception that a 6 foot AC interim pathway shall be constructed and the landscaping shall be deferred until the Westside landscaping improvements are constructed. The east side street improvements shall be constructed with the SLSP First final map.~~					
~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area East of Highway 113 .~~					
~~c. Extend Pioneer Ave. to the north to the intersection of Farmers Central Rd. Partial street improvements shall be constructed to include two 12' vehicle lanes and 6' paved shoulders on both sides, or other street section to be approved by the City engineer. This condition is an alternate to the improvement and construction of Road 101 and Farmer's Central Road connection to the north or the improvement and construction of Collector 1 and Farmers Central Road (west of Pioneer Ave.). This Connection to Gibson Road shall be provided as part of the first final map recorded on the Beeghly property through one of the following connections: Parkway Dr. to Collector 1 to Farmer's Central Road, Parkway Dr. to Road 101 to Farmer's Central Road, or Pioneer Ave. from Parkway Dr. to Farmers Central Road. The alternative implemented shall be tied to the location of the first final map in relation to either Collector 1, Road 101, or the northbound extension of Pioneer Ave. Prior to approval of the first final map, a traffic analysis shall be performed at the applicant's expense. For the purpose of assisting the City Engineer in identifying which alternative to be implemented. The City has the option to perform the evaluation. . Improvements for Pioneer Ave., Collector 1, and Farmers Central Road, and interim improvements or repairs to existing Road 101 will be made as required by the Tentative Map Conditions of Approval for the above mention roadway segments.~~					
d. Full roadway improvements including landscaping shall be constructed from Collector 2 to Parkway Drive per the approved Specific Plan. Interim intersection improvements at Parkway Drive and Pioneer Ave. shall be constructed as approved by the City Engineer.		**X**			
e. The intersection of (Pioneer) (comment:(A3) Parkland) Drive. at Collector 2 shall be widened to accommodate a southbound left and right turn lanes and northbound transit bus stop turn out. Bus stop turnout and turn lanes shall not be taken from landscape corridors. A 6-foot wide pedestrian landing median shall be required per City standards.		**X**			

~~f. Restricted (no) access shall be designated on the Final map on east side of Pioneer Ave. fronting Lot "G", from the intersection of Parkway Drive southerly to lot number 1 as shown on the tentative map and on the west side of Pioneer Ave. fronting Lot "D", from Collector 2 northerly to Lot 82 as shown on the tentative map. No other access shall be allowed on Pioneer Ave., except at street intersections as approved by the City Engineer.~~					Completed
~~g. Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district.~~					
~~h. Install a traffic signal at the intersection of Pioneer Avenue/Farmer's Central Road intersection when Farmer's Central Road is extended from Pioneer Avenue to CR 101.~~					
~~56. Parkway Drive~~ ~~The following improvements will be constructed:~~ ~~a. County Road 102 (CR 102) to east boundary of tentative map If development to the east the tentative map is not constructed Parkway Drive shall be constructed to include full roadway improvements from the south ROW to the north ROW, to include installation of all landscaping. Roadway improvements shall transition to the west to match temporary roadway improvements at the east tentative map boundary and/or within Lot "A", if ROW can not be obtained to the north along the north side boundary of the tentative map west of Lot "A".~~					
~~b. East boundary of the tentative map to Pioneer Ave. If full ROW for roadway improvements from the property to the north cannot be obtained, Parkway Drive shall be constructed to include full south side landscape improvements and Bike lane, two 12-foot lanes, with 6' shoulder on north side. If full ROW can be obtained, Parkway Drive shall be constructed to include full roadway improvements from the south ROW to the north ROW, to include installation of all landscaping. IF full ROW cannot be obtained portions of interim/temporary roadway that must be removed for future median installation shall be a direct development cost and not reimbursable from the SLIF.~~ ~~c. The intersection of Parkway Dr. at "Collector No. 1" Street as shown on the approved TOC West Vesting Tentative Subdivision Map No. 4649 shall be widened to accommodate an eastbound and westbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.~~					

d. ~~The intersection of Parkway Dr. at CR 102 as shown on the approved TOC East Vesting Tentative Subdivision Map No. 4648 shall be widened to accommodate an eastbound left turn lanes and transit bus stop turn out. Bus stop turnout may be incorporated within the 30.5 feet landscape corridor if it can be shown that the turn out does not interfere with the required right of way for the pedestrian/bicycle path. Required right of way for turn lanes shall not be taken from landscape corridors. A 6-foot wide pedestrian landing median shall be required per City standards.~~ e. ~~Emergency Vehicle Access (EVA) at Parkway Dr. and "E" Street as shown on the approved TOC East Vesting Tentative Subdivision Map No. 4648 shall be constructed with landscape features that will accommodate emergency vehicle weights. Lockable removal bollards shall be installed as approved by the Fire Department.~~ f. ~~The intersection of Parkway Dr. at "A" Street as shown on the approved TOC East Vesting Tentative Subdivision Map No. 4648 shall be widened to accommodate an eastbound and westbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.~~					
g. ~~Provisions shall be made at Lot "C" as shown on the approved TOC East Vesting Tentative Subdivision Map No. 4648, for a Pedestrian/Bicycle underpass at Parkway Dr. Should an underpass not be technically feasible to construct, based on final approval of the City, special enhanced landscaped barrier features shall be constructed on the north and south side of the 40 foot greenbelt to direct pedestrian and bicycle traffic to controlled intersections at Collector No. 1 and CR 102.~~ h. ~~With the connection of Parkway Drive to CR 102, the intersection shall be controlled by a traffic signal. Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district.~~ i. ~~Restricted (No) access shall be designated on the Final map on south side of Parkway Drive fronting Lot "G", from the intersection of Parkway Drive easterly to lot number 4 as shown on the tentative map. No other access shall be allowed on Parkway Drive, except at street intersections as approved by the City Engineer. With the exception that Lot G may have pedestrian access only to Parkway Drive~~ j. ~~No parking shall be allowed on Parkway Drive.~~					
57. ~~"C" Street~~ ~~The following improvements will be constructed:~~ a. ~~"C" Street shall have traffic calming landscape bulb-out features at the intersections of "B" Street with raised decorative stamped concrete or brick paver crosswalks.~~					

