



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

September 1, 2020
6:00 PM

CITY COUNCIL

PLEASE NOTE: The September 1, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom City Council meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) Leave a voice mail message at (530) 661-5900, press Option 1. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time; 3) If you are watching the live stream and wish to make a comment on an item as it is being heard, you may submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

Please click on link below to join the public comment portion of the meeting:
<https://zoom.us/j/99759026181>

Or Phone: US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 997 5902 6181

CLOSED SESSION

5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS,
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager, Human Resources
Manager and City Attorney
Employee Organization(s): Woodland Professional Firefighters' Association
and Fire Mid-Management Employees

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. PRESENTATIONS

3. SUBJECT: Woodland Chamber of Commerce 2019/20 Annual Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation by Aniek Ramsay, President of the Woodland Chamber of Commerce regarding the 2019/20 Annual Report.

I. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of August 18, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of August 18, 2020.

5. SUBJECT: Planning Commission Meeting Minutes of Planning Commission Meeting Minutes of March 5, 2020, April 16, 2020, May 7 and June 18, 2020.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes of the Planning Commission Meeting Minutes of March 5, 2020, April 16, 2020, May 7 and June 18, 2020.

6. SUBJECT: Proclamation in Support of Prostate Cancer Awareness Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2020, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

7. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended June 30, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2020.

8. SUBJECT: 2019 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to accept the 2019 Assistance to Firefighters Grant (AFG) Award for Self Contained Breathing Apparatus (SCBAs) and related equipment; and appropriate \$840,000 to the Other Federal Grans Fund (330) to fund the initial expenditure.

9. SUBJECT: FY2020/21 Dispatch Services by the Yolo Emergency Communications Agency

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the continuation of dispatch services by the Yolo Emergency Communications Agency for the full contract amount of \$2,215,634, which is already included in the FY2020/21 budget.

10. SUBJECT: Approve Contract Amendment for Construction Management and Inspection Services for Improvements Associated with West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate \$200,000 in SB1 RMRA (Fund 361) funding and 2) approve amendment #2 for construction management and inspection with UNICO Engineering in the amount of \$132,275.24 for the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project; and authorize the City Manager to execute the agreement.

11. SUBJECT: Sole-Source Purchase of JWC Environmental for washer/compactor parts to make repairs on the influent screens at the Water Pollution Control Facility.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to approving the purchase of washer/compactor parts from JWC Environmental for an amount of up to \$74,000.

12. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #13 with Wood Rodgers for Consulting Services.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to rescind Resolution No. 7539 and execute Amendment #13 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

13. SUBJECT: Continued Emergency Action for Interim Shelter Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

J. PUBLIC HEARINGS

14. SUBJECT: PUBLIC HEARING - Spring Lake Specific Plan Parkside 3 Project (PLNG 18 -00070) – Request to approve a Tentative Subdivision Map (TSM #5155), General Plan Amendment, Spring Lake Specific Plan Amendment, Planned Development standards, Conditional Use Permit, Site Plan, Design Review, Development Agreement Amendment, and EIR Addendum for two parcels (APN:041-231-028 and 041-243-002) for 97 single family units

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Receive the staff report;
2. Conduct a public hearing;
 - a) adopt Resolution No. _____, approving the CEQA Addendum;
 - b) adopt Resolution No. _____, amending the General Plan land use designation;
 - c) adopt Resolution No. _____, amending the Spring Lake Specific Plan land use designation;
 - d) adopt Resolution No. _____, approving Tentative Subdivision Map #5155, a Planned Development Overlay and Conditional Use Permit
 - e) adopt Resolution No. _____, approving Site Plan and Architectural Design Review, and
 - f) introduce and waive the first reading of an ordinance approving the Development Agreement between the City of Woodland and CalAtlantic Group, Inc. (Lennar Corporation), to use and develop the Parkside 3 project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

K. REPORTS OF THE CITY MANAGER

15. SUBJECT: Modification of Suspension of Transient Occupancy Tax Payments

RECOMMENDATION FOR ACTION: Staff recommends the City Council waive first reading and read by title only an ordinance Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.

16. SUBJECT: Designate Delegate for the League of California Cities Annual Conference & Expo

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate a voting delegate to represent the City at the League of California Cities Annual Conference & Expo - October 7 - 9, 2020

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, September 1, 2020 was posted on Friday, August 28, 2020 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: G.2
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar (17)

UPDATED COUNCIL LONG RANGE CALENDAR

SEPTEMBER 15TH

REGULAR MEETING

Public Works Quarterly Report
Youth Master Plan MOU
Conflict of Interest Code
Approve Appropriation of Funds to complete Parcelization of 1901 E. Beamer
Affordable Housing Agreement – Ashley and Main

OCTOBER 6TH

REGULAR MEETING

City Council Meeting Minutes of September 1, 2020 and September 15, 2020
Woodland Research & Tech Park – Specific Plan
Apprenticeship/Workforce Development Programs
Beeghly Ranch R-15 – PH

OCTOBER 20TH

REGULAR MEETING

Sports Park Girls Fastpitch League Agreement

Future Topics / Study Sessions:

November Flood Project Certification of Final EIR Homeless Shelter / NPLH Final Agreements Comprehensive Zoning Update	TBD Investment Policy Workshop
December Council Reorganization	



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: H.3
SUBJECT: Woodland Chamber of Commerce 2019/20 Annual Report

Recommendation for Action: Staff recommends that the City Council receive a presentation by Aniek Ramsay, President of the Woodland Chamber of Commerce regarding the 2019/20 Annual Report.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.4
SUBJECT: City Council Meeting Minutes of August 18, 2020

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of August 18, 2020.

Staff Contact:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. 08_18_2020 DRAFT MINUTES

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, August 18, 2020

6:00 PM

City Council

CITY COUNCIL

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Meeting ID: 997 5902 6181

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:02 PM.

B. ROLL CALL

All Council Members present via roll call vote.

Present: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Xochitl Rodriguez.

D. COMMUNICATIONS - PUBLIC COMMENT

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

An e-mail received by Attorney Sean Hungerford, regarding Measure S and Consent Calendar Items No. G14 and G16, was read into the record.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

1. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

F. PRESENTATIONS

2. SUBJECT: Woodland Police Department SPIDR Tech Communication Technology

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Woodland Police Department's effective use of SPIDR Tech communication technology to improve community engagement.

Received a presentation by Police Chief Derrek Kaff on the Woodland Police Department's effective use of SPIDR Tech communication technology to improve community engagement.

3. SUBJECT: Woodland Chamber of Commerce 2019/20 Annual Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation by Aniek Ramsay, President of the Woodland Chamber of Commerce regarding the 2019/29 Annual Report.

This item was moved to the September 1, 2020 Council meeting.

G. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of July 7, 2020 and July 21, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of July 7, 2020 and July 21, 2020.

Corrected set of minutes submitted to Council Members prior to the meeting.

Adopted the corrected minutes of the Joint Regular City Council/Woodland Finance Authority meeting of July 7, 2020 and July 21, 2020.

5. SUBJECT: Parks & Recreation Commission Meeting Minutes for June 22, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the June 22, 2020 Parks & Recreation Commission Meeting Minutes.

Received the June 22, 2020 Parks & Recreation Commission Meeting Minutes.

6. SUBJECT: Fire Department Quarterly Status Report for the period of April 2020 - June 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2020 through June 2020.

Accepted the Fire Department Quarterly Status Report for April 2020 through June 2020.

7. SUBJECT: Police Department Quarterly Status Report for the period of April 2020 through June 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department Quarterly Status Report for the period of April 2020 through June 2020.

Mayor Pro Tem Stallard had a few questions for Chief Kaff regarding the quarterly report.

Accepted the Police Department Quarterly Status Report for the period of April 2020 through June 2020.

8. SUBJECT: Manufactured Home Fair Practices Commission Annual Report for the 2019 program year

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2019 program year.

Received the Manufactured Home Fair Practices Commission Annual Report for the 2019 program year.

9. SUBJECT: 2019 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to

1. accept the 2019 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel.
2. appropriate \$35,040 to the Other Federal Grants Fund (330) for the initial expenditure.

Adopted RESOLUTION NO. 7532, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE ACCEPTANCE OF THE 2019 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AWARD AND APPROPRIATION OF \$35,040 TO FUND 330.

10. SUBJECT: Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement

RECOMMENDATION FOR ACTION: (1) Receive the Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement Report; (2) Adopt Resolution No. _____, authorizing the City Manager to execute a 2-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and conditions set forth by the contract approved by council September 1, 2009.

Adopted RESOLUTION NO. 7533, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING EXTENDING AN EXISTING AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR MAINTENANCE AND SUPPORT LEVEL.

11. SUBJECT: Animal Services Contract - Fiscal Year 2020/21

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2019/20 Animal Services Agreement with the County of Yolo in the amount of \$738,530.

Mayor Lansburgh had some questions regarding this report. Concerns were addressed by City Manager Ken Hiatt.

Adopted RESOLUTION NO. 7534, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FISCAL YEAR 2020/21 ANIMAL SERVICES AGREEMENT WITH YOLO COUNTY IN THE AMOUNT OF \$738,530.

12. SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Pioneer/Parkland Ave. Widening and Hunt St. Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #2 for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$33,156.00 for the Pioneer/Parkland Ave. Widening and Hunt St. Improvements; and authorize the City Manager to execute the agreement.

Adopted RESOLUTION NO. 7535, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AMENDMENT #2 WITH ASSOCIATED ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE PIONEER/PARKLAND AVE. AND HUNT ST. IMPROVEMENT PROJECT.

13. SUBJECT: Plans and Specifications, and Bid Advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05.

Adopted RESOLUTION NO. 7536, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE SR-113/CR-25A INTERCHANGE MODIFICATIONS PROJECT, CIP #20-05.

14. SUBJECT: Approve Amendment #9 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #9 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Adopted RESOLUTION NO. 7537, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #9 WITH THE FERGUSON GROUP FOR FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD MITIGATION.

15. SUBJECT: Agreement between the Local Government Commission and the City of Woodland to implement a Community Rain Garden Demonstration Project at Crawford Park

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) authorizing staff to execute an Agreement with LGC to implement the Community Rain Garden Demonstration Project at Crawford Park that is substantially similar to the one attached to this Resolution and the accompanying staff report provided that LGC receives an extension of time through approximately September 2021 to ensure that the project can be completed and funds disbursed, and permitting the City Attorney to make clarifying and confirming changes provided that the dollar amount does not change, 2) authorizing appropriation of \$49,000 to the Fiscal Year 2020/2021 Sustainability Fund (365) budget and 3) appropriating the same \$49,000 to Capital Improvement Program (CIP) Project #21-11.

Adopted RESOLUTION NO. 7538, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT BETWEEN THE LOCAL GOVERNMENT COMMISSION AND THE CITY OF WOODLAND, CREATING CAPITAL IMPROVEMENT PROGRAM PROJECT #21-11, AND AUTHORIZING THE APPROPRIATION OF FUNDS TO THE SUSTAINABILITY FUND (365).

16. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #13 with Wood Rodgers for Consulting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #13 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$100,000.

Adopted RESOLUTION NO. 7539, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENT #13 WITH WOOD RODGERS FOR ENGINEERING CONSULTING SERVICES.

17. SUBJECT: Cooperative Fuel Services Agreement with Interstate Oil

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to execute a cooperative Fuel Services Agreement with Interstate Oil for card-lock fuel services for a total Not To Exceed amount of \$1,200,000 through June 30, 2023.

Adopted RESOLUTION NO. 7540, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CITY MANAGER TO EXECUTE A 3-YEAR COOPERATIVE FUEL SERVICES AGREEMENT WITH INTERSTATE OIL.

18. SUBJECT: E. Main Street Improvement Project, CIP 13-05; Approve Consultant Services Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to (1) approve a Consultant services amendment for design services with Mark Thomas and Company, in the amount of \$43,929.00 for a total agreement amount of \$495,923.51, (2) authorize City Manager to execute the contract amendment with Mark Thomas and Company for the E. Main Street Improvement Project, CIP 13-05.

Adopted RESOLUTION NO. 7541, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AMENDMENT WITH MARK THOMAS & COMPANY CONSULTANTS, INC. FOR DESIGN SERVICES.

19. SUBJECT: Appropriate Funds from SLIF Parks & Recreation to CIP 19-11, Spring Lake Central Park, to Facilitate Park Property Purchase.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve the appropriation of \$500,000 from the SLIF Parks & Recreation (Fund 640) Fund to CIP 19-11, Spring Lake Central Park, for park property purchase.

Adopted RESOLUTION NO. 7542, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE APPROPRIATION OF \$500,000 FROM THE SLIF PARKS AND RECREATION FUND (FUND 640) TO CIP 19-11, SPRING LAKE CENTRAL PARK, FOR PARK PROPERTY PURCHASE.

20. SUBJECT: Award Construction Contract for the Woodland Sports Park Turf Replacement Project, CIP 19-19

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, making sole source findings in support of and awarding a Construction Contract to Sprinturf in the amount of \$2,146,872 for the Woodland Sports Park Turf Replacement Project, CIP 19-19 and authorize a contract contingency of 5% (\$107,340).

Adopted RESOLUTION NO. 7543, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING SOLE SOURCE FINDINGS IN SUPPORT OF AND AWARDED A CONSTRUCTION CONTRACT TO SPRINTURF, LLC FOR THE WOODLAND SPORTS PARK TURF REPLACEMENT PROJECT, CIP 19-19.

21. SUBJECT: Funding Agreement with the Yolo Wayfarer Center for Extended Shelter

RECOMMENDATION FOR ACTION: Staff recommends that the City Council Adopt Resolution No. _____, authorizing the City Manager to negotiate and execute an agreement with the Yolo Wayfarer Center for operation of the Extended Shelter at a monthly cost to the City of \$15,000 for the period of July 1, 2020 – December 31, 2020.

Adopted RESOLUTION NO. 7544, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE YOLO WAYFARER CENTER FOR OPERATION OF THE EXTENDED SHELTER AT A MONTHLY COST TO THE CITY OF \$15,000.

22. SUBJECT: Funding Adjustment for Community Development Block Grant Construction Activity

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a \$2,000 CDBG funding increase for Empower Yolo's Capital Project.

Adopted RESOLUTION NO. 7545, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A \$2,000 FUNDING INCREASE FOR EMPOWER YOLO'S CAPITAL PROJECT.