~~b. Pedestrian crossing across Parkway Drive shall not be allowed and connections shall not be made across planter strips. Signing shall be as approved by the City Engineer at the time of sub division improvement plans.~~					
~~c. At Parkway, "C" Street left turns from "C" Street onto Parkway Drive shall be prohibited and prevented by a positive barrier) . (comment: (A4)Some conforming issues here.)~~					
58. "B" Street The following improvements will be constructed~~: a. Streets shall be constructed to a 57-foot local street width between Pioneer Ave. and "D" Street; and between "D" Street and "C" Street.~~					
b. At Pioneer Ave., Left turns from "B" Street shall be prohibited and positive barrier features (median) on Pioneer Ave. to preclude such movements shall be constructed when "B" Street is constructed.		X			
~~c. "B" Street shall have traffic calming landscape bulb-out features at the intersections of "C" Street with raised decorative stamped concrete or brick paver crosswalks. Final improvements shall be enhanced by a method determined by the City Engineer at the time of Sub Division Improvement plans, said enhancements may include architectural features.~~					
~~d. B" Street shall have traffic calming landscape bulb-out features at the intersections of "E" Street with raised decorative stamped concrete or brick paver crosswalks.~~					completed and accepted by City
59. "G" Street The following improvements will be constructed: a. Streets shall be constructed to a 57-foot local street width between Pioneer Ave. and "H" Street.		X			
b. At Pioneer Ave., left turns from "G" Street shall be prohibited and positive barrier features (median) on Pioneer Ave. to prevent the movement shall be constructed when "B" Street is constructed.		X			
60. "H" Street The following improvements will be constructed: a. Streets shall be constructed to a 57-foot local street width between Collector 2 and "G" Street. c. Provide concept plan for the extension of "H" from the north tentative map boundary into the future north development prior to approval of first final map. d. "H" Street shall have traffic calming landscape bulb-out features at the intersections of "G" Street with ~~raised~~ decorative stamped concrete or brick paver crosswalks. e. "H" Street shall have traffic calming landscape bulb-out features at the intersections of "Court 7" Street with ~~raised~~ decorative stamped concrete or brick paver crosswalks.)		X			

~~61. "E" Street The following improvements will be constructed: a. Streets shall be constructed to a 57-foot local street width between Collector 2 and "5" Court.~~					
~~62. County Rd 102 The following improvements will be constructed: a. Landscaping and street improvements shall be constructed from Gibson Rd to Farmers Central Rd per the approved Specific Plan. As approved by the City Engineer, street improvements and landscaping shall be constructed from Farmers Central Rd. to Parkway Drive. b. The intersection of CR102 at Farmers Central Rd shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.~~					
~~c. The intersection of CR102 at Parkway Dr. shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors. d. An interim southbound right turn deceleration lane and right turn acceleration lane shall be constructed with the dimensions designed to the satisfaction of the City Engineer in the portion of the right-of-way reserved for future widening for a second southbound through lane on Rd 102. e. No parking shall be allowed on CR 102.~~					
~~63. Farmers Central Road. The following improvements will be constructed: a. If the roadway connection to Gibson Road is by way of Rd.101, then with the first final map, Farmers Central Rd from Pioneer Ave. to Rd 101 shall be constructed to full width street improvements. If interim improvements are allowed, the required minimum interim roadway section that would be allowed would be a 32-foot wide roadway section, but may be greater depending on the status of other development fronting Farmers Central Rd. Any interim improvements that may be allowed to be constructed shall be as approved by the City Engineer. b. Install a traffic signal at the intersection of Farmer's Central Road/Collector 1 intersection upon the approval of the final map that triggers the 1400th unit in the SLSP area east of Highway 113.~~					

~~c. Provide a structural pavement section for the segment of Farmer's Central Road, from Pioneer Avenue to Collector 1, based on minor arterial standards. Provide an eastbound right turn lane on Farmer's Central Road at Collector 1.~~ ~~d. If the connection to Gibson Road is by way of Parkway Dr. to Collector 1, to Farmers Central Road, Pioneer Ave., then Farmers Central Rd from Pioneer Ave. to Collector 1 shall be constructed to full width street improvements. If interim improvements are allowed, the required minimum interim roadway section that would be allowed would be a 32-foot wide roadway section, but may be greater depending on the status of other development fronting Farmers Central Rd. Any interim improvements that may be allowed to be constructed shall be as approved by the City Engineer.~~					
~~**64. Collector 1**~~ ~~If the connection to Gibson Road is by way of Parkway Dr. to Collector 1, to Farmers Central Road and Pioneer Ave., then Collector 1 from Parkway Dr. to Farmers Central Rd. shall be constructed to full width street improvements. If interim improvements are allowed, the required minimum interim roadway section that would be allowed would be a 32-foot wide roadway section but, may be greater depending on the status of other development fronting Collector 1. Any interim improvements that may be allowed to be constructed shall be as approved by the City Engineer.~~					
65. "I" Street (Rd 101) a. Horizontal curve for "I" Street shall be moved to the west and Road 101/I Street shall have a complete 90-degree intersection constructed within the SLSP area. b. If "I" Street is not improved to a local street with the first final map, existing Rd 101 from south boundary of tentative map to the north boundary of the tentative map shall be improved to the satisfaction of the City Engineer. Prior to approval of the first final map, Applicant shall pay for a roadway and pavement evaluation for the purpose of identifying the type permanent or interim improvements needed. The City has the option to perform the evaluation. Improvements shall be constructed with the first final map		**X**			