23. SUBJECT: Receive Fiscal Year 2020 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Fiscal Year 2020 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

Received the Fiscal Year 2020 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

24. SUBJECT: Landscape Maintenance Contract Amendments with Dominguez Landscape Services, Inc. and Figueroa Landscape Company

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ and Resolution No. _____, to ratify the second amendments to two City Landscape Maintenance contracts. The second amendment to the contract with Dominguez Landscape Services, Inc. is for the amount of \$670,968.88 per year, through June 30, 2022, for services in Zones 1 & 2. The second amendment to the contract with Figueroa Landscape Company is for the amount of \$294,168.16 per year, through June 30, 2022, for services in Zone 3.

Adopted RESOLUTION NO. 7546, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND RATIFYING A SECOND AMENDMENT TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH DOMINGUEZ LANDSCAPE SERVICES, INC. FOR ZONES 1 & 2 and RESOLUTION NO. 7547, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND RATIFYING A SECOND AMENDMENT TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH FIGUEROA LANDSCAPE COMPANY FOR ZONES 3.

25. SUBJECT: Contract Amendment with Laugenour & Meikle for the Emergency Shelter Project, CIP #20-12

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050; (2) adopt Resolution No. _____ authorizing the City Manager to execute an amendment in the amount of \$10,000 to Laugenour and Meikle, Civil Engineers for Construction Administration services for the Emergency Shelter Project (CIP 20-12) and authorize a contract contingency of up to 5% (\$500) of the total contract amount.

Adopted RESOLUTION NO. 7548, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AMENDMENT WITH LAUGENOUR & MEIKLE FOR ENGINEERING SERVICES FOR THE EMERGENCY SHELTER PROJECT, CIP #20-12.

On a motion by Council Member Barajas, seconded by Mayor Pro Tem Stallard and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 4 through 25.

**AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
NOES: None**

H. REPORTS OF THE CITY MANAGER

26. SUBJECT: Modification of Suspension of Transient Occupancy Tax Payments

RECOMMENDATION FOR ACTION: Staff recommends the City Council waive first reading and read by title only an ordinance Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.

This item was Informational only, as it was discovered last minute that the incorrect version of the ordinance was attached. The first reading of this ordinance will be re-agendized on the September 1st Council meeting and the second reading on the September 15th Council meeting.

I. ADJOURN

Meeting adjourned at 7:13 PM in memory of Dr. Cleve Baker.

Respectfully submitted,

Ana B. Gonzalez
City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.5
SUBJECT: Planning Commission Meeting Minutes of Planning Commission Meeting
Minutes of March 5, 2020, April 16, 2020, May 7 and June 18, 2020.

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission Meeting Minutes of Planning Commission Meeting Minutes of March 5, 2020, April 16, 2020, May 7 and June 18, 2020.

Staff Contact

Debbie Flemmer, Administrative Supervisor, (530) 661-5818, debbie.flemmer@cityofwoodland.org

Reviewed By: Cindy Norris, Principal Planner

Ken Hiatt
City Manager

Attachments:

1. 3.5.2020 FINAL PC Minutes
2. 4.16.2020 FINAL PC Minutes
3. 5.7.2020 FINAL PC Minutes
4. 6.18.2020 FINAL PC Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Planning Commission Meeting –

Thursday, March 5, 2020

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:33 PM

Staff Present: Cindy Norris, CDD Principal Planner and CDD Megan Meier, Associate Planner

B. ROLL CALL

Planning Commission Members Present: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Absent (Excused): Planning Commission Member Steven Wong

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Vice-Chairperson Marco Lizarraga.

D. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

Verbal updates provided by Planning Commission Members/Staff.

E. SUBCOMMITTEE REPORTS

Verbal updates provided by Planning Commission Members/Staff.

F. COMMUNICATIONS FROM THE PUBLIC

None

G. APPROVAL OF MINUTES

1. SUBJECT: Planning Commission Meeting Minutes of February 20, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission Meeting of February 20, 2020.

On a motion by Commission Vice-Chairperson Marco Lizarraga, seconded by Commission Member Valerie Hurst and carried unanimously, Planning Commission Meeting Minutes of February 20, 2020

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent:

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent:

H. PUBLIC HEARING

2. SUBJECT: Woodland Storage CUP

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission 1) receive a report; 2) hold a public hearing; and 3) adopt Resolution No PC 20-05 recommending that the City Council approve a Mitigated Negative Declaration and Conditional Use Permit for Woodland Storage with associated lot line adjustment, operating agreement and roadway summery vacation

On a motion by Commission Member Chris Holt, seconded by Commission Member Steve Harris and carried unanimously, receive a report; hold a public hearing; and 3) adopt Resolution No PC 20-05 recommending that the City Council approve a Mitigated Negative Declaration and Conditional Use Permit for Woodland Storage with associated lot line adjustment, operating agreement and roadway summary vacation, with the friendly amendment to request that the applicant consider developing residential on the remainder parcel fronting to the Matmor Road.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent:

3. SUBJECT: Interim Zoning Ordinance 2020 and Amendment to Section 17.92.020 Table 3 of the Zoning Ordinance - Continued Public Hearing

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission: 1) Receive a staff report; 2) Conduct the public hearing; and 3) Approve Planning Commission Resolution No.20-06, recommending that the City Council adopt a stand-alone Interim Zoning Ordinance 2020 and Amend Section 17.92.020, Table 3 of the Zoning Ordinance to provide a clear legal basis for zoning and development review to ensure consistency with the 2035 General

On a motion by Vice-Chairperson Marco Lizarraga, seconded by Commission Member Fred Lopez and carried unanimously, a motion to receive a staff report; conduct the public hearing; and approve Planning Commission Resolution No.20-06, recommending that the City Council adopt a stand-alone Interim Zoning Ordinance 2020 and Amend Section 17.92.020, Table 3 of the Zoning Ordinance to provide a clear legal basis for zoning and development review to ensure consistency with the 2035 General, with the removal of L19.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent:

I. BUSINESS ITEMS

J. STAFF OR COMMISSIONER COMMENTS

Verbal comments shared by Planning Commission Members/Staff.

K. ADJOURNMENT

Meeting adjourned at 8:36 PM.

Adopted by Planning Commission 8/20/2020

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Planning Commission Meeting - Via Teleconference –

Thursday, April 16, 2020

6:30 PM

SPECIAL COMMENT:

PLEASE NOTE:

The April 16, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20.

1.The meeting will be held via teleconference and Council members will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

2.The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings .

3.If you wish to make a comment during general public comment or on a specific agenda item, there are three ways to do that:

-You may speak live at the appropriate time during the meeting for no more than three (3) minutes. Call (530) 661-5935. You will be placed on hold until it is your turn to speak.

-You may leave a voice mail message at (530) 661-5900. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time.

-Any member of the public watching the live stream who wishes to make a comment on an item as it is being heard may submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

A. CALL TO ORDER

Meeting called to order at 06:35 PM

Staff Present: Cindy Norris, CDD Principal Planner, Megan Meier, CDD Associate, Ana Gonzalez, City Clerk and J Kimura, IT Senoir Application Analyst

NOTE: The April 16, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20. The meeting will be held via teleconference and Council members will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

B. ROLL CALL

Planning Commission Members Present: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Absent: 0

Excused: 0

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Commission Member Steve Harris.

D. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

None

1. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission review the attached Long Range Calendar

Verbal updates provided by Planning Commission Members/Staff.

E. SUBCOMMITTEE REPORTS

Verbal updates provided by Planning Commission Members/Staff.

F. COMMUNICATIONS FROM THE PUBLIC

None

G. APPROVAL OF MINUTES

None

H. PUBLIC HEARING

2. SUBJECT: AT&T Cell Tower Conditional Use Permit

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission: 1) Receive a staff report; 2) Conduct the public hearing; and 3) Approve Planning Commission Resolution 20-07, for the operation of a 75-foot tall stealth telecommunications cellular tower in the shape of a water tower and the installation of related ground equipment on a 1,200 square foot lease area at 231 W Main Street.

On a motion by Commission Member Steve Wong, seconded by Commission Member Fred Lopez and carried unanimously, to continue to the next scheduled meeting to allow further public comments be received, a request to Commission receive a staff report; and conduct the public hearing; and approve Planning Commission Resolution 20-07, for the operation of a 75-foot tall stealth telecommunications cellular tower in the shape of a water tower and the installation of related ground equipment on a 1,200 square foot lease area at 231 W Main Street.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Noes: None

Absent: None

3. SUBJECT: Spring Lake Pioneer Village Large Lot Tentative Parcel Map

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission: 1) Receive a staff report; 2) Conduct the public hearing; and 3) Approve Planning Commission Resolution 20-08, for the Spring Lake Pioneer Village Large Lot Tentative Parcel Map No. 5198 and associated CEQA clearance

On a motion by Planning Commission Vice-Chairperson Marco Lizarraga, seconded by Planning Commission Member Steve Harris and carried unanimously; a motion to receive a staff report; and cConduct the public hearing; and approve Planning Commission Resolution 20-08, for the Spring Lake Pioneer Village Large Lot Tentative Parcel Map No. 5198 and associated CEQA clearance

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Noes: None

Absent: None

I. BUSINESS ITEMS

None

J. STAFF OR COMMISSIONER COMMENTS

None

K. ADJOURNMENT

Meeting adjourned at 8:28 PM.

Adopted by Planning Commission 8/20/20

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Planning Commission Meeting - Via Teleconference –

Thursday, May 7, 2020

6:30 PM

A. SPECIAL COMMENT:

PLEASE NOTE:

The April 16, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20.

1.The meeting will be held via teleconference and Council members will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

2.The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings .

3.If you wish to make a comment during general public comment or on a specific agenda item, there are three ways to do that:

-You may speak live at the appropriate time during the meeting for no more than three (3) minutes. Call (530) 661-5935. (You will be placed on hold until it is your turn to speak).

-You may leave a voice mail message at (530) 661-5900. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time.

-Any member of the public watching the live stream who wishes to make a comment on an item as it is being heard may submit an email to the City Clerk at PlanningCommissionMeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

B. CALL TO ORDER

Meeting called to order at 06:22 PM

Staff Present: Cindy Norris, CDD Principal Planner, Megan Meier, Associate Planner, Lynn Johnson, CDD Senior Management Analyst, Ana Gonzalez, City Clerk and J Kimura, IT Senior Application Analyst

NOTE: The April 16, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20. The meeting will be held via teleconference and Council members will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

C. ROLL CALL

Planning Commission Members Present: Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Valerie Hurst, Planning Commission Chairperson Kirby Wells, Planning Commission Member Steve Harris, Planning Commission Member Fred Lopez, Planning Commission Member Chris Holt, Planning Commission Member Steven Wong

Absent: 0

Excused: 0

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Commission Vice-Chair Marco Lizarraga.

E. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

Verbal updates provided by Planning Commission Members/Staff.

F. SUBCOMMITTEE REPORTS

None

G. COMMUNICATIONS FROM THE PUBLIC

None

H. APPROVAL OF MINUTES

None

I. PUBLIC HEARING

1. SUBJECT: AT&T Cell Tower Conditional Use Permit

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission: 1) Receive a staff report; 2) Conduct the public hearing; and 3) Approve Planning Commission Resolution 20-07, for the operation of a 75-foot tall stealth telecommunications cellular tower in the shape of a water tower and the installation of related ground equipment on a 1,200 square foot lease area at 231 W Main Street.

On a motion by Commission Member Steve Harris, seconded by Commission Member Fred Lopez and carried unanimously, a motion to approve AT&T Cell Tower Conditional Use Permit request by receiving staff report; conducting the public hearing; and approving Planning Commission Resolution 20-07, for the operation of a 75-foot tall stealth telecommunications cellular tower in the shape of a water tower and the installation of related ground equipment on a 1,200 square foot lease area at 231 W Main Street.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Noes: None

Absent:

J. BUSINESS ITEMS

2. SUBJECT: City of Woodland 2019/20 - 2022/23 Capital Improvement Program

On a motion by Commission Vice-Chair Marco Lizarraga, seconded by Commission Member Fred Lopez to accept the City of Woodland 2020/21 - 2023/24 Capital Improvement Program long review calendar for review and consideration; motion was carried unanimously.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Noes: None

Absent:

K. STAFF OR COMMISSIONER COMMENTS

None

3. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission accept the Long Range Calendar for review and consideration.

Staff presented.

L. ADJOURNMENT

Meeting adjourned at 7:40 PM.

Adopted by Planning Commission 8/20/20

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Planning Commission Meeting - Via Teleconference –

Thursday, June 18, 2020

6:30 PM

A. SPECIAL COMMENT:

1. PLEASE NOTE: The June 18, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Commission members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom Planning Commission meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) Leave a voice mail message at (530) 661-5900, press Option 1. All voice mail messages received by 6:30 p.m. will be played during the Planning Commission meeting and read into the record at the appropriate time; 3) If you are watching the live stream and wish to make a comment on an item as it is being heard, you may submit an email to the Planning Commission at the following link planningcommissionmeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

Instructions are provided at the end of the agenda.

Please click the link below to join the Public Comment portion of the meeting:

<https://zoom.us/j/92170095836>

Or Telephone: Dial 669-900-6833

Webinar ID: 921 7009 5836

B. CALL TO ORDER

Meeting called to order at 6:00 PM

Staff Present: Cindy Norris, CDD Principal Planner, Anna Canneles, Associate Planner, Megan Meier, Associate Planner, Ed Wisniewski, Senior Civil Engineer and J Kimura, IT Senior Application Analyst

NOTE: The June 18, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Commission members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

C. ROLL CALL

Planning Commission Members Present: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Absent: 0

Excused: 0

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Commission Member Steve Harris.

E. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

None

F. SUBCOMMITTEE REPORTS

None

G. COMMUNICATIONS FROM THE PUBLIC

None

H. APPROVAL OF MINUTES

None

I. PUBLIC HEARING

2. SUBJECT: Woodland Storage Roadway/Easment Summary Vacation & Revision to Conditions of Approval

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission 1) receive a report; 2) hold a public hearing; 3) adopt Resolution No PC 20-XX to approve minor revisions to previously approved conditions; and 4) adopt Resolution No PC 20-XX recommending the City Council approve a roadway and easement summary vacation in association with the previously approved Woodland Storage Conditional Use Permit located at 1434 East Main Street.

On a motion by Planning Commission Vice-Chairperson Marco Lizarraga, seconded by Planning Commission Member Fred Lopez and carried unanimously, a motion to approve Woodland Storage Roadway/Easment Summary Vacation & Revision to Conditions of Approval by receiving staff report; and hold a public hearing; and adopt Resolution No PC 20-08 to approve minor revisions to previously approved conditions; and 4) adopt Resolution No PC 20-09 recommending the City Council approve a roadway and easement summary vacation in association with the previously approved Woodland Storage Conditional Use Permit located at 1434 East Main Street.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Noes: None

Absent:

3. SUBJECT: Epic Bros Enterprises, Inc., Expansion of Commercial Cannabis Manufacturing Facility. A proposed Conditional Use Permit amendment to allow expansion of a non-volatile cannabis manufacturing facility located at 1230 Harter Avenue, Suite J to include Suite H.

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgement of the City as lead agency under CEQA; and 4) Approve Planning Commission Resolution No. PC 20-_____ recommending that the City Council approve a Conditional Use Permit amendment to allow the expansion of a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J to include Suite H, with recommended conditions of approval.

On a motion by Vice-Chairperson Marco Lizarraga, seconded by Commission Member Fred Lopez and carried unanimously, Epic Bros Enterprises, Inc., Expansion of Commercial Cannabis Manufacturing Facility; a proposed Conditional Use Permit amendment to allow expansion of a non-volatile cannabis manufacturing facility located at 1230 Harter Avenue, Suite J to include Suite H, find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and approve Planning Commission Resolution No. PC 20-10 recommending that the City Council approve a Conditional Use Permit amendment to allow the expansion of a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J to include Suite H, with recommended conditions of approval.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst, Planning Commission Member Steven Wong

Noes: None

Absent: None

J. BUSINESS ITEMS

None

K. STAFF OR COMMISSIONER COMMENTS

None Verbal updates provided by Planning Commission Members/Staff.

L. ADJOURNMENT

Meeting adjourned at 7:22 PM.

Adopted by Planning Commission 8/20/20



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.6
SUBJECT: Proclamation in Support of Prostate Cancer Awareness Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2020, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

Staff Contact:

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

Background:

As has been customary for the last several years, Council has been asked to proclaim their support for September 2020 as the American Cancer Society "Prostate Cancer Awareness Month". Council has shown their support in the past by proclaiming the month of September as the specific month to raise the awareness of this disease affecting men primarily over the age of 40.

Discussion:

The American Cancer Society has actively supported many efforts to eradicate and eliminate the various forms of cancer in our society. The cancer survival rate has steadily increased due to earlier detection and methods. Encouraging citizens to take an active part in their health by providing methods and information to raise the awareness of the need for early detection has been a large part of that survival rate. Some little known facts are attached regarding the disease and statistics regarding this and other forms of cancer.

Prepared By: Ana B. Gonzalez, City Clerk

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Prostate Proclamation - 2020

**CITY OF WOODLAND
PROCLAMATION**

PROSTATE CANCER AWARENESS MONTH – SEPTEMBER 2020

- WHEREAS,** prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and
- WHEREAS,** the American Cancer Society estimates there will be 191,930 new cases of prostate cancer in the USA in 2020, resulting in an estimated 33,330 deaths; and
- WHEREAS,** it is estimated 20,160 men in California will be diagnosed with prostate cancer this year and it is estimated 3,890 California men will die from this disease this year; and
- WHEREAS,** Black men in the USA and Caribbean have the highest documented prostate cancer incidence rates in the world; and
- WHEREAS,** early prostate cancer usually has no symptoms and studies suggest strong familial predisposition may be responsible for 5% to 10% of the disease cases; and
- WHEREAS,** late stage cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas in the body; and
- WHEREAS,** the 5-year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 31% when it spreads to the other parts of the body; and
- WHEREAS,** the rapid reduction in prostate cancer mortality is attributed to early detection through PSA testing and advancement in treatment, and
- WHEREAS,** the American Cancer Society recommends that men should have an opportunity to make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and
- WHEREAS,** the City of Woodland joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer, and
- WHEREAS,** the Woodland City Council joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council proclaims September 2020 as Prostate Cancer Awareness Month.

Dated: September 1, 2020

Rich Lansburgh, Mayor

Angel Barajas, Council Member

Enrique Fernandez, Council Member

Xóchitl Rodriguez, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.7
SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended June 30, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2020.

Staff Contact:

Adam Devlin, Senior Accountant, (530) 661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact:

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:

Each quarter staff is required to provide the City Council with a report from the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of June 30, 2020, the City treasury consisted of investments with a total book value of \$166,401,597. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending June 2020 was 1.36%, the average yield on the City of Woodland's investments as of June 30, 2020 was 1.85%. This results in an overall portfolio yield, combining all investments and LAIF of 1.68%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending June 2020 was 0.16%. The City exceeded its benchmark by 1.52%.

The City's investment strategy is to maintain 35% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of twenty-one months, and achieve a market rate of return of 1.14% based on the parameter of allowable investments. As of June 30, 2020, the City maintained 30.87% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of thirteen months, and achieved a market rate of return of 1.68%. The City exceeded its target yield by 0.54%.

In response to the Corona Virus Pandemic the Federal Reserve reduced its benchmark rate to a target range of 0-0.25%. This unexpected decrease in the Federal Reserve's benchmark rate has led to a significant increase in the amount of Calls on the City's investments. The City forecasts that approximately \$20,300,000 of investments will be called over the next quarter. The yield on the City's Called investments is significantly

greater than the yield on investments available to the City for reinvestment. Also due to the Corona Virus Pandemic LAIF rates have begun to steadily decrease from 1.73% on April 1, 2020 to 1.05% as of June 30, 2020. The City expects LAIF rates will continue to decline over the next quarter and beyond. Given these circumstances the City anticipates its overall portfolio yield to decrease over the next quarter.

Over the next quarter the City will continue its focus on its objectives of safety, liquidity, and return on investment. The City will continue to invest in high-quality credit worthy securities and will continue to implement and evaluate its investment strategy. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy.

Staff continues to research the possible addition of an environmental and socially responsible component to the City's investment policy. Staff is also continuing to explore opportunities to implement a Community Reinvestment component within the overall investment portfolio. The City has become a participant in the CalRise program offered by the California Statewide Communities Development Act (CSCDA). Staff also continues to evaluate direct investment opportunities with local banks within the community. A Council workshop will be scheduled in the coming months to review these policies and get direction from the Council on desired changes.

The attached report provides a summary of the City's current investments, includes the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2020.

Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Q4 FY2020

**CITY OF WOODLAND
INVESTMENT REPORT**

June-20

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	\$58,658,039	35.3%
Certificates of Deposit	\$2,750,000	1.7%
US Government Agency Securities	\$48,947,318	29.4%
Non US Government Agency Securities	\$2,500,000	1.5%
Corporate Securities	\$44,637,859	26.8%
Municipal Securities	\$8,908,382	5.4%
TOTAL	\$166,401,597	100.0%

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Wex Bank	8/3/2020	1.85	N/a	\$250,000	\$250,000	N/a	92937CFV5
Bridgewater Bank	6/16/2021	1.85	N/a	\$250,000	\$250,000	\$254,302	108622FR7
Business Bank	6/23/2021	1.80	N/a	\$250,000	\$250,000	\$254,265	12325EHU9
First Financial Bank	6/29/2021	1.85	N/a	\$250,000	\$250,000	\$254,461	32021NEY1
Summitt Community Bank	6/30/2021	1.85	N/a	\$250,000	\$250,000	N/a	86604KLE7
DNB First Bank	6/16/2022	1.95	N/a	\$250,000	\$250,000	N/a	25590AAF7
Goldman Sachs Bank	6/21/2022	2.35	N/a	\$250,000	\$250,000	N/a	68148PKK4
Marine Bank	6/29/2022	1.95	N/a	\$250,000	\$250,000	N/a	56817TAA9
Marlin Business Bank	6/29/2022	1.95	N/a	\$250,000	\$250,000	N/a	57116APK8
Discover Bank	7/26/2022	2.30	N/a	\$250,000	\$250,000	N/a	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	\$250,000	\$250,000	N/a	949763JUL
Total Certificates of Deposit				\$2,750,000	\$2,750,000		
Federal National Mortgage Association	9/15/2020	1.38	9/15/2020	\$2,000,000	\$2,000,000	\$2,005,068	3136G3PK5
Federal Home Loan Bank	8/24/2021	2.00	8/24/2020	\$2,000,000	\$2,000,000	\$2,041,772	3130A93A7
Federal Farm Credit Bank	8/19/2022	1.82	8/19/2020	\$2,000,000	\$2,000,000	\$2,003,312	3133EKC20
Federal Home Loan Bank	9/28/2023	3.15	9/28/2020	\$2,000,000	\$1,999,000	\$2,013,346	3130AEX54
Federal Farm Credit Bank	3/12/2024	1.05	3/12/2021	\$3,000,000	\$3,000,000	\$3,008,676	3133ELSL9
Federal Farm Credit Bank	6/17/2024	0.71	9/17/2020	\$2,000,000	\$2,000,000	\$1,999,422	3133ELL93
Federal Home Loan Bank	6/25/2024	0.55	6/25/2021	\$3,000,000	\$3,000,000	\$3,000,483	3130AJRNL
Federal Farm Credit Bank	9/27/2024	1.89	9/27/2021	\$2,000,000	\$2,000,000	\$2,030,584	3133EKU20
Federal Home Loan Mortgage Corp	9/27/2024	1.81	9/27/2021	\$2,000,000	\$2,000,000	\$2,031,484	3134GUDP2
Federal Home Loan Mortgage Corp	11/26/2024	2.00	5/26/2021	\$3,000,000	\$3,000,000	\$3,035,757	3134GUTT7
Federal Home Loan Mortgage Corp	11/19/2024	1.86	11/19/2020	\$2,400,000	\$2,400,000	\$2,412,566	3134GUTQ3
Federal Home Loan Mortgage Corp	1/6/2025	1.92	1/6/2021	\$2,000,000	\$2,000,000	\$2,013,930	3134GUF21
Federal Home Loan Mortgage Corp	1/8/2025	1.92	1/8/2021	\$2,000,000	\$2,000,000	\$2,013,916	3134GUP95
Federal Home Loan Mortgage Corp	1/17/2025	1.75	7/17/2020	\$3,000,000	\$2,991,000	\$3,001,731	3134GUD30
Federal Home Loan Bank	1/21/2025	1.94	7/21/2020	\$2,000,000	\$2,000,000	\$2,001,440	3130AHWC3
Federal Home Loan Bank	3/18/2025	1.10	7/5/2020	\$1,304,348	\$1,304,348	\$1,304,352	3130AJE47
Federal Home Loan Bank	4/2/2025	1.05	10/2/2020	\$2,250,000	\$2,250,000	\$2,252,513	3130AJE54
Federal National Mortgage Association	6/4/2025	0.71	6/4/2021	\$3,000,000	\$3,000,000	\$3,002,187	3136G4WA7
Federal National Mortgage Association	6/24/2025	0.80	6/24/2021	\$3,000,000	\$3,000,000	\$3,000,708	3136G4WM1
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2021	\$2,000,000	\$2,000,000	\$1,999,114	3134GVR26
Federal Home Loan Mortgage Corp	6/30/2025	0.90	9/30/2020	\$3,000,000	\$3,002,970	\$3,000,210	3134GVX45
Total US Government Agency Securities				\$48,954,348	\$48,947,318	\$49,172,571	
International Finance Corporation	1/15/2025	1.63	1/15/2022	\$2,500,000.00	\$2,500,000.00	\$2,541,490.00	45950VNR3
Total Non US Government Agency Securities				2,500,000	2,500,000	2,541,490	
Pfizer	8/12/2020	5.20	N/a	\$500,000	\$571,167	\$502,808	717081DR1
United Parcel Service	1/15/2021	3.13	N/a	\$1,000,000	\$1,042,770	\$1,014,468	911312AM8
Johnson & Johnson	5/15/2021	3.55	N/a	\$500,000	\$531,000	\$514,097	478160AZ7
Google	5/19/2021	3.63	N/a	\$1,000,000	\$1,069,370	\$1,028,895	02079KAA5
United Health Group	6/15/2021	3.15	N/a	\$1,500,000	\$1,522,305	\$1,540,404	91324PDH2
Citibank	7/23/2021	3.40	N/a	\$1,000,000	\$1,023,790	\$1,030,264	17325FAQ1
Caterpillar	8/9/2021	1.70	N/a	\$500,000	\$501,113	\$507,084	14912L6U0
Pepsico	10/6/2021	1.70	N/a	\$500,000	\$488,785	\$507,807	713448DL9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	\$500,000	\$535,990	\$531,279	46625HJD3
Apple (APPL)	2/9/2022	2.50	N/a	\$500,000	\$509,485	\$516,889	037833CM0
Chevron	3/3/2022	2.41	N/a	\$500,000	\$506,350	\$514,720	166764AT7
Pepsico	5/2/2022	2.25	N/a	\$500,000	\$504,250	\$516,359	713448DT2
IBM	9/8/2022	2.20	N/a	\$500,000	\$497,315	\$517,739	44932HAC7
Visa	9/15/2022	2.15	N/a	\$1,000,000	\$1,015,480	\$1,038,441	92826CAG7
JP Morgan Chase	9/23/2022	3.25	N/a	\$500,000	\$504,580	\$528,056	46625HJE1
Visa	12/14/2022	2.80	N/a	\$1,000,000	\$1,008,090	\$1,054,683	92826CAC6
Toyota	1/11/2023	2.70	N/a	\$1,000,000	\$1,002,790	\$1,050,655	89236TEL5
Charles Schwab	1/25/2023	2.65	N/a	\$1,000,000	\$1,011,190	\$1,052,256	808513AT2
John Deere	1/27/2023	2.80	N/a	\$1,000,000	\$1,015,930	\$1,055,658	24422ERT8
Berkshire Hathaway	3/15/2023	2.75	N/a	\$500,000	\$501,445	\$529,584	084670BR8
TJX Companies	5/15/2023	2.50	N/a	\$500,000	\$507,615	\$523,833	872540AP4