66. Rd 101 a. The first final map in the Specific Plan area that triggers a connection to Road 25 A , via Road 101 as a condition, will be required to improve CR 101 from the connection to CR 101 from the Beeghly map to Road 25 A. The existing CR 101 shall be evaluated for roadway condition at the time the RD25A road improvements are required. Applicant shall pay for a roadway and pavement evaluation for the purpose of assisting the City Engineer in identifying the type permanent or interim improvements needed. The City has the option to perform the evaluation. This connection shall be subject to future reimbursement on a pro-rata basis, which reimbursement is required as additional final maps within the Specific Plan, which connect to Road 25A are approved. Any amount, which has not been reimbursed prior to the Second Release, will be made by the Second Release property owners as set forth in Section 3.9 .		X			
~~b. If the roadway connection to Gibson Road is by way of Rd.101, then existing Rd 101 from north boundary of tentative map to Farmers Central Rd. shall be improved to the satisfaction of the City Engineer. Prior to approval of the first final map, Applicant shall pay for a roadway and pavement evaluation for the purpose of identifying the type permanent or interim improvements needed. The City has the option to perform the evaluation. Improvements shall be constructed with the first final map.~~					
c. Applicant shall contract a certified arborist to make recommendations as to health of existing trees located along Road 101; and then the improvement plans shall have a specific section for the maintenance of the health of the trees and their incorporation into the ultimate public improvements. Said section shall be subject to the approval of the City Engineer at the time of sub division improvement plan submission.		X			
67. Rd 25A The first final map in the Specific Plan area that triggers a connection to Road 25 A , via Road 101 as a condition, will be required to improve 25 A from Road 101 to Highway 113. The existing roadway east of Hwy 113 shall be evaluated for roadway condition at the time the RD25A road improvements are required. Applicant shall pay for a roadway and pavement evaluation for the purpose of assisting the City Engineer in identifying the type permanent or interim improvements needed. The City has the option to perform the evaluation. . This connection shall be subject to future reimbursement on a pro-rata basis, which reimbursement is required as additional final maps within the Specific Plan, which connect to Road 25A are approved. Any amount, which has not been reimbursed prior to the Second Release, will be made by the Second Release property owners as set forth in Section 3.9 of the project development agreement .		X			
68. Collector 2 a. Horizontal curve for Collector 2 shall be moved to the west and Road 101/"I" Street shall have a complete 90 degree intersection constructed within the SLSP area.		X			

b. Full street improvements shall be constructed and shall include full street cross-section improvements per the approved Specific Plan, ~~to include the south side landscaping corridor with and Class 1 bike path.~~		X			
c. "Collector 2" Street shall have traffic calming landscape bulb-out features at the intersections ~~of "C" Street~~, "I" Street~~, and at the intersection of the 40' Subdivision Trail Corridor.~~		X			
d. As part of the ~~first~~ final map, Collector 2 shall be constructed to RD (101)		X			
69. Intersection Enhancement Details The following improvements will be constructed: a. Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer.				X	
~~b. Provisions shall be made at Parkway Drive and the 40' Subdivision Trail Corridor to restrict/prevent crossing at this location. Special enhanced landscaped barrier features shall be constructed on the north and south side of the 40-foot trail to direct pedestrian and bicycle traffic to controlled~~					
c. Pedestrian crossing of the 40' subdivision trail at Collector 2 and at "A" Street shall be enhanced with pedestrian crossing features as specified by the City Engineer at the time of subdivision improvements design. This may include raised pedestrian crossing and pedestrian crossing flashing warning lights in each direction in advance of pedestrian crossing			X		Satisfied by $118,000 payment per Section 2 of DA Amendment
70. Local Streets **The following improvements will be constructed:** Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.				X	
Tentative Map Street Cross-Sections, Sheet 4 of 4, dated September 30, 2003). Conditions and Changes shall be made as follows:					
~~71. 20' Subdivision trail cross section needs to be revised to show as 25' section to be consistent with Lot F on Sheet 1 of 4~~					completed - no further obligation
~~72. Street Section - (Local 54')~~ ~~a. Add all street names that will be 54' to the detail heading.~~					completed - no further obligation
~~73. Street Section - (Local 57')~~ ~~a. Add all street names that will be 57' to the detail heading~~					completed- no further obligation
~~74. Street Section - Collector with Greenbelt (Collector 2)~~ ~~a. Add street cross section showing interim (temporary) improvements, should the City approve temporary improvements.~~					completed- no further obligation
~~75. Street Section - Arterial 2-Lane (Pioneer Ave.)Remove bicycle symbol shown on detail. Pioneer Ave. from Parkway to Rd 25A is not designated with off-street bike path.~~					completed- no further obligation
~~76. Street Section - Arterial 2-Lane (Temporary Parkway Drive). If the City Engineer allows interim improvements, a 27' pavement section is not adequate for an interim improvement. Minimum cross section shall be changed to include a 5' bike lane (north side), two 12' travel lanes, and a 6' shoulder/bike lane (south side)~~					completed- no further obligation