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Chevron	6/24/2023	3.19	N/a	\$1,000,000	\$1,013,720	\$1,070,791	166764AH3
Bank of America	7/21/2023	2.82	7/21/2022	\$1,000,000	\$1,004,840	\$1,038,762	06051GGQ6
Oracle	9/15/2023	2.40	N/a	\$500,000	\$492,750	\$522,906	68389XBL8
Toyota	9/20/2023	3.45	N/a	\$1,000,000	\$1,025,110	\$1,086,483	89236TFN0
Citibank	1/23/2024	3.65	N/a	\$1,000,000	\$1,036,710	\$1,097,259	17325FAS7
Citibank	1/23/2024	3.65	N/a	\$569,000	\$604,710	\$624,340	17325FAS7
Charles Schwab	2/1/2024	3.55	N/a	\$600,000	\$623,478	\$655,478	808513AY1
US Bancorp	2/5/2024	3.38	N/a	\$1,000,000	\$1,026,700	\$1,092,426	91159HHV5
Apple	2/9/2024	3.00	N/a	\$500,000	\$505,235	\$537,979	037833CG3
IBM	2/12/2024	3.63	N/a	\$500,000	\$528,850	\$550,306	459200HU8
Home Depot	2/15/2024	3.75	N/a	\$1,000,000	\$1,074,300	\$1,106,016	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/a	\$1,000,000	\$1,050,720	\$1,095,823	452308AT6
Pepsico	3/1/2024	3.60	N/a	\$1,000,000	\$1,069,750	\$1,100,163	713448CM8
Apple	5/6/2024	3.45	N/a	\$1,000,000	\$1,037,300	\$1,103,748	037833AA9
Bank of New York Mellon	5/15/2024	3.40	N/a	\$1,000,000	\$1,039,920	\$1,096,109	06406HCV9
HSBC	6/23/2024	3.50	N/a	\$500,000	\$527,365	\$545,007	40434CAD7
American Honda Finance	6/27/2024	2.40	N/a	\$500,000	\$505,140	\$525,097	02665WCC2
Toyota	7/25/2024	2.41	7/25/2021	\$1,300,000	\$1,300,000	\$1,321,332	89236TGD1
US Bancorp	7/30/2024	2.40	N/a	\$500,000	\$509,055	\$532,203	91159HHX1
US Bancorp	7/30/2024	2.40	N/a	\$500,000	\$506,245	\$532,203	91159HHX1
US Bancorp	7/30/2024	2.40	N/a	\$1,000,000	\$1,028,250	\$1,064,405	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/a	\$1,000,000	\$1,059,210	\$1,092,878	009158AV8
Amazon	8/22/2024	2.80	N/a	\$500,000	\$517,425	\$544,188	023135AA9
United Parcel Service	9/1/2024	2.20	N/a	\$500,000	\$502,340	\$528,413	911312BT2
Coke	9/6/2024	1.75	N/a	\$500,000	\$499,285	\$524,572	191216CL2
JP Morgan Chase	11/24/2024	2.30	11/27/2021	\$1,000,000	\$1,000,000	\$1,002,306	48128GM49
Estee Lauder	12/1/2024	2.00	N/a	\$1,000,000	\$1,014,350	\$1,053,226	29736RAN0
Estee Lauder	12/1/2024	2.00	N/a	\$1,000,000	\$1,004,020	\$1,053,226	29736RAN0
Toyota	2/13/2025	1.80	N/a	\$1,000,000	\$1,001,380	\$1,033,520	89236TGT6
VW Grainger	2/15/2025	1.85	N/a	\$1,500,000	\$1,545,900	\$1,570,943	384802AE4
Precision Castpart	6/15/2025	3.25	N/a	\$1,000,000	\$1,111,990	\$1,110,700	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	\$1,000,000	\$1,000,000	\$997,033	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	\$1,000,000	\$1,000,000	\$998,723	48128GU40

Total Corporate Securities

\$43,469,000 \$44,637,859 \$45,884,535

California ST GO UNLT TXBL	4/1/2021	2.80	N/a	\$725,000	\$736,905	\$736,955	13063DGA0
California ST GO UNLT TXBL-High Speed Passenger Train-Seri	4/1/2022	2.37	N/a	\$415,000	\$425,371	\$427,575	13063DAD0
University of California CA REV TXBL-Series BA	5/15/2023	3.30	N/a	\$830,000	\$890,273	\$889,395	91412HBK8
Los Angeles CA GO TXBL REF-Series A	9/1/2023	2.64	N/a	\$1,925,000	\$2,020,596	\$2,048,624	544351KS7
San Francisco City & County CA Public Utility Company REV TX	11/1/2023	2.81	N/a	\$455,000	\$485,799	\$487,533	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Sr	12/1/2023	3.20	N/a	\$450,000	\$477,329	\$488,318	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/a	\$1,000,000	\$1,079,870	\$1,088,520	544351KT5
California ST Municipal FA REV TXBL Harvey Mudd College	12/1/2024	1.85	N/a	\$595,000	\$603,520	\$605,894	13048VNZ7
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/a	\$2,000,000	\$2,198,720	\$2,207,760	91412GXQ3

Total Municipal Securities

\$8,395,000 \$8,908,382 \$8,980,573

Total of LAIF Funds & Investments Detail

\$166,401,597

Check Total (Should be zero)

\$0

CASH ACCOUNTS as of 6/30/20

Bank Accounts with U.S. Bank	\$3,643,714
Petty Cash	\$2,778
Cash with Fiscal Agent	\$8,861,915
Funds Held By Section 115 Pension Trust	\$6,622,775

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
INTEREST SUMMARY							
Prior Quarters Interest Earned - Investments				\$1,546,097			
Prior Quarters Interest Earned - LAIF				\$1,169,255			
Total Interest Received				<u>\$2,715,352</u>			
Interest Received from April 1, 2020 to June 30, 2020				<u>\$696,757</u>			
Total Fiscal Year-to-Date Interest Received				<u>\$3,412,109</u>			

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

**CITY OF WOODLAND
ACTIVITY REPORT**

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF TREASURER				
04/01/20	Month Beginning Balance			\$56,359,474
04/10/20	Withdrawal from LAIF		\$2,000,000	\$54,359,474
04/15/20	Quarterly Interest	\$298,565		\$54,658,039
04/27/20	Deposit into LAIF	\$6,000,000		\$60,658,039
04/28/20	Withdrawal from LAIF		\$6,000,000	\$54,658,039
05/01/20	Deposit into LAIF	\$4,000,000		\$58,658,039
05/15/20	Withdrawal from LAIF		\$2,000,000	\$56,658,039
05/28/20	Deposit into LAIF	\$4,000,000		\$60,658,039
06/01/20	Deposit into LAIF	\$12,000,000		\$72,658,039
06/03/20	Withdrawal from LAIF		\$3,000,000	\$69,658,039
06/16/20	Withdrawal from LAIF		\$4,000,000	\$65,658,039
06/23/20	Withdrawal from LAIF		\$4,000,000	\$61,658,039
06/29/20	Withdrawal from LAIF		\$3,000,000	\$58,658,039
06/30/20	Month End Balance			\$58,658,039
Bonds and Other Investments				
04/01/20	Month Beginning Balance			\$97,523,704
04/02/20	Purchase FHLB 3130AJE54	\$2,250,000		\$99,773,704
04/21/20	Purchase CA State Municipal Finance Authority Harvey Mudd College 13048VNZ7	\$603,520		\$100,377,224
04/24/20	Purchase Sacramento County Sanitation District Finance Authority 786134VD5	\$477,329		\$100,854,553
04/27/20	Matured FNMA 3136G4NJ8		\$2,005,000	\$98,849,553
04/28/20	Called FHLB 3130A9S85		\$1,987,000	\$96,862,553
04/28/20	Matured FNMA 3136G2GR2		\$2,000,000	\$94,862,553
04/29/20	Purchase Los Angeles CA 544351KS7	\$2,020,596		\$96,883,148
04/29/20	Purchase WW Grainger 384802AE4	\$1,545,900		\$98,429,048
04/30/20	Called FHLMC 3134GTCQ4		\$2,400,000	\$96,029,048
04/30/20	Purchase CA State High Speed Passenger Train 13063DAD0	\$425,371		\$96,454,419
04/30/20	Purchase California State 13063DGA0	\$736,905		\$97,191,324
05/06/20	Purchase University of California CA REV TXBL-SER BA 91412HBK8	\$880,273		\$98,071,597
05/12/20	Called FHLMC 3134GUNG1		\$3,000,000	\$95,071,597
05/15/20	Purchase University of California REV TXBL Limited Proj Ref Ser J 79765R3V9	\$2,198,720		\$97,270,317
05/18/20	Sold Simon Property Group 828807CR6		\$519,910	\$96,750,407
05/18/20	Sold Simon Property Group 828807CS4		\$528,970	\$96,221,437
05/18/20	Sold Simon Property Group 828807DG9		\$992,450	\$95,228,987
05/18/20	Sold State Street 857477AM5		\$1,043,780	\$94,185,207
05/27/20	Purchase Los Angeles CA GO TXBL REF SER A 544351KT5	\$1,079,870		\$95,265,077
05/27/20	Purchase San Francisco City&County CA PUB UTIL COM REV TXBL REF SUBSER G 79765	\$485,799		\$95,750,876
05/28/20	Called Costco 22160KAH8		\$499,745	\$95,251,131
05/28/20	Called FNMA 3136G33W3		\$1,926,880	\$93,324,251
06/04/20	Purchase FNMA 3136G4WA7	\$3,000,000		\$96,324,251
06/16/20	Matured BMW Bank 05580AJK1		\$250,000	\$96,074,251
06/17/20	Purchase FFCB 3133ELL93	\$2,000,000		\$98,074,251
06/17/20	Purchase Wells Fargo Bank 95001DAD2	\$1,000,000		\$99,074,251
06/18/20	Called FHLB 3130AJE47		\$695,652	\$98,378,598
06/19/20	Matured Comenity Capital Bank 20033AUE4		\$250,000	\$98,128,598
06/19/20	Matured Merrick Bank 59013JYV5		\$250,000	\$97,878,598
06/22/20	Matured Ally Bank 02006L3N1		\$250,000	\$97,628,598
06/23/20	Purchase JP Morgan Chase 48128GU40	\$1,000,000		\$98,628,598
06/24/20	Purchase FNMA 3136G4WM1	\$3,000,000		\$101,628,598
06/25/20	Called FFCB 3133ELST2		\$3,000,000	\$98,628,598
06/25/20	Purchase FHLB 3130AJNR1	\$3,000,000		\$101,628,598
06/25/20	Purchase FHLMC 3134GVR26	\$2,000,000		\$103,628,598
06/25/20	Purchase Precision Castparts 740189AM7	\$1,111,990		\$104,740,588
06/30/20	Purchase FHLMC 3134GVX45	\$3,002,970		\$107,743,558
06/30/20	Month End Balance			
END OF MONTH TOTAL DEBITS				\$166,401,597
Check Total (Should be Zero)				-
Transactions w/LAIF		12		
Purchase of New Bonds		20		
Bonds Called		7		
Purchase of New CD		0		
CD Matured		4		
Bonds Sold		4		
Bonds Matured		2		

2014 Wastewater Revenue Bonds

Revenue fund	\$31.76	\$31.76	US Bank Mmkt 5 -Ct	\$0.00
Interest fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00

CFD - Gibson Ranch

Revenue fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Interest fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Reserve fund	\$229,643.03	\$229,643.03	Cash Mgmt-1st Am Treasury	\$1.17
Redemption fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00

Spring Lake 2013

Special Tax Fund	\$18.93	\$18.93	Cash Mgmt-1st Am Govt Oblig	\$0.00
Interest Fund	\$42.69	\$42.69	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.15	\$0.15	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve fund	\$2,165,431.03	\$2,165,431.03	Cash Mgmt-1st Am Govt Oblig	\$11.06
Prepayment Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Rebate Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00

Spring Lake 2016

Special Tax Fund	\$17.02	\$17.02	Cash Mgmt-1st Am Govt Oblig	\$0.00
Interest Fund	\$43.56	\$43.56	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,123,854.75	\$1,123,854.75	Cash Mgmt-1st Am Govt Oblig	\$5.74
Proceeds Fund	\$0.19	\$0.19	Cash Mgmt-1st Am Govt Oblig	\$0.00

Spring Lake 2019

Special Tax Fund	\$13.64	\$13.64	Cash Mgmt-1st Am Govt Oblig	\$0.00
Interest Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,515,236.01	\$1,515,236.01	Cash Mgmt-1st Am Govt Oblig	\$0.00
Capitalized Interest Fund	\$1,171,413.94	\$1,171,413.94	Cash Mgmt-1st Am Govt Oblig	\$0.00
Proceeds Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00

Water Revenue Bonds 2011

Revenue Fund	\$564.06	\$564.06	US Bank Mmkt 5 -Ct	\$0.00
Interest Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$1,324,400.00	\$1,324,400.00	US Bank Mmkt 5 -Ct	\$11.22
Redemption Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00

Safe Drinking Water State Revolving Fund 2014

Payment Fund	\$5.37	\$5.37	US Bank Mmkt 5 -Ct	\$0.00
Reserve fund	\$138,772.98	\$138,772.98	US Bank Mmkt 5 -Ct	\$1.18

ARRA 2011

Payment Fund	\$714,551.06	\$714,551.06	Cash Mgmt-1st Am Govt Oblig	\$3.04
Reserve fund	\$339,470.97	\$339,470.97	Cash Mgmt-1st Am Govt Oblig	\$1.67

CDBG

Savings Account	\$138,404.20	\$138,404.20	Bank of America - Quarterly Bank Statement	
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TOTAL	\$8,861,915.34			
Check Summary Total (Should be zero)	\$0.00			

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.8
SUBJECT: 2019 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to accept the 2019 Assistance to Firefighters Grant (AFG) Award for Self Contained Breathing Apparatus (SCBAs) and related equipment; and appropriate \$840,000 to the Other Federal Grants Fund (330) to fund the initial expenditure.

Staff Contact:

Eric Zane, Fire Chief - (530)661-5861, eric.zane@cityofwoodland.org

Fiscal Impact:

The AFG award reimburses 90% of costs, requiring a 10% recipient match. The Woodland Fire Department will be responsible for the initial purchase of \$840,000 as the Host Agency. Of this, 90% will be reimbursed by FEMA and each partner agency will then be required to make a 10% match for their share of the equipment as outlined by the MOU and required by FEMA. The requested funding will be used for the purchase of SCBAs and related equipment for the Woodland Fire Department as well as partner agencies throughout the region including UC Davis Fire Department, Dunnigan Fire Protection District, Capay Fire Protection District, West Plainfield Fire Protection District, and the City of Dixon Fire Department. The total FEMA approved budget for this project is \$840,000, of which \$763,636.36 is Federal funding and \$76,363.64 is the required match from the participating Fire agencies. The Woodland Fire Department's share of this match shall not exceed \$55,770. The required matching funds (\$55,770) were allocated as one-time funding from Measure F during the FY2020/21 budget development process. Matching funds will be transferred to Fund 330.