~~77. Street Detail – Arterial 2-Lane (Half Street Improvements –Parkway Drive) a. Change this detail to reflect a connection to Pioneer Ave. City Engineer shall have final approval on improvements required for the connection to Pioneer Ave.~~					completed-no further obligation
78. Street Detail – Beeghly 1-Acre Life Estate a. Change this detail to reflect existing Rd 101 and Collector 2 aligning at 90-degree right angles. This will require shifting the horizontal curve to the west, into the Master Plan Remainder Area.		X			
b. Change 4' shoulders to 6' shoulders				X	
~~79. ADD NEW STREET CROSS SECTION – Arterial 2-Lane with off-street Pathway (Parkway Dr.)~~					
~~80. ADD NEW DETAIL – Future 40' Subdivision Trail (on east edge of Map) a. Add cross section detail of subdivision trail.~~					
~~81. ADD NEW STREET CROSS SECTION –Pioneer Ave., Farmers Central Rd to High School. a. Street cross section shall be modified to clearly depict improvements to be constructed with first final map. The east side street cross shall match existing street cross section being constructed with the new Pioneer High School. Landscaping, with the exception of trees, may be deferred until the west side landscaping improvements are constructed. A 6-foot AC interim pathway shall be constructed. The east side street improvements shall be constructed with the First final map.~~					
~~82. ADD NEW STREET CROSS SECTION –Pioneer Ave., Parkway Drive to Farmers Central Rd. a. Minimum improvements shall include a 19' southbound pavement section, 14'raised median and a 19' northbound pavement section. The 19-foot pavement section shall include a 6-foot bike lane/shoulder and a 13' travel lane.~~					
~~83. ADD NEW STREET CROSS SECTION –Farmers Central Rd., Pioneer Ave. to Existing Rd 101 a. Minimum improvements shall include two 12-foot travel lanes and two 6-foot shoulders.~~					
~~84. ADD NEW STREET CROSS SECTION –Pioneer Ave., Gibson Rd to Collector 4. a. Street cross section shall reflect full roadway improvements.~~					
87. Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.				X	
88. Construction of the intersections of Parkway Drive and Pioneer Avenue and Pioneer Avenue and Collector 2 shall include the construction of the underground portions of future traffic signals and the above ground portions as the City Engineer deems necessary at the time of sub division improvement plans.		X			Southside modification to Pioneer Ave. Construction of roundabout with WPHI project at Marsten and Parkland
89. Additional traffic related improvements shall be incorporated upon completion of the traffic study. These may include off site improvements to CR 101 and CR 25A as well as additional traffic signal improvements.		X			Traffic Study has been completed. All improvements on C-1, C-2 plans

90. A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and stripping shall be in accordance with the City of Woodland Design and Construction Standards.				X	
~~91. Prior to approval of the first tentative the project must determine an fund a fair share of the capital and operating costs associated with providing public transit service to the Plan area per SLSP regulation 4.35 and TOC EIR MM 4.6-3.~~					
~~92. Prior to approval of the first tentative the project must prepare and have approved by the City and Transportation District, a transit plan per SLSP regulation 4.36and TOC EIR MM 4.6-4~~					
~~93. Street light types shall be those historic types identified in the SLSP Design Standards. The City is updating its design standards and details for spacing historic lights.~~ Improvement plans for street light types shall be designed to design standards adopted.				x	
Storm Drainage and Site Grading (Sheet 2)					
~~94. A comprehensive storm drainage master plan shall be prepared by a registered civil engineer for project watershed(s), including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required) and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate off-site storm water.~~					
~~95. Tentative Map Area Storm Drainage Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.~~					
~~96. The Tentative Map area drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention, channel modifications, and/or equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Public works Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.~~					Master Study Completed

97. 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.				X	
98. 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.				X	
99. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.				X	
100. Drainage fees shall be paid prior to issuance of a building permit.				X	
101. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.				X	
~~102. Prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating SLSP property owners for the disposal and sharing of the excavated soil from the construction of the East Regional Detention~~					
103. All projects shall comply with the City's Storm Water ordinance, which includes implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.				X	
104. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.				X	
105. 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 that 1 acre shall include a BMP to be approved by the City Engineer.				X	
106. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP). Depth of the water table. The City Engineer shall approve water table depth at the time of submission of the sub division improvement plans.				X	

107. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.				X	
108. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.				X	
109. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.				X	
Wastewater and Sewer Collection System (Sheet 3)					
110. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.				X	
111. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.				X	
~~112. Prior to approval of the first tentative map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.~~					
~~113. A Tentative Map Area Sewer Collection System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.~~					
114. 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.				X	

115. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.				X	
Water Infrastructure Conditions (Sheet 3)					
116. All materials and installation of the water system shall be at the applicant's expense per City of Woodland Standard Specifications and Details.				X	
117. If required, per SB221, project Applicant shall obtain a Water Verification (WV) prior to approval of final map. Verification shall the following conditions.				X	
118. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier				X	
119. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.				X	
120. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law				X	
121. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service die to a water shortage declared by the water agency.				X	
~~122. Based on SLSP water modeling two new wells are needed to serve the first stage of development as identified in the SLSP. If the parcels required for the two new wells have not been acquired, the project applicant shall be required to acquire said parcels prior to approval of the first final map. The City will oversee the design and construction of two new wells. No building permits will be issued prior to construction and operation of two (2) new wells to serve the SLSP area. Only if the City acquires and develops the existing County well or the College well as municipal wells and develops the City's Regional Park well as a municipal well as interim water production facilities will the applicant be able to defer construction of the two new wells. Either a development agreement or the subdivision improvement agreement will provide for reimbursement or credit against water connection fees to cover the development of this facility.~~					
~~123. The Applicant shall submit a well site plan with facility elevations for City approval with the final map application.~~					
124. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.				X	
125. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered.				X	

126. 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 applicant'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.				X	
127. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.				X	
128. The City of Woodland Plan Review Fee applies and is due upon submittal of the maps and plans for review.				X	
129. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.				X	
130. REFLECTORS FOR FIRE HYDRANTS: 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.				X	
131. MEDIANS, FIRE HYDRANT PLACEMENT: When Median strip is to be installed in the center of a street; the fire hydrant will be spaced not more that 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.				X	
~~132. Prior to approval of the first tentative map, a comprehensive on-site Water system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.~~					
~~133. A Tentative Map Area Water System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.~~					

General Public Works Conditions					
134. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City; state and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.				X	
135. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.				X	
136. Applicant shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this Project.				X	
137. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit.				X	
138. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.				X	
139. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.				X	
140. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.				X	
141. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Woodland and the utility providers.				X	
142. Street lighting location plan shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.				X	
143. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department				X	
~~144. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been accepted by the City Council, and the City has approved as-built drawings, and the unit has been issued a Certificate of Occupancy by the Building Official. Applicants, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition~~.					
145. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.				X	

146. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.				X	
Easements and Right of Way					
147. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.				X	
148. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.				X	
149. A ten (10) foot public utility easement back of 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- Not required on Pioneer Ave or Parkway Drive.				X	
150. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.		X			Developer needs to be responsible for offsite land.
151. The final map shall identify a relinquishment of access rights along County Road 102, Parkway Drive, and Pioneer Ave. Except pedestrian access may be provided to lot D and G to the adjacent arterial sidewalk.		X			
Reimbursements for Applicant Install Improvements					
152. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.				X	
Landscaping and Lighting					
153. Project proponents shall enter into the Landscape and Lighting District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.				x	
154. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department per the SLSP and SLSP Design Guidelines.			X		
155. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.				X	

156. 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.				X	
157. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.				X	
158. Underground any overhead utilities within the project.				X	
159. Submit proposed Street names for approval by the City of Woodland.				X	
160. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.				X	
161. Public improvements in addition to roadway construction shall include water; sewer and storm drain mains, Fire hydrants, streetlights and railroad crossing improvements.				X	
162. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans and the railroad.				X	
163. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.				X	
164. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.				X	
165. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.				X	
~~166. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.~~					

Fire Department					
167. The plan as submitted does not follow the City of Woodland Standards, Specifications and Details 2002 Manual in regards to section 7.13 FIRE HYDRANTS. Please be advised that “hydrants shall have a minimum spacing of 300-feet in all areas (1-94).”				X	
168. It is the preference of the Woodland Fire Department that fire hydrants shall be located at corners and intersections whenever practical for ease of access to firefighting operations. The plan as submitted has hydrants located predominately in mid-block locations. Please note this change and revise the current plan to locate the fire hydrants along corners and at intersections where practical to do so.				X	
169. The Woodland Fire Department has noted that additional hydrants are needed along Pioneer Avenue in order to meet the requirements listed in section 7.13 FIRE HYDRANTS as noted in the City of Woodland Standards, Specifications and Details 2002 Manual.				X	

Exhibit D-1

Description of Remaining Shared Improvements/Cost Estimates

EXHIBIT D-1
Summary of Improvements to be Constructed by WPHI

COA	Improvement	Centex	WPHI	Ref	Improvement Cost Prelim Engineers Opinion	Notes
55	**Pioneer Drive (Identified as Pioneer Avenue from East Gibson to E. Heritage Pkwy, then Parkland Drive south of E. Heritage Pkwy)**					
d.	Full roadway improvements, including landscaping, shall be constructed from Collector 2 (Marston Drive) to Parkway Drive (East Heritage Parkway)	74.77%	25.23%			To be constructed by WPHI
		$2,285,200	**$771,100**	**[1]**	**$3,056,300**	Creditable Portion
		$184,100	**$62,100**	**[1]**	**$246,200**	Non-Creditable Portion
60	**"H" Street**					
a.	Streets shall be constructed to a 57-foot local street width between Pioneer Avenue (Parkland Avenue) and Collector 2 (Marston Drive) and "G" Street.	100%	0%			Shared based on lineal foot
		$71,000	**$0**	**[2]**	**$71,000**	Not Creditable
66	**CR 101**					
a.	The first final map that triggers a connection of CR 25A via CR 101 as a condition, will be required to improve CR 101 from the connection with CR 101 from the Beeghly map to CR 25A.	74.77%	25.23%			WPHI to construct
		$31,500	**$10,600**	**[1]**	**$42,100**	Not Creditable
67	**CR 25A**					
	The first final map that triggers a connection to CR 25A via CR 101 as a condition, will be required to improve CR 25A from CR 101 to Highway 113.	74.77%	25.23%			WPHI to construct
		$352,611	**$118,983**	**[1]**	**$471,594**	SLIF Creditable
		$383,276	**$129,330**	**[1]**	**$512,606**	City Contribution/SLIF set-aside/Heidrich project fees
68	**Collector 2 (Marston Drive)**					
d.	As part of the first final map, Collector 2 (Marston Drive) shall be constructed to CR 101.	88.60%	11.40%			WPHI to construct
		$167,300	**$21,500**	**[1]**	**$188,800**	Creditable Portion
		$791,600	**$101,800**	**[1]**	**$893,400**	Not Creditable Portion

Improvements Proposed to be Completed by WPHI	Centex	WPHI	Estimate
City Contribution/SLIF Set-Aside/Heidrich Project Fees Portion	**$383,276**	**$129,330**	**$512,606**
SLIF Creditable Portion	**$2,805,111**	**$911,583**	**$3,716,694**
Non-SLIF Creditable Portion	**$1,078,200**	**$174,500**	**$1,252,700**
	$4,266,587	**$1,215,413**	**$5,482,000**

Notes:
[1] Per Cunningham Engineering preliminary engineers's opinion of probable costs. Costs include a 10% contingency and 24% for soft costs.
[2] Per Carlson, Barbee & Gibson Engineer's Preliminary Cost Estimate

Exhibit E-1

SLIF Credit/Reimbursement Allocation for Package B-1 Improvements

EXHIBIT E-1
Summary of Improvements Previously Constructed by Centex

COA	Improvement	Centex	WPHI		Total Unreimbursed Improvement Cost	Notes
		74.77%	25.23%			
	B-1 Infrastructure (Heritage Parkway)	**$2,616,797**	**$882,999**	**[1]**	**$3,499,796**	

Centex Previously Completed Items	Centex	WPHI	Total Unreimbursed Improvement Cost	
SLIF Creditable Portion	**$2,616,797**	**$882,999**	**$3,499,796**	
Non-SLIF Creditable Portion				
	$2,616,797	**$882,999**	**$3,499,796**	

Notes:
[1] Amount represents B-1 improvement costs waiting reimbursement by the City of Woodland.