Background:

The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated Emergency Medical Services organizations, and State Fire Training Academies. This funding is for critically needed resources to equip and train emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

In February 2020, City Council authorized the Woodland Fire Department to submit an AFG application for SCBAs (self-contained breathing apparatus) and related equipment as the Host Agency for a regional grant request. A SCBA is a type of respiratory protection equipment that contains breathable compressed air. It is typically used by the firefighters and rescue workers while operating in areas of immediate danger to life and health, such as inside a structure fire or areas that contain a toxic atmosphere.

Discussion:

This grant funding will be used to replace current aging self-contained breathing apparatus. The current units are over 10-years old and no longer meet current National Fire Protection Association (NFPA) standards.

Additionally, these units are not compatible with other departments in the County or region. These Departments have newer units that operate at a higher pressure than the ones currently used by the Woodland Fire Department. With the age of the Department's SCBA's, there has been a noticeable increase in maintenance costs and downtime of these units which puts the safety of our Firefighters at risk. The grant funds will allow the Department to replace all of the SCBA's currently in service with the latest version, meeting the current NFPA standard and gaining standardization within the County and the region.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to accept the 2019 Assistance to Firefighters Grant (AFG) Award for Self Contained Breathing Apparatus (SCBAs) and related equipment; and appropriate \$840,000 to the Other Federal Grants Fund (330) to fund the initial expenditure.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Eric Zane, Fire Chief

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution- 2019 AFG SCBA

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE ACCEPTANCE OF THE 2019 ASSISTNACE TO FIREFIGHTERS
GRANT (AFG) AWARD AND APPROPTION OF \$840,000 TO THE OTHER FEDERAL
GRANTS FUND (330)**

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the 2019 Assistance to Firefighters Grant (AFG) for self-contained breathing apparatus (SBCAs) and related equipment; and

WHEREAS, the Woodland Fire Department is in critical need of a replacement self-contained breathing apparatus (SCBAs) in order to maintain the health and safety of the members of the Woodland Fire Department and meet current National Fire Protection Association standards; and

WHEREAS, this collaborative endeavor with UC Davis Fire Department, Dunnigan Fire Protection District, Capay Fire Protection District, West Plainfield Fire Protection District and the City of Dixon Fire Department further serves to continue the ongoing partnership in the region and enhance standardized operations and equipment while also providing the highest level of safety for our firefighters; and

WHEREAS, the AFG will reimburse 90% of the cost of the equipment with a 10% recipient match with each participating agency contributing their share of the match; and

WHEREAS, the Fire Department requested a one-time appropriation for the City's share of the matching funds which was approved by Council as part of the FY21 budget process.

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

1. **SECTION 1.** Accept the 2019 Assistance to Firefighters Grant (AFG) Award for Self Contained Breathing Apparatus (SCBAs) and related equipment.

SECTION 2. Appropriate \$840,000 to the Other Federal Grants Fund (330) to fund the initial expenditure that includes a transfer of \$55,770 from Measure F for the required matching funds.

PASSED AND ADOPTED by the City Council this 1ST day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.9
SUBJECT: FY2020/21 Dispatch Services by the Yolo Emergency Communications Agency

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the continuation of dispatch services by the Yolo Emergency Communications Agency for the full contract amount of \$2,215,634, which is already included in the FY2020/21 budget.

Staff Contact

Derrek Kaff, Police Chief (530) 661-7813

Fiscal Impact

The proposed contract results in an annual cost of \$2,215,634 for dispatch services provided to the City of Woodland through a JPA agreement with the Yolo Emergency Communication Agency. The contract amount has already been approved by Council as part of the FY20/21 budget.

Background

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

As part of the 2010-2020 Capital Budget, the City Council approved two Capital Projects to be managed through YECA. The first project was the first phase upgrade to the regional emergency radio communications infrastructure and the second project was replacement of the computer aided dispatch software and hardware. Both projects have been completed with the most recent being completion of the replacement of the computer aided dispatch system which went live in September 2014. These Capital Projects account for \$96,610 of the current YECA cost.

Discussion

YECA provides dispatch services to four law enforcement agencies, 17 fire agencies, as well as Animal Control, Public Works, County Maintenance, District Attorney's Office, Environmental Health, Mental Health, Probation Department, and Social Services Department. Costs are allocated based on the percentage of calls for service attributed to the member agency over the previous calendar year. Allocation details are available to the public in the YECA website (www.yolo911.org/board-meetings). In 2019, the City (Police, Public Works and Fire Departments) experienced a 1% increase in calls for service over the previous year. Attached is the 2019 Annual Calls for Service Report from YECA. The table below shows the distribution by City department:

Department	% Share	FY2020/21 Share
Police	87.07%	\$1,844,298
Fire	11.48%	\$244,087
Public Works	1.45%	\$30,639
Capital Project	n/a	\$ 96,610
TOTAL		\$2,215,634

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the continuation of dispatch services by the Yolo Emergency Communications Agency for the full contract amount of \$2,215,634, which is

already included in the FY2020/21 budget.

Prepared

by:

Elle

Murphy

Senior Management Analyst

Reviewed by: Anthony Cucchi

Deputy Chief

Approved by: Derrek Kaff

Police Chief

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt

City Manager

Attachments:

1. Resolution - FY21 YECA Dispatch Services 2020-09-01
2. 2019 YECA ANNUAL CSF REPORT

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CONTINUATION OF DISPATCH SERVICES BY THE YOLO
EMERGENCY COMMUNICATIONS AGENCY FOR THE FULL CONTRACT
AMOUNT OF \$2,215,634 WHICH IS ALREADY INCLUDED IN THE FY2020/21
BUDGET

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

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

WHEREAS, the proposed contract results in an annual cost of \$2,215,634 for dispatch services provided to the City of Woodland.

WHEREAS, the FY2020/21 annual budget previously approved by the Council includes the full contract amount.

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

SECTION 1. That the City Council hereby authorizes the continuation of dispatch services by the Yolo Emergency Communications Agency for the full contract amount of \$2,215,634, which is already included in the FY2020/21 budget.

PASSED AND ADOPTED by the City Council this 1st day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

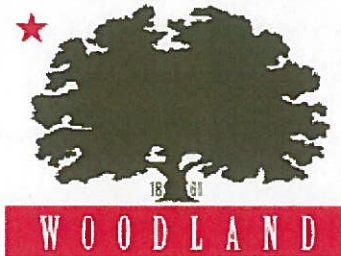
Kara K. Ueda, City Attorney

YOLO
EMERGENCY
COMMUNICATIONS
AGENCY



2019
ANNUAL CALLS
FOR SERVICE REPORT

CITY OF WOODLAND

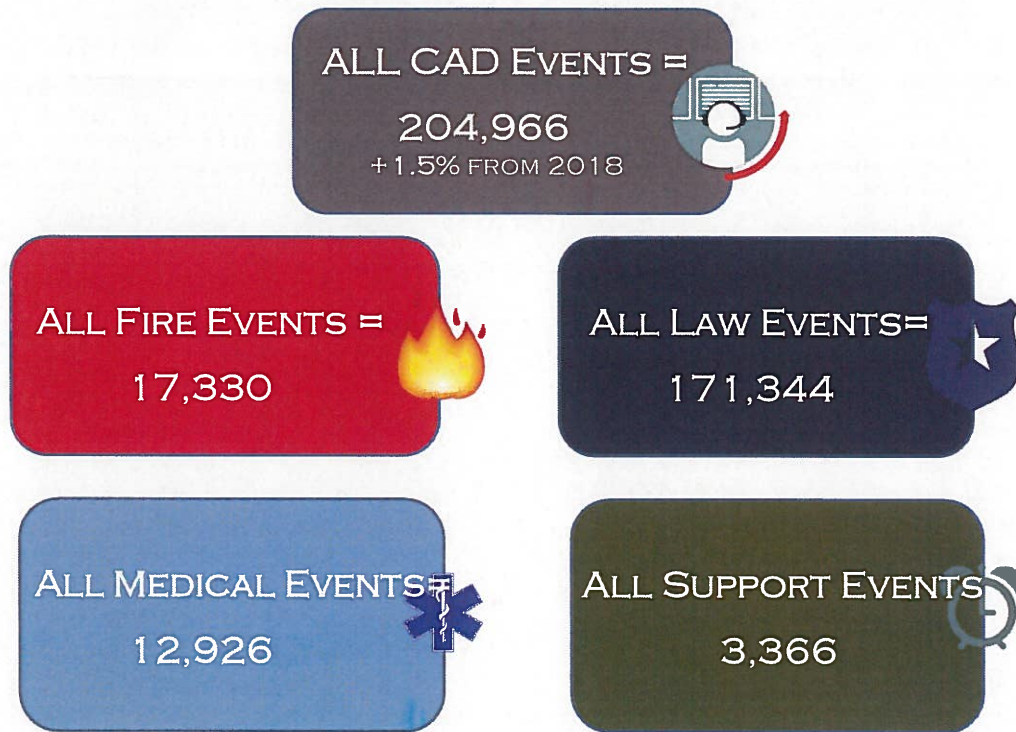


Agency	2018 Total	2019 Total	% Change
City of Woodland			
Police	63,884	61,857	-3%
Police Records Entries*	5,025	5,821	16%
Fire	4,655	4,618	-1%
Medical	4,415	4,624	5%
Public Works	977	1,167	19%
Animal Control	2,599	2,431	-6%
CLETS Returns	259,118	266,640	3%
Total Phone Calls	115,027	112,898	-2%
Total	455,700	460,056	1%

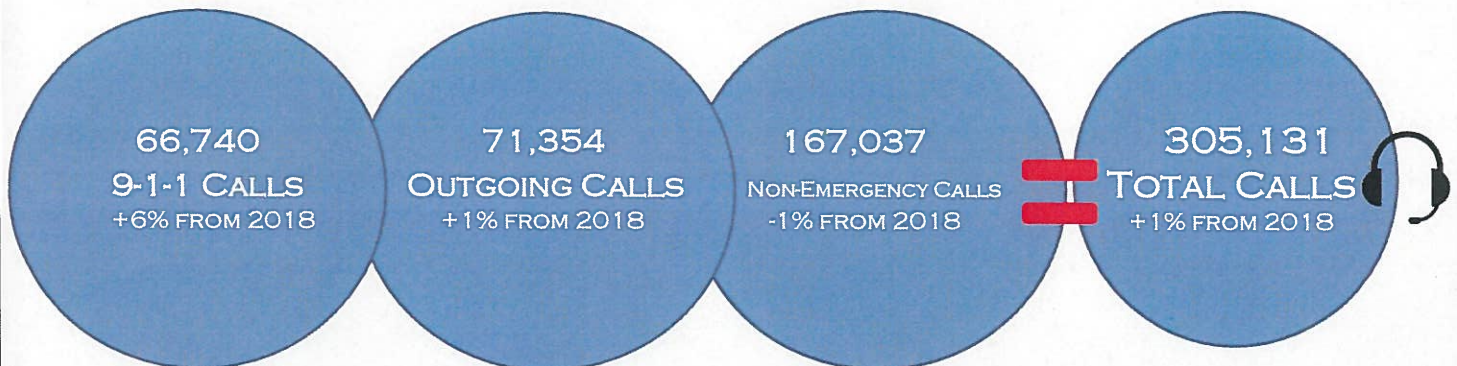
*WEIGHTED BY TIME

CAD EVENTS & ALL PHONE

YECA UTILIZES TRITECH CAD SOFTWARE TO SUPPORT THE COMPLEXITIES OF YECA'S MULTI-JURISDICTIONAL ENVIRONMENT.



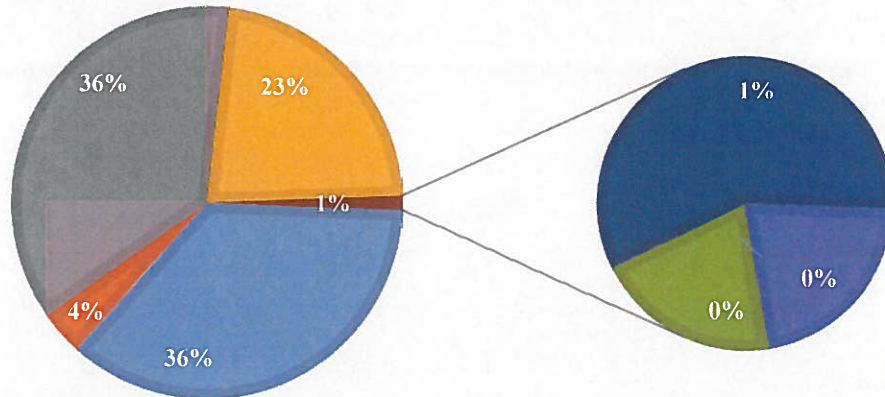
YECA UTILIZES AT&T'S VESTA PHONE SYSTEM TO RETRIEVE AND PROCESS INCOMING AND OUTGOING CALLS.



ALL AGENCIES

2019 OVERALL STATISTICS

■ West Sacramento ■ Winters ■ Woodland ■ Yolo ■ Yocha Dehe ■ Arbuckle ■ UCD



Overall YECA	2018 Total	2019 Total	% Change
Calls for Services			
Law	159,027	160,532	1%
Fire	16,789	17,330	3%
Medical	11,940	12,926	8%
Police Records Entries*	9,254	10,285	11%
Probation	2,620	3,082	18%
Public Works/Support	2,734	3,366	23%
Animal Control	7,734	7,730	-.05%
Total	210,098	215,251	2%

2% OVERALL INCREASE IN WORKLOAD; INCREASE IN MEDICAL CALLS (8%) RESULT IN ADDITIONAL TIME SPENT ON CALL HANDLING (EMERGENCY MEDICAL DISPATCH INSTRUCTIONS)

*WEIGHTED BY TIME



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.10
SUBJECT: Approve Contract Amendment for Construction Management and Inspection Services for Improvements Associated with West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate \$200,000 in SB1 RMRA (Fund 361) funding and 2) approve amendment #2 for construction management and inspection with UNICO Engineering in the amount of \$132,275.24 for the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project; and authorize the City Manager to execute the agreement.