Exhibit F-1

Nexus Study Provisions Related to Road 25A

Exhibit F-1

Draft Report

Spring Lake Infrastructure Fee Nexus Study and Reconciliation Update

And

Spring Lake Specific Plan Financing Plan Update

The Economics of Land Use

Prepared for:

City of Woodland

Prepared by:

Economic & Planning Systems, Inc.

January 7, 2010

EPS #19539

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APPENDIX B:

Spring Lake Specific Plan
Capital Improvement Plan Costs

Table B-1 SLSP CIP Summary (7 pages) B-1

Table B-1
2010 SLIF Nexus Study and SLSP Financing Plan Update
SLSP CIP Summary

Item	Pct.	Spring Lake Specific Plan TOTAL	Roads	Water	Sewer	Drainage	Parks	Admin.
Package A								
Facilities		$ 17,306,601	$ 9,344,758	$ 1,892,748	$ 1,699,433	$ 4,369,662	$ 0	$ 0
Soft Costs		$ 4,308,660	$ 2,326,475	$ 471,219	$ 423,092	$ 1,087,873	$ 0	$ 0
Subtotal		**$ 21,615,000**	**$ 11,671,000**	**$ 2,364,000**	**$ 2,123,000**	**$ 5,458,000**	**$ 0**	**$ 0**
Package B								
Facilities		$ 14,937,000	$ 11,374,000	$ 979,000	$ 456,000	$ 2,128,000	$ 0	$ 0
Contingency	10%	$ 1,494,000	$ 1,137,000	$ 98,000	$ 46,000	$ 213,000	$ 0	$ 0
Soft Costs	24%	$ 3,585,000	$ 2,730,000	$ 235,000	$ 109,000	$ 511,000	$ 0	$ 0
Subtotal		**$ 20,016,000**	**$ 15,241,000**	**$ 1,312,000**	**$ 611,000**	**$ 2,852,000**	**$ 0**	**$ 0**
Package C								
Facilities		$ 4,338,000	$ 3,441,000	$ 342,000	$ 182,000	$ 373,000	$ 0	$ 0
Contingency	10%	$ 359,000	$ 270,000	$ 34,000	$ 18,000	$ 37,000	$ 0	$ 0
Contingency	20%	$ 149,000	$ 149,000	$ 0	$ 0	$ 0	$ 0	$ 0
Soft Costs	24%	$ 1,042,000	$ 826,000	$ 82,000	$ 44,000	$ 90,000	$ 0	$ 0
Subtotal		**$ 5,888,000**	**$ 4,686,000**	**$ 458,000**	**$ 244,000**	**$ 500,000**	**$ 0**	**$ 0**
Other								
Facilities		$ 23,753,000	$ 15,630,000	$ 2,000,000	$ 1,610,000	$ 4,513,000	$ 0	$ 0
Contingency	10%	$ 1,913,700	$ 1,101,700	$ 200,000	$ 161,000	$ 451,000	$ 0	$ 0
Contingency	20%	$ 924,200	$ 924,200	$ 0	$ 0	$ 0	$ 0	$ 0
Soft Costs	24%	$ 5,700,000	$ 3,751,000	$ 480,000	$ 386,000	$ 1,083,000	$ 0	$ 0
Subtotal		**$ 32,290,900**	**$ 21,406,900**	**$ 2,680,000**	**$ 2,157,000**	**$ 6,047,000**	**$ 0**	**$ 0**
Habitat Conservation Easement		**$ 1,146,400**	**$ 0**	**$ 0**	**$ 0**	**$ 1,146,400**	**$ 0**	**$ 0**
Storm Drainage								
Off-site		$ 14,167,658	$ 0	$ 0	$ 0	$ 14,167,658	$ 0	$ 0
East Regional Det. Pond (off-site)		$ 484,272	$ 0	$ 0	$ 0	$ 484,272	$ 0	$ 0
Remaining Off-site		$ 5,572,515	$ 0	$ 0	$ 0	$ 5,572,515	$ 0	$ 0
Subtotal		**$ 20,224,446**	**$ 0**	**$ 0**	**$ 0**	**$ 20,224,446**	**$ 0**	**$ 0**
Sewer								
Off-site		$ 5,315,000	$ 0	$ 0	$ 5,315,000	$ 0	$ 0	$ 0
Remaining Off-site		$ 795,000	$ 0	$ 0	$ 795,000	$ 0	$ 0	$ 0
Subtotal		**$ 6,110,000**	**$ 0**	**$ 0**	**$ 6,110,000**	**$ 0**	**$ 0**	**$ 0**
Parks								
Neighborhood Park N1		$ 2,498,507	$ 0	$ 0	$ 0	$ 0	$ 2,498,507	$ 0
Neighborhood Park N2		$ 2,477,226	$ 0	$ 0	$ 0	$ 0	$ 2,477,226	$ 0
Neighborhood Park N3		$ 2,477,226	$ 0	$ 0	$ 0	$ 0	$ 2,477,226	$ 0
Central Park		$ 1,700,864	$ 0	$ 0	$ 0	$ 0	$ 1,700,864	$ 0
Sports Park (Phases 1 and 2)		$ 5,885,012	$ 0	$ 0	$ 0	$ 0	$ 5,885,012	$ 0
Land Acquisition		$ 8,068,986	$ 0	$ 0	$ 0	$ 0	$ 8,068,986	$ 0
Fire Station		$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Subtotal		**$ 23,107,821**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 23,107,821**	**$ 0**
Water Well		**$ 199,000**	**$ 0**	**$ 199,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
On-site Land Acquisition		**$ 1,872,000**	**$ 1,665,000**	**$ 207,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Subtotal		**$ 132,469,567**	**$ 54,669,900**	**$ 7,220,000**	**$ 11,245,000**	**$ 36,227,846**	**$ 23,107,821**	**$ 0**
District Administration	4%	**$ 5,299,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 5,299,000**
Gibson Road		**$ 804,000**	**$ 804,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Planning and Administration		**$ 6,541,078**	**$ 6,541,078**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
TOTAL		**$ 145,113,645**	**$ 62,014,978**	**$ 7,220,000**	**$ 11,245,000**	**$ 36,227,846**	**$ 23,107,821**	**$ 5,299,000**

cost detail

Source: June 2009 SLSP CIP prepared by
Ponticello Enterprises and Cunningham Engineering