Staff Contact

Miguel Chavez, Construction Project Manager – (530) 661-5952, miguel.chavez@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes \$13,131,500 in funding for the project consisting of \$5,842,500 Transportation Funds, \$1,947,000 Measure E, \$2,892,000 Water Funds, \$2,150,000 Measure F and \$300,000 in Sewer Funds.

The \$200,000 of SB1 RMRA funding requested for appropriation was identified in the FY2020 and FY2021 Measure E/F, SB1 road funding expenditure plan which was reviewed and coordinated with Finance staff prior to the adoption of the current Capital Budget.

The original contract with UNICO Engineering was approved on March 5th 2019, in the amount of \$964,000.00. Amendment #1 was executed on May 15th 2020, to increase the contract by \$144,600.00 (15%). The proposed amendment #2 would increase the contract by an additional \$132,275.24. The total construction management cost including the original contract and all amendments, if approved, is \$1,240,875.24.

The difference between the appropriation amount of \$200,000 and amendment #2(\$132,275.24) may be needed for staff time and miscellaneous contract change orders that may be necessary to complete the project.

Background

The project consists of one-mile corridor on West Main Street from West Street to County Road 98. This project was defined based upon recurring requests from residents to improve the condition of the pavement and from bicycle and pedestrian advocates to add bike lanes, complete missing sidewalks and slow traffic vehicle speeds. In addition, business owners requested attention be given to the poor condition of the corridor between Ashley Avenue and Cottonwood Street where the exposed storm drainage ditch causes hazard for travelers on the roadway, especially cyclists. The project includes full road reconstruction, narrower travel lanes to slow traffic and accommodate on-street bike lanes, drainage improvements, traffic signal improvements at all intersections to improve street crossings and provide ADA compliant curb ramps.

Discussion

Unico Engineering was selected to perform construction management, inspection and testing services for the

project. The original contract was based on the anticipated construction schedule of 8 months. The project has exceeded the originally anticipated working days and has been under construction for approximately 16 months.

During construction, the project experienced delays associated with removal of the old concrete highway under the asphalt, obtaining an encroachment permit from Caltrans for the work near CR98, and added/changed work during construction of the city utility improvements. These delays pushed the project into the winter months. Concerns with cold and wet winter temperatures impacted reconstruction and paving of the northern section of the roadway.

During the winter, the contractor continued to work, as weather allowed, on the north side of the roadway to complete all conduit, utility and concrete work necessary. Upon completion of that work, and the onset of clear spring weather, the contractor proceeded with removal of the asphalt, remaining concrete highway and then reconstruction of the north side of the roadway. This project is now nearly complete and the contractor is working on final construction items and addressing repair items.

The original contract funded construction management, inspection and testing costs from construction start through the late winter. Amendment #1 was executed to pay the costs through the late spring. Amendment #2 will provide the funding necessary for services through construction completion and project closeout with Caltrans.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate \$200,000 in SB1 RMRA (Fund 361) funding and 2) approve amendment #2 for construction management and inspection with UNICO Engineering in the amount of \$132,275.24 for the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project; and authorize the City Manager to execute the agreement.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

Reviewed by: Brent Meyer, Acting CDD Director/City Engineer



Ken Hiatt
City Manager

Attachments:

1. Reso UNICO Amendment #2 200901

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE AMENDMENT #2 WITH UNICO ENGINEERING CONSULTANTS, INC.
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
WEST MAIN STREET BICYCLE/PEDESTRIAN MOBILITY AND SAFETY
IMPROVEMENT PROJECT, CIP 17-16**

WHEREAS, the City of Woodland has received a Regional Flexible Spending Funding Grant in the amount of \$3,742,500 from the Sacramento Area Council of Governments (SACOG), and \$2,000,000 from the SB1 Local Partnership Competitive Grant Program; and

WHEREAS, the project is included the Capital Budget as the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project, CIP 17-16 with a total budget of \$13,131,500; and

WHEREAS, the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project has been in construction since April 2019; and

WHEREAS, the original contract with UNICO Engineering was for \$964,000.00 and amendment #1 was for \$144,600.00; and

WHEREAS, the City desires to continue to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

WHEREAS, the City wishes to appropriate \$200,000 of SB1 RMRA (Fund 361) funding to the project; and

WHEREAS, the City wishes to authorize Amendment #2 with UNICO Engineering in the amount of \$132,275.24 for a contract total of \$1,240,875.24.

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

Section 1. The City Council hereby authorizes the appropriation of \$200,000 of additional SB1 RMRA (Fund 361) funding to the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project, CIP 17-16.

Section 2. The City Council hereby approves consultant services agreement amendment #2 with UNICO Engineering and authorizes and directs the City Manager to execute the agreement in the amount of \$132,275.24 for the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project, CIP 17-16 subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

PASSED AND ADOPTED this 1st day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.11
SUBJECT: Sole-Source Purchase of JWC Environmental for washer/compactor other associated parts to make repairs on the influent screens at the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the sole-source contract with JWC for washer/compactor's and other associated parts for influent screens and washer from JWC Environmental with an amount not-to-exceed \$74,000.

Staff Contact

Shane Carlsen, Chief Plant Operator, (530) 661-2054, shane.carlsen@cityofwoodland.org.

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

No additional funds are being requested for this procurement. The FY 21 budget, previously approved by Council, included funds for equipment repair/replacement at the Water Pollution Control Facility (WPCF).

Background

The rag washer/compactor units are part of the primary treatment for the WPCF. These units remove unwanted inorganic material from the effluent so it can be disposed of properly at the landfill. This step is particularly important to the downstream treatment process. It is critical to maintain a reliable rag washer/compactor system. This process is also required element of the City's National Pollutant Discharge Elimination System (NPDES) permit which is regulated by the Regional Water Quality Control Board (RWQCB).

There are many manufacturers of washer compactor units, each producing a finished product that can be disposed of at the landfill. These JWC units have provided effective operation and have been in service at the WPCF since 2014. Their effectiveness depends on the unit's ability to function reliably 24 hours a day, 7 days a week, for years at a time. Some of the components inside this unit have reached their useful life and require replacement to ensure the dependable operation in the future. Although there are many manufactures of this equipment, their parts are not interchangeable and replacement parts must be purchased from the original equipment manufacturer, in this case JWC Environmental.

Discussion

The JWC Environmental units have functioned reliably since their installation and will continue to do so after the worn parts are replaced. Staff requests permission to sole-source purchase these parts and bring this unit back to full capacity. The parts in question are within the manufacturer's recommended lifespan estimate of 5-7 years of service. JWC Environmental has dedicated staff to insure we can make these repairs as needed and insure the continued success of these unit at the WPCF

There are two washer compactor units in service at the WPCF, each capable of handling the removal of inorganics from the waste stream while the companion unit is out of service. The City will have limited capacity to remove this material should a problem arise with the other unit.

Public Contract Code Section 3400 allows the City to specify sole-source products, brands or trade names in its specifications for Public Works projects if the City Council has made certain findings related to the product or item. One of the permissible grounds for a sole-source finding is that the product or item is needed to match other products in use at City facilities in order to establish uniform, complete and compatible system/specifications for City facilities (See Public Contract Code § 3400(b)(2)). Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; see also *Los Angeles Dredging Co. v. City of Long Beach* (1930) 210 Cal. 348; *Los Angeles Gas & Electric Corp. v. City of Los Angeles* (1922) 188 Cal. 307, 319.)

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ authorizing the sole-source purchase of washer/compactor and other parts to maintain the system from JWC Environmental, with an amount not-to-exceed \$74,000.

Prepared by: Shane Carlsen, Chief Plant Operator

Reviewed by: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. JWC Woodland_ Sole_source_resolution_2020 (002)
2. JWC 2020 washer Renew-repair

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AND APPROVING THE CITY MANAGER'S DETERMINATION THAT THE SOLE-SOURCE PURCHASE OF WASHER/COMPACTOR PARTS NECESSARY TO MAINTAIN THE RAG WASHER/COMPACTOR SYSTEM FROM JWC ENVIRONMENTAL, IN AN AMOUNT NOT-TO-EXCEED \$74,000.00.

WHEREAS, The City's Water Pollution Control Facility (WPCF) has utilized the JWC Environmental washer /compactor unit to successfully remove rags and inorganic matter from the waste stream on a 24/7 basis since 2014; and

WHEREAS, The components proposed to be replaced are within the manufacturer's recommended replacement time frame of 5-7 years of service; and

WHEREAS, The efficient and dependable operation ~~the City has we've~~ experienced with this equipment justifies bringing this unit back to full capacity with a sole-source purchase of worn out replacement parts to bring this unit back to full capacity rather than aover the competitive purchase of replacement equipment; and

WHEREAS, Woodland Municipal Code section 17B-140(e) provides that the City Manager may approve of the waiver of competitive bidding when a determination is made that it is in the best interest of the City and its administrative operations to dispense with public bidding; and

WHEREAS, The City Manager has determined that the waiver of competitive bidding for JWC Environmental washer/compactor parts to repair the unit for continued use ~~in removing rags and other inorganic material from the wastewater~~ is in the best interests of the City and its administrative operations based on the foregoing facts; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage, including when there is only one contracting party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal. App. 3d 631); and

WHEREAS, The washer/compactor system at the WPCF was designed and manufactured by JWC Environmental is necessary to comply with requirements dictated by the wastewater treatment plant's NPDES permit; and

WHEREAS, The funding for the not-to-exceed amount of ~~\$74,000.00~~ was 74,000.00 ~~was~~ previously approved in the current FY21 budget, and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The above recitals are true and correct and adopted herein by this reference.

SECTION 2. That the City Council hereby approves and adopts the City Manager's determination that the sole-source purchase of washer/compactor parts from JWC Environmental, in an amount not-to-exceed \$74,000.00 is in the best interests of the City and approves award of a contract to JWC Environmental, for the same.

SECTION 3. That the City Council hereby authorizes the City Manager to execute a sole source contract with JWC Environmental, in an amount not-to-exceed \$74,000.00, for the purchase of washer/compactor parts necessary to maintaining the rag washer/compactor system.

PASSED AND ADOPTED this 18th day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST: _____

Ana Gonzalez, City Clerk

CITY OF WOODLAND GOODS PURCHASE AGREEMENT

This Goods Purchase Agreement ("Agreement") is entered into this ____ day of August, 2020, by and between the City of Woodland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at a municipal corporation organized under the laws of the State of California with its principal place of business at 655 N. Pioneer Avenue, Woodland, CA 95776 ("City"), and JWC Environmental Inc., a corporation with its principal place of business at 2600 S. Garnsey Street, Santa Ana, CA 92707 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Contractor also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "A," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Contractor during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Contractor shall pay City the sum of \$0 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Contractor will be liable for any loss or damage to the Goods and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Goods which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the

possession of Contractor shall remain with Contractor until such Goods has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Goods, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A:-VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Contractor at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Goods by written notice to Contractor. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Goods by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Woodland

655 N. Pioneer Avenue

Woodland, CA 95776

Attn: Shane Carlsen, WPCF

CONTRACTOR:

JWC Environmental

2600 S. Garnsey Street

Santa Ana, CA 92707

Attn: Brent Kim, Customer Service

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

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

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

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Goods.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR GOODS PURCHASE AGREEMENT
BETWEEN THE CITY OF WOODLAND
AND JWC ENVIRONMENTAL INC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF WOODLAND

Approved By:

Ken Hiatt
City Manager

Date

Attested By:

City Clerk

JWC ENVIRONMENTAL INC.

Signature

Name

Title

Date

EXHIBIT "A"
GOODS SPECIFICATIONS

Project: Woodland WPFC

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
40002-0018	40002-0018-DI Monster Renew 11T Cam Cutters 1:1 Stack Hardened Alloy STL Severe Duty Seals Cork & Rubber Gaskets Both Side Scraper Side Rails Drilled End Housings Motor Type: Electric New 10HP TEXP SU-E Motor New 43:1 Reducer New Spool Paint Epoxy Green Grinder SN: TBD *Used with an SWM	1	\$41,664.00	\$41,664.00
30016-0037	LOVEJOY CPLG ASY 1-3/8X1-1/8 L110 HY Spare part	1	\$365.47	\$365.47
30045-0004	KEY, 5/16 SQ X 2-3/8 C1095 Spare part	1	\$6.24	\$6.24
51013-0022	KEY, 1/4 SQ X 1-25/32 STL Spare part	1	\$3.85	\$3.85
SWA0747-900-250-SV -SS	ROTOR & GBOX ASY (SERVICE) Rotor: Paint Coal Tar Epoxy Gearbox: Paint Epoxy Green	1	\$18,145.73	\$18,145.73

SWA0010-0156	3HP XP SU-E 230/460 1.15SF 182TC Paint Epoxy Green *To be assembled to ROTOR & GBOX ASY P/N SWA0747-900-250-SV-SS	1	\$2,372.22	\$2,372.22
SWC0004-0900-285	SCREEN, SEGMENT 6MM PRF 900MM SS SCREEN SEGMENT FOR SCREENINGS WASHER 6MM DIA PERF. 900MM LENTGH	1	\$2,746.50	\$2,746.50
TARIFF	Tariff Surcharge	1	\$1,717.50	\$1,717.50
Shipping	Shipping & Handling Standard Shipping & Handling Included	1	\$1,217.00	\$1,217.00
	Estimated tax 8%	1	\$5,321.68	\$5,321.68

Please verify serial number is correct.

Sub Total	\$73,560.19
Tax	
Total	\$73,560.19

EXHIBIT "B"
DELIVERY SCHEDULE

**ALL PARTS, GOODS, AND EQUIPMENT AS DESCRIBED IN EXHIBIT "A" SHALL BE
DELIVERED 8 WEEKS AFTER AGREEMENT EXECUTION AND NO LATER THAN OCTOBER 30TH, 2020.**



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.12
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #13 with Wood Rodgers for Consulting Services.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to rescind Resolution No. 7539 and execute Amendment #13 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Staff Contact:

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

Fiscal Impact:

Wood Rodgers has been involved in the City's flood protection and storm water management efforts for several years including development of flood protection alternatives and hydraulic modeling. Approval of amendment #13 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$1,452,984. The amendment covers Wood Rodger's services through the attached scope of work. The work included in this scope is cost shared both under In-Kind-Credit under the Federal Cost Share Agreement and the California Department of Water Resources – Urban Flood Risk Reduction Grant for the respective work tasks.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 16, 2020. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the Urban Flood Risk Reduction (UFRR) grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

The Army Corps of Engineers led Lower Cache Creek Feasibility Study recently completed the Agency Decision Milestone (ADM) and is now working towards the Feasibility Level Design Milestone. The majority of the work in this milestone consists of refinement of the engineering for the Recommended Plan (Modified Alternative 2A). The Woodland Flood Risk Reduction Project (Project) collects floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and directs the flood water to the Yolo Bypass. The Project conveys the flood water into the Cache Creek Settling Basin (CCSB) and partially into the City's storm drainage system. Additionally, local modifications are necessary to enhance the Corps Alternative 2A to provide a 200-year level of flood protection as required by California SB-5.