SPRING LAKE SPECIFIC PLAN
CAPITAL IMPROVEMENT PLAN
ENGINEER'S OPINION OF PROBABLE PUBLIC IMPROVEMENT COSTS
BACKBONE INFRASTRUCTURE 2008 UPDATE

Prepared for:

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300 First Street
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July 27, 2009

BEEGHLY GREENBELT

	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	2008 CIP TOTAL	2008 CIP SLIF	2004 CIP SLIF TOTAL	2004 CIP CODE	NON-SLIF PARTICIPANTS: COLLECTOR* IMPROVEMENTS	CITY OF WOODLAND	WJUSD	FUTURE MPRA IMPROVEMENTS	YOLO CO	WOODLAND COLLEGE	MALL EXPANSION SITE	ALLOCATION FOR MPRA
	SUMMARY					2008 CIP TOTAL	2008 CIP SLIF	2004 CIP TOTAL [16]									
I.	GRADING & EROSION CONTROL					$42,000	$42,000	$0		$0	$0	$0	$0	$0	$0	$0	$0
II.	STREETWORK & CONCRETE					$76,000	$76,000	$0		$0	$0	$0	$0	$0	$0	$0	$0
III.	TRAFFIC SIGNALS					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
IV.	STREETLIGHTS					$48,000	$48,000	$0		$0	$0	$0	$0	$0	$0	$0	$0
V.	JOINT TRENCH					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
VI.	LANDSCAPING					$179,000	$179,000	$0		$0	$0	$0	$0	$0	$0	$0	$0
	ROADWAY SUBTOTAL:					**$345,000**	**$345,000**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
VII.	**WATER SYSTEM SUBTOTAL**					**$3,000**	**$3,000**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
VIII.	SEWER SYSTEM					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
IX.	DEWATERING					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
	SEWER SUBTOTAL:					**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
X.	**STORM DRAINAGE SUBTOTAL:**					**$85,000**	**$85,000**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	SEGMENT SUB-TOTAL					$433,000	$433,000	$0		$0	$0	$0	$0	$0	$0	$0	$0
	20% CONTINGENCY - OFFSITE							$0									
	10% CONTINGENCY - ONSITE					$43,300	$43,300			$0	$0	$0	$0	$0	$0	$0	$0
	TOTAL SEGMENT CONSTRUCTION COST					**$476,300**	**$476,300**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	24% SEGMENT SOFT COSTS					**$103,920**	**$103,920**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	TOTAL SEGMENT COST					**$580,000**	**$580,000**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

BEEGHLY GREENBELT

CO. RD 25A (HWY 113 TO W. EDGE OF SLSP)

	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	2008 CIP TOTAL	2008 CIP SLIF	2004 CIP SLIF TOTAL	2004 CIP CODE	NON-SLIF PARTICIPANTS: COLLECTOR* IMPROVEMENTS	CITY OF WOODLAND	WJUSD	FUTURE MPRA IMPROVEMENTS	YOLO CO	WOODLAND COLLEGE	MALL EXPANSION SITE	ALLOCATION FOR MPRA
28(A).	**CO. RD 25A (HWY 113 TO W. EDGE OF SLSP)**	**5**															**28(A).**
	32' PAVEMENT AND STRIPING ONLY																
I.	GRADING & EROSION CONTROL																
a.	CLEAR & GRUB		2.09	AC	$1,000.00	$2,090	$2,090	$2,115	P1								$2,090
b.	ROUGH GRADING		8,608	CY	$3.50	$30,127	$30,127		P3								$30,127
c.	ROAD-FINISH GRADING, CMPT. SUB-GRADE		91,200	SF	$0.60	$54,720	$54,720	$73,920	P3								$54,720
d.	EROSION CONTROL		2.09	AC	$15,000.00	$31,350	$31,350	$0	P9								$31,350
	GRADING & EROSION CONTROL SUBTOTAL:					$118,287	$118,287	$76,035		$0	$0	$0	$0	$0	$0	$0	$118,287
II.	STREETWORK & CONCRETE																
a.	6.5" AC PAVEMENT		91,200	SF	$3.00	$273,600	$273,600	$336,000	P4								$273,600
b.	23" AGGREGATE BASE (Road/Curb/Curb&Gutter)		91,200	SF	$3.65	$332,880	$332,880		P4								$332,880
c.	STRIPING		1	LS	$18,600.00	$18,600	$18,600	$7,000	P6								$18,600
	STREETWORK & CONCRETE SUBTOTAL:					$625,080	$625,080	$343,000		$0	$0	$0	$0	$0	$0	$0	$625,080
III.	TRAFFIC SIGNALS																
	TRAFFIC SIGNALS SUBTOTAL:					$0											
IV.	STREETLIGHTS																
	STREETLIGHTS SUBTOTAL:					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
V.	JOINT TRENCH																
	JOINT TRENCH SUBTOTAL:					$0											
VI.	LANDSCAPING																
	LANDSCAPING SUBTOTAL:					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
VII.	WATER SYSTEM																
	WATER SYSTEM SUBTOTAL:					$0	$0										
VIII.	SEWER SYSTEM																
	SEWER SYSTEM SUBTOTAL:					$0	$0										
IX.	DEWATERING																
	DEWATERING SUBTOTAL:					$0	$0										
X.	STORM DRAINAGE																
	STORM DRAINAGE SUBTOTAL:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CO. RD 25A (HWY 113 TO W. EDGE OF SLSP)