Contract Amendment #13 with Wood Rodgers includes the scope of work necessary to coordinate with both the design and environmental teams and complete the analyses necessary to complete the Feasibility Level Design Milestone and respond to comments on the draft EIR.

Discussion:

Resolution No. 7539 was passed by City Council on August 18, 2020 and it included an incorrect total contract amount, however, the contract amendment amount is correct. The resolution would be rescinded and replaced with the attached resolution.

Wood Rodgers has been requested by the Corps to complete additional engineering analyses for Feasibility Level Design Milestone. The majority of the remaining work involves the refinement of earlier engineering work, incorporating updates to the hydraulic model, and responding to comments the draft EIR. Wood Rodger's work focuses in these work areas and coordination with the flood management team.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to rescind Resolution No. 7539 and execute Amendment #13 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, Acting Community Development Director/ City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Wood Rodgers Request

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #13 WITH WOOD RODGERS FOR ENGINEERING
CONSULTING SERVICES**

WHEREAS, the City Council wishes to rescind Resolution No. 7539.

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services amendment with Wood Rodgers for Engineering Services (“Agreement”); and

WHEREAS, Wood Rodgers was selected through a quality based selection process; and

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

WHEREAS, Wood Rodgers will continue providing engineering design services, including coordination with Department of Water Resources and City consultants to advance the feasibility studies and environmental documents that are currently underway; and

WHEREAS, the contract amendment with Wood Rodgers authorizes an additional contract amount of \$75,000 to cover the additional scope of work. The current contract amount is \$1,377,984. With this amendment, the new contract amount is \$1,452,984; and

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

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

Section 1. The City Council hereby rescinds Resolution No. 7539.

Section 2. The City Council hereby approves the Amendment with Wood Rodgers in the amount of \$75,000 for a total contract amount of \$1,452,984. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 3. Copies of the Consultant Agreement for Design Services are available and on file in the City Clerk’s office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 1st day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



August 13, 2020

Mr. Tim Busch, P.E.
City of Woodland
300 First Street
Woodland, California 95695

Dear Mr. Busch,

Subject: City of Woodland, Lower Cache Creek Feasibility Study, Request for Supplemental Budget Authorization

The City of Woodland (City), with the US Army Corps of Engineers (USACE), is engaged in the Lower Cache Creek Feasibility Study (LCCFS) to address flooding from Cache Creek in the City of Woodland, California. Wood Rodgers has been assisting this effort by preparing Alternative Project Descriptions and performing other analyses as directed in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation efforts.

By way of this letter, Wood Rodgers is requesting a budget augmentation in the amount of \$75,000 to supplement its existing budget in providing Work-In-Kind services to the USACE on behalf of the City. This additional work will be performed on a Time-and-Materials basis not to exceed the authorized amount without written consent of the City. If you are in concurrence with this budget augmentation request, please issue a contract amendment at your earliest convenience. Wood Rodgers appreciates the opportunity to be of continued support to the City on the LCCFS.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,

Jonathan Kors, P.E.
Vice President

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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: I.13
SUBJECT: Emergency Interim Shelter Project

Recommendation for Action: Staff recommends that the City Council determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

Fiscal Impact:

There is no impact to the General Fund.

Background:

On April 21, 2020, the City Council declared conditions of emergency and authorized the performance of an emergency Interim Shelter project without public bidding and determined that the Interim Shelter Project is exempt from the requirements of the California Environmental Quality Act as a project undertaken to prevent or mitigate an emergency.

Discussion:

The City Council's emergency action on April 21 was taken in response to the sudden emergency of COVID-19 and the need to take immediate action so that unsheltered homeless people living in the City can have additional indoor shelter options as well as additional health and sanitation resources. Because these conditions persist, staff recommends that the City Council continue its emergency action.

Conclusion:

Staff recommends that the City Council determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: J.14
SUBJECT: PUBLIC HEARING - Spring Lake Specific Plan Parkside 3 Project (PLNG 18 -00070) – Request to approve a Tentative Subdivision Map (TSM #5155), General Plan Amendment, Spring Lake Specific Plan Amendment, Planned Development standards, Conditional Use Permit, Site Plan, Design Review, Development Agreement Amendment, and EIR Addendum for two parcels (APN:041-231-028 and 041-243-002) for 97 single family units

Recommendation for Action: Staff recommends that the City Council:

1. Receive the staff report;
2. Conduct a public hearing;
 - a) adopt Resolution No. approving the CEQA Addendum;
 - b) adopt Resolution No. amending the General Plan land use designation;
 - c) adopt Resolution No. amending the Spring Lake Specific Plan land use designation;
 - d) adopt Resolution No. approving a Planned Development Overlay and Conditional Use Permit;
 - e) adopt Resolution No. approving Tentative Subdivision Map #5155;
 - f) adopt Resolution No. approving Site Plan and Architectural Design Review, and
 - g) introduce and waive the first reading of Ordinance No. approving the Development Agreement between the City of Woodland and CalAtlantic Group, Inc. (Lennar Corporation), to use and develop the Parkside 3 project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

Staff Contact:

Cindy Norris, Principal Planner, cindy.norris@cityofwoodland.org, (530) 661-5911

Fiscal Impact:

All application processing costs have been paid for by the applicant. The Tentative Subdivision Map includes 97 lots on a multi-family site. The Spring Lake Infrastructure Fee (SLIF) equivalent is currently \$32,133 per multi-family unit, for a total of \$3,116,901. In addition to paying SLIF, this project will also pay citywide Development Impact Fees (DIF). For purposes of the fee calculation, the 32 units that are under 1,450 square feet will pay \$604,640 and the remaining 65 units will pay \$1,930,435 for a total of \$2,535,075. The project development agreement includes two negotiated fee payments one for affordable housing and one for bike and pedestrian related activities. The affordable housing fee is \$6,000 per unit for a total payment of \$582,000 which the applicant has agreed to pay in a lump sum amount 45 days after the second reading of development agreement ordinance. The general purpose fee is \$2,000 per unit for a total sum of \$194,000 to be paid in a lump sum upon issuance of the first building permit.

Background:

The entire SLSP area was pre-zoned under Ordinance No. 1346, adopted on July 2, 2002. The project is composed of two remainder parcels in the original Sievers/Prudlers Vesting Tentative Subdivision Map #4675 and Development Agreement approved March 23, 2004.

On August 18, 2018, the project applicant, Lennar Homes, submitted an application requesting development approvals on the infill project site. They are proposing to develop a product type that allows for individual ownership lots in a development with private driveways, common paseos, and reciprocal use side-yard easements.

On April 5, 2019 the City sent out an early notice of the application submittal to surrounding residents. Multiple comments (28 individuals and 187 petition signers) were received as a result of the notice. Those comments were taken into consideration and project revisions were prepared. On August 3, 2020, the City hosted a neighborhood meeting via Zoom for the purpose of informing nearby residents in the area of the amended project proposal and to allow the project proponents the ability to describe the project and discuss project components with interested parties. The city received 24 individual comments and approximately 40 individuals attended the Zoom meeting.

On August 12, 2020 the applicant submitted project modifications identified as Alternate A. The analysis in the Planning Commission report was based upon the modified Alternate A plans. On August 20, 2020 the Planning Commission held a public hearing on their regularly scheduled hearing date and voted 6 to 1 to recommend approval of the proposed project.

Discussion:

Project Site Description

The project site is located at the northwest corner of Sports Park Drive and Matmor Road with parcels north and south of Hadley Drive. The project site is bordered with existing single-family homes to the north and west, the Community and Senior Center to the south, and Woodland Christian School to the east. Curb, gutter, sidewalks, and streetlights were installed on the subject properties concurrent with the development to the west.



Context Map

Project Proposal

The applicant is proposing a small lot single-family detached home product, with four floor plan ranging in size from 1,438 square feet to 2,185 square feet on an existing infill site of 7.3 acres. The proposed project includes lot and site layout, conceptual landscaping as well as architectural home designs. The project proposes private drive circulation and includes interior paseos, and walkways.

General Plan Amendment Request

The amendment proposes to modify the 3.5 acres of land located south of Hadley Drive, currently designated Low density (2-8 du/ac) to Medium Density (8.1-19.9) consistent with the land use designation for the 3.789 acre parcel north of Hadley Drive. The amendment will allow a Medium Density designation over both parcels. The project proposes a site density of 13.3 dwelling units per acre.

Spring Lake Specific Plan Amendment Request

The existing two parcels located north and south of Hadley Drive and west of Matmor Rd, are designated as R-8 (6-8 du/ac) and R-15 (10-15 du/ac). The project proposes to rezone the 3.5-acre parcel located south of Hadley Road from R-8 to R-15. Both parcels would then have a consistent R-15 designation. The applicant is proposing to develop at the mid-range of the R-15 category at 13.3 dwelling units per acre. With the proposed zoning change to R-15 the project will add 14 more units.

Tentative Subdivision Map Request

Tentative Subdivision Map #5155 will provide 97 single-family residential lots. Lots widths vary in size from 39 to 56 feet with an average of 44.17 feet and comply with the minimum lot width requirement for the R-15 zone, which is 35 feet. The Spring Lake Specific Plan does not have a required minimum lot size or lot depth. Lot sizes will range from 2,012 to 3,321 square feet with an average of 2,392 square feet.

The north-south linear shape of the two infill parcels has resulted in a design with four rows of lots parallel to Matmor Road. There is a circular interior private driveway and a central interior paseo running north to south. All homes will have a two-car garage and an additional 61 guest parking spaces provided on site. Homes will front to Sports Park Drive, Marston Road, and Hadley Road with garages accessed via the interior private drives. Homes will have a minimum of 3.5-foot wide interior side yard with a reciprocal use easement allowing one home access rights to the adjacent property side yard providing a minimum 7-foot side yard usable outdoor space for each lot. The interior pedestrian paseo, is 10-feet in width with each facing home having a 4.8-foot setback from the paseo allowing for a 19-foot open area between home fronts.

Along the western project boundary the lot configuration and home designs have been modified. The lots and home plans are wider at 53.5 feet in width generally. House plans are configured to allow a wider floor plan that locates lower profile rooflines for the plan 1,438 facing west to the extent possible. Homes are set back a minimum of 10-feet, consistent with Spring Lake standard rear setback for R-15.

Along the north boundary, homes are located approximately 40-feet back from the property line, separated by landscaping, parking, and a drive aisle. The setback not only helps in reducing the grading differential between the project and the existing homes but also provides greater privacy with larger setbacks. A retaining wall and fencing will be required on the north boundary, as the new development will be approximately 2 feet higher than existing. Hand digging will be utilized around existing trees adjacent to the boundary in accord with the Arborist's recommendations.

A Homeowners Association will assist in the management of landscaping, utilities, and use restrictions, including a restriction on parking along interior driveways and a requirement that garage space be maintained for parking. Recreational vehicle parking will be prohibited.

Infrastructure

The developer will construct all internal private streets and utilities and all project components including the paseo paths and landscaping. Perimeter utilities, including curb, gutter, sidewalk, and streetlights were installed with the Huntington Square subdivision improvements. Project access will be primarily from the Collector Roadways, Matmor Road and Sports Park Drive, as well as the local street Hadley Drive. The project will provide water, sewer, storm drain and other required utilities. Off-site traffic calming features are proposed with the development as well including the installation of speed humps and a traffic circle at Matmor Road and Tyler Drive.

Planned Development/Conditional Use Permit Request

The project proposes modification from the minimum individual lot coverage zoning requirement and interior setback requirements provided in the Spring Lake Specific Plan. The purpose of the Planned Development (PD) Overlay is to encourage creative and more efficient use of land and to provide greater flexibility in design not otherwise possible through the strict application of zoning standards. The proposed modifications will allow a creative small lot single-family detached product.

The Spring Lake Specific Plan expresses a desire to see a variety of housing types, including small lot infill. However, the standards provided in Table 2.4 do not explicitly allow exceptions for this product type. Therefore, the PD will clarify the intent of the Plan. The setbacks for the perimeter conditions meet the required Plan standards and it is the project interior where exceptions are requested.

Site Plan and Design Review Request

The project application request includes site development plans including floor plans, landscaping and architectural renderings. The project design review was performed using the Spring Lake Specific Plan (SLSP) (adopted December 18, 2001 and subsequently amended) and the Spring Lake Specific Plan Design Standards (SLSPDS) as approved May 20, 2003 and subsequently amended.

The architectural plans feature rear-entry and side-entry garage orientations off the private driveways. Home fronts are generally oriented towards public streets or interior paseos. Each home will provide a two-car garage and an additional 61 on-site guest parking spaces are provided. The lots adjacent to the western boundary and corresponding home plans are wider rather than deep with footprints reconfigured to ensure a minimum 10-foot setback. A larger setback is provided along the north boundary from existing homes. Due to grading concerns, existing fencing along the northern boundary will be replaced with a combination block retaining and wood fence. The proposed homes are set back approximately 40-feet from the north property line with the drive aisle and parking buffering views to existing homes.

Development Agreement Request

Resolution No. 3542, adopted on May 15, 1990, establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The Spring Lake Specific Plan (SLSP) requires that each developer enter into a Development Agreement with the City. Development Agreements allow the City to negotiate certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. A development agreement was approved as part of the Sievers/Prudler project on September 20,

2005 by the City Council. An amended development agreement will replace the original agreement for these two properties. Final negotiated terms will be included in the development agreement prior to City Council hearing on the application.