CO. RD 25A (HWY 113 TO W. EDGE OF SLSP)

	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	2008 CIP TOTAL	2008 CIP SLIF	2004 CIP SLIF TOTAL	2004 CIP CODE	NON-SLIF PARTICIPANTS: COLLECTOR* IMPROVEMENTS	CITY OF WOODLAND	WJUSD	FUTURE MPRA IMPROVEMENTS	YOLO CO	WOODLAND COLLEGE	MALL EXPANSION SITE	ALLOCATION FOR MPRA
	SUMMARY																
I.	GRADING & EROSION CONTROL					$118,000	$118,000	$76,000		$0	$0	$0	$0	$0	$0	$0	$118,000
II.	STREETWORK & CONCRETE					$625,000	$625,000	$343,000		$0	$0	$0	$0	$0	$0	$0	$625,000
III.	TRAFFIC SIGNALS					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
IV.	STREETLIGHTS					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
V.	JOINT TRENCH					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
VI.	LANDSCAPING					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
	ROADWAY SUB-TOTAL					**$743,000**	**$743,000**	**$419,000**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$743,000**
VII.	**WATER SYSTEM SUBTOTAL**					**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
VIII.	SEWER SYSTEM					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
IX.	DEWATERING					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
	SEWER SUB-TOTAL					**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
X.	**STORM DRAINAGE SUB-TOTAL**					**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	SEGMENT SUB-TOTAL					$743,000	$743,000	$419,000		$0	$0	$0	$0	$0	$0	$0	$743,000
	20% CONTINGENCY - OFFSITE					$148,600	$148,600	$83,800		$0	$0	$0	$0	$0	$0	$0	$148,600
	10% CONTINGENCY - ONSITE																
	TOTAL SEGMENT CONSTRUCTION COST						$891,600	$502,800		$0	$0	$0	$0	$0	$0	$0	$891,600
	24% SEGMENT SOFT COSTS					$178,320	$178,320	$100,560		$0	$0	$0	$0	$0	$0	$0	$178,320
	TOTAL SEGMENT COST					**$178,000**	**$1,070,000**	**$603,000**		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,070,000**

CO. RD 25A (HWY 113 TO W. EDGE OF SLSP)

PROJECT SUMMARY

PROJECT SUMMARY

	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	2008 CIP TOTAL	2008 CIP SLIF	2004 CIP TOTAL [16]									
I.	GRADING & EROSION CONTROL					$476,000	$416,000	$129,000		$60,000	$0	$0	$0	$0	$0	$0	$118,000
II.	STREETWORK & CONCRETE					$2,261,000	$1,940,000	$1,000,000		$322,000	$0	$0	$0	$0	$0	$0	$625,000
III.	TRAFFIC SIGNALS					$0	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0
IV.	STREETLIGHTS					$159,000	$146,000	$54,000		$14,000	$0	$0	$0	$0	$0	$0	$0
V.	JOINT TRENCH					$392,000	$281,000	$81,000		$111,000	$0	$0	$0	$0	$0	$0	$0
VI.	LANDSCAPING					$771,000	$658,000	$472,000		$113,000	$0	$0	$0	$0	$0	$0	$0
	ROADWAY SUB-TOTAL					**$4,059,000**	**$3,441,000**	**$1,736,000**		**$620,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$743,000**
VII.	**WATER SYSTEM SUBTOTAL**					**$421,000**	**$342,000**	**$273,000**		**$79,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
VIII.	SEWER SYSTEM					$254,000	$164,000	$84,000		$90,000	$0	$0	$0	$0	$0	$0	$77,000
IX.	DEWATERING					$50,000	$18,000	$68,000		$32,000	$0	$0	$0	$0	$0	$0	$9,000
	SEWER SUB-TOTAL					**$304,000**	**$182,000**	**$152,000**		**$122,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$86,000**
X.	**STORM DRAINAGE SUB-TOTAL**					**$517,000**	**$373,000**	**$73,000**		**$144,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,000**
	PROJECT SUB-TOTAL					$5,301,000	$4,338,000	$2,234,000		$965,000	$0	$0	$0	$0	$0	$0	$837,000
	20% CONTINGENCY - OFFSITE					$148,600	$148,600	$446,800		$0	$0	$0	$0	$0	$0	$0	$148,600
	10% CONTINGENCY - ONSITE					$455,800	$359,500			$96,500	$0	$0	$0	$0	$0	$0	$9,400
	TOTAL PROJECT CONSTRUCTION COST					**$5,905,400**	**$4,846,100**	**$2,680,800**		**$1,061,500**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$995,000**
	24% SEGMENT SOFT COSTS					**$1,272,240**	**$1,041,120**	**$536,160**		**$231,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200,880**
	TOTAL PROJECT COST					**$7,178,000**	**$5,887,000**	**$3,217,000**		**$1,293,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,196,000**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND, CENTEX HOMES A NEVADA GENERAL PARTNERSHIP, AND, WESTERN PACIFIC HOUSING INC., A DELAWARE CORPORATION.

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, Centex and Western Housing Inc. ("Developer") propose to develop certain real property located in the City of Woodland ("Property"), more particularly described in Exhibit "1" 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 amendment attached hereto as Exhibit "1" 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 Amendment 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 Amendment 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 Amendment 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 _____, 2014 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

WHEREAS, on _____2014 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, _____, 2014 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 _____ 2014, 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 Agreement Amendment 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 Amendment; (ii) the Development Agreement Amendment is consistent with the General Plan and SLSP; (iii) the Development Agreement Amendment is in conformity with the public convenience, general welfare and good land use practice; (iv) the Development Agreement Amendment will not be detrimental to the public health, safety and general welfare; and (v) the Development Agreement Amendment 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 Amendment attached hereto as Exhibit "1"

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 Amendment 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 _____ 2014, 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 _____, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tom Stallard, Mayor

ATTEST:

_____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

Dated:_____

Exhibit "1" – Development Agreement