The proposed development agreement provides for negotiated features or amenities for the public benefit. The proposed draft development agreement includes the following:

- The applicant has agreed to pay fees in lieu of constructing the affordable housing of \$6,000 per lot, which results in an overall payment of \$582,000. This is consistent with per unit in-lieu fees charged on other single-family projects in Spring Lake. The applicant has agreed to pay the fee in a lump sum immediately after approval of the project for the purpose of providing funds to assist in the construction of housing for extremely low income households elsewhere in the City.
- The applicant has agreed to pay a General Purpose fee in the amount of \$2,000 per lot, which results in an overall payment of \$194,000. The funds are to be paid in one lump sum amount upon issuance of the first building permit and will be used to improve bicycle and pedestrian connectivity, including but not limited to the planned Highway 113 bike/pedestrian overcrossing.
- The applicant has agreed to convert the existing drainage ditch to a piped storm drain system between SR 113 and Matmor Road.

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within at least 1,000-feet of the project site and a copy emailed to all individuals who have provided email addresses.

Copies of the factual staff report for the proposed project have been on file at City Hall since August 28, 2020.

Early Neighborhood Notice

An early public notice regarding the initial project submittal was provided on April 5, 2019 and sent to properties within 300-feet of the proposed project. A number of responses were received, 28 from individuals as well as a petition with 187 signers. The most repeated concerns included on-street parking congestion, traffic speeds on Sports Park Drive and Matmor Road, density, traffic congestion and access from existing streets on to Matmor Road.

After evaluating the comments, the applicant revised the proposed plan layout dropping from 99 to 98 units and the number of outside on-site parking was increased from 32 to 49 spaces.

Neighborhood Meeting

On August 3, 2020, a neighborhood meeting was held via Zoom to allow consideration of proposed project modifications. Notices were mailed to all property owners and current residents within 1,000 feet and copies emailed to all individuals who previously commented. Approximately 40 people attended and 24 individuals offered comments. Key issues raised at the meeting are summarized as follows:

- Parking in adjacent neighborhoods
- Traffic congestion on Matmor Road and impact to adjacent roadways (Tyler, Hadley, Jones, Hoover, Garfield, Washington)

- Speeding on Matmor Road and Sports Park Drive
- Traffic backup at Matmor Road and Gibson Road
- Safety and visibility concerns at corners of Matmor Road and Tyler Drive
- Safety concerns on south Matmor Road (bike and parking conflicts, bulbouts and medians)
- Traffic analysis
- HOA effectiveness and longevity.
- Garage size
- Parking permit system

Several of the comments received were related in part to the existing K-12 Woodland Christian School (WCS). Consideration of this application and the proposed incremental increase in units is separate from the existing school. However, staff offers the following is a brief summary regarding the school.

The school was granted a conditional use permit in 1998 for a complete campus and sanctuary. In 2001, the school was annexed and incorporated into the Spring Lake Specific Plan. In 2014 the school was granted a modification to the original CUP and subsequent minor changes to relocate and reconfigure site features, including removal of the proposed 900-seat sanctuary youth center and science building, and separation of the multi-use gymnasium into two buildings (a gymnasium and theater). The modifications did not result in additional building square footage, or an increased number of students. The site currently has 226 parking spaces with 90 overflow spaces.

It is acknowledged that all schools have some level of traffic issues during peak use times, and City staff feel that Woodland Christian School has worked diligently to address traffic issues. Representatives of the school attended the neighborhood meeting and invited residents to contact them with concerns that they might have. Further, WCS has requested that Lennar Homes add a disclosure statement in future purchase contracts informing new residents in the subdivision about the school and the range of activities that are allowed including sporting and special events.

Proposed Project Modifications Following the August 3, 2020 Neighborhood Meeting:

In response to comments from the August 3, 2020 neighborhood meeting Lennar Homes has proposed the following site plan modifications:

- Removal of one unit, dropping from 98 to 97 units
- Removal of the south access driveway to Matmor Road. The south parcel will have two points of access from Sports Park Drive and Hadley Rd.
- Relocation of a unit to the site of the former access drive on Matmor Road
- Addition of 12 on-site parking spaces. The site will now provide a total parking count of 194 garage spaces and 61 on-site open spaces for a total of 255 spaces for a total parking ratio of 2.63 spaces per unit.

Planning Commission Action

The Planning Commission meeting of August 20, 2002 was held via Zoom. There were 12 attendees to the meeting and 3 people spoke. The City received emails from an individual who also spoke at the meeting. The Commission, after taking comments, asking for clarification on items from staff and the applicant. Concerns were voiced concerning potential parking impacts to surrounding area streets, the location of proposed traffic calming speed bumps, a request for a 4-way stop rather than a traffic circle, and questions concerning the traffic analysis. Bruce Jacks provided emails and verbal comments expressing concern with the roadway width and bike lane striping on Matmor Road. The Commission voted 6 to 1 to recommend approval of the project to

Planning Commission. Commissioner Hurst voted No after expressing concern with regard to the proposed landscaping, lack of community engagement design, and a desire to see development that incorporates single story units to allow for aging in place.

The following summary comments are provided regarding the concerns expressed:

Parking: The project site includes a standard 2-car garage for each unit as well as 61 on-site open spaces. This provides a ratio of 2.6 which exceeds the the parking ratio required for either single family or multi-family development (2.0 and 1.5 respectively). The project will have an active HOA that will manage parking and require that garages be kept open for parking purposes.

Traffic Calming Speed bump location: The purpose for the speed humps is to discourage cut-through traffic on area streets, particularly those routes that have been used in the past to go around Matmor Road during drop off and pick up times at Woodland Christian School. Speed bumps are not recommended on Sports Park Drive and Matmor Road because they are collector streets.

Matmor Road width and striping: The City's Traffic Division states that the roadway lane striping on Matmor Road is safe and consistent with standards. The existing condition provides minimum 10-foot travel lanes, striped 5-foot bike lanes and 7-foot parking lanes. The goal in adding the additional bike lane striping is highlight and emphasize bike use and safety. The situation should actually improve the condition for bikes because it puts drivers on notice and encourages them to hug the curb. It may create the appearance of a narrower lane, but what it actually does is add friction, with the intent that traffic will slow and be more cautious.

Environmental 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 several CEQA Addenda to the Turn of the Century EIR. An Addendum #18 to the EIR has been prepared for the project for which no significant new impacts or mitigations were identified.

CEQA Addendum

Section 15182 of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. Addendum #18 has been prepared for the purposes of amending the General Plan and Spring Lake Specific Plan to allow 3.51 acres of designated land south of Hadley Drive to be modified from R-8 (6-8 du/ac) to R-15 (10-15 du/ac) density. This would provide a consistent land use with the 3.789 acre R-15 parcel north of Hadley Drive. The project revisions will result in a similar number of residential units as contemplated in the original EIR, and therefore, will result in environmental impacts similar to those identified in the original EIR. Infrastructure improvements beyond those previously anticipated in the EIR will not be required. In addition, peak trip generation will not be significantly different from that anticipated in the SLSP, Turn of the Century EIR, as described in the CEQA EIR Addendum.

Consistency with CEQA Requirements

Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes to this

property would not create new or significant environmental effects, which have not already been analyzed.

The overall land disturbance area would remain unchanged. Therefore the project would not have additional significant effects that were not discussed in the previous EIR due to proposed changes. Significant effects would remain generally unchanged.

Mitigation measures analyzed in the previous EIR would remain unchanged, and substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the previous EIR are not available because the proposed changes are not substantial. A Swainson Hawk and Agricultural mitigation agreement with the Merritt Ranch Conservation Easement was recorded November 27, 2006, for the original Sievers/Prudler subdivision, TSM 4793.

As documented in the EIR Addendum, a substantial increase in the severity of previously identified impacts will not occur as a result of the proposed Specific Plan Amendment (Rezone) of 3.5 acres from R-8 to R-15. As a result, no subsequent EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified. Pursuant to Government Code Section 65457(a), (15182 of the CEQA Guidelines), any residential development project, including any subdivision, or any zoning change, that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, does not require additional CEQA review.

Traffic

The Addendum evaluated the change in vehicle trips as a result of the proposed additional units to the residential development. The proposed project would result in development of the project site with 97 small-lot detached multi-family residential units, which is 20 more residential units than what was previously anticipated for the project site in 2004 (77 units) and 16 more than estimated in the TOCSP EIR (81 units). Using the Institute of Traffic Engineers (ITE) Trip Generation Handbook 10th Edition, the estimated daily trip rate for multi-family low-rise housing is considered to be lower than that of single-family residences. Multi-family low-rise residential units generate approximately 7.32 vehicle trips per unit per day, while the average daily trip rate for single-family residences is approximately 9.44 vehicle trips per unit per day. Therefore, the proposed residences at the project site would produce fewer trips per unit on average.

The 97 proposed units would generate a project-wide vehicle trip rate of approximately 710 daily vehicle trips, as compared to the 638 daily vehicle trips that would be anticipated with development of 77 units (35 sf and 42 mf). The City's standard for preparing a new traffic study is if there is an increase of 50 peak hour trips. Thus, an increase of approximately 72 vehicle trips per day result in approximately 7 peak hour trips which would not be considered a substantial increase. (Using the single family trip generation factor will result in 27 additional peak hour trips).

In recognition of concern by the residents regarding the additional units and existing conditions, the applicant has agreed to install off-site traffic calming features including five speed humps on area streets and a traffic circle at Matmor Road and Tyler Drive.

It is noted that between 2008-2012 a number of parcels were down-zoned in the overall spring Lake Specific Plan from R-15 and R-20 to R-8. During the recession, there was less market demand and limited financing available for the townhome or small lot single-family product. However, due to a market change and an existing housing shortage throughout California, State legislation has been passed to encourage housing choice

and to facilitate higher densities.

Review Agency Comments

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

Staff Analysis

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

General Plan Consistency

Land Use

The Spring Lake Specific Plan has been determined by the City Council to be consistent with the General Plan. Although, Parkside 3 is requesting a General Plan Amendment, the requested change is minimal, and provides the opportunity for infill housing. The project, with the proposed conditions of approval, Development Agreement, and Tentative Subdivision Map, have been determined by staff to be consistent with the SLSP and with the goals and policies of the General Plan. The project is consistent with the medium density General Plan land use that allows density of 8.1 to 19.9 dwelling units per acre, which allows a range of product types including apartments, town-homes, and small lot development. The project is a small-lot single-family development at a proposed density of 13.3 dwelling units per acre. The project is consistent with key policies in the 2035 General Plan as summarized below:

Policy 2.A.5 Complete and Well-Designed Neighborhoods. Promote the development of complete neighborhoods with a physical layout and land use mix that allows for a diversity of incomes; puts residents in close proximity to services and amenities; promotes walking, biking and transit use; fosters community pride; enhances neighborhood identity; ensures public safety; and meets the needs of all ages and abilities.

Policy 2.A.6 Infill Development. Encourage infill, redevelopment of and development on underutilized sites, adaptive reuse, and the restoration of historic buildings in existing urbanized areas to enhance community character; promote pedestrian and bicycle friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, optimize city investment in infrastructure, support increased transit use, and enhance economic vitality.

Policy 2.C.1 Compact Form. Promote compact development patterns, mixed land use, and higher development intensities that conserve land resources, reduce vehicle trips, improve air quality, and facilitate walking, bicycling, and transit use. Achieving the benefits of compact development as supported in this General Plan may result in potential tradeoffs related to traffic, noise, open space, and privacy. Sensitive design and appropriate performance standards may assist in mitigating these concerns. Where growth and increased density is allowed pursuant to this General Plan, these issues are acknowledged and accepted.

Policy 2.G.2 Sensitive New Development. Require new construction additions, renovations, and infill to be physically compatible with neighborhood context, historic development patterns, building form and scale.

Policy 3.A.1 Vehicle Level of Service (LOS) Standard. Strive to develop and manage the roadway system to maintain a LOS D or better as defined in the latest edition of the Highway Capacity Manual during weekday

AM and PM peak hour conditions.

Policy 3.A.9 Road Diets. Investigate road diets within the existing and built-out portion of the city. A road diet is generally described as removing travel lanes from a roadway and utilizing the space for other uses and travel modes.

Policy 3.B.4 Retrofit. Strive to retrofit existing streets into more complete streets, prioritizing improvements on roadways providing access to services, schools, parks, civic uses, as well as downtown and along mixed use corridors.

Policy 3.D.3 Traffic Calming. Implement traffic calming design and devise, as funding allows, in existing and new development areas where appropriate to reduce vehicle speeds and preserve neighborhood livability.

Policy 3.H.6 Parking Standards. Reduce minimum parking requirements and set maximums over time, particularly for mixed use and transit-oriented developments, to promote walk and bike friendly environments throughout the city.

Climate Action Plan

The project applicant completed the Climate Action Plan (CAP) Checklist and has been determined to be consistent with the City's 2035 CAP. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements.

Each home shall include installation of photovoltaic panels, be prewired for electric vehicle charging, provide high efficiency HVAC, high efficiency windows that are operable and will provide for cross ventilation, and energy efficient lighting. Will meet all Title 24 requirements. The subdivision design encourages pedestrian use by including internal paseos and walkways that connect the project both internally but to surrounding areas. Bike storage is available in garages or on private yard areas of each home. Paseos and lot landscaping will utilize native and drought tolerant landscaping. Canopy shade trees are proposed along all street fronts and adjacent to parking. Water conserving fixtures and features are included in all homes and each home will have sufficient space for solid waste as well as green waste storage. The project will comply with construction recycling regulations. The project will comply with recently adopted 2019 Building, Residential, Building Energy Efficiency Standards, and California Green Building Codes.

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

With regard to heat island concerns, the project includes substantial plantings. Large trees are provided for shading at sidewalks and street parking. Within the development, trees will be planted to provide shading within internal walkways, at guest parking locations, and at homes.

Zoning Ordinance Consistency

Lot Coverage - The maximum allowable lot coverage is 50 percent. The project as a whole meets coverage

requirements at 38 percent. The project total would be the indicator utilized if this were a non-subdivided multi-family project. Individual lot coverages vary from 37 percent to 65 percent, with an average of 53 percent lot coverage. The applicant has submitted a planned development proposal to allow increased individual lot coverage that exceeds 50%, although the project as a whole meets the minimum lot coverage requirement.

Off Street Parking - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio for single family is two (2) parking spaces per unit. The multi-family parking ratio is 1.5 spaces per unit. The project provides the minimum two covered parking spaces in a garage for each unit. An additional 61 guest-parking stalls are provided on site. A total of 255 parking spaces are provided on site (parking ratio of 2.63) and it is estimated that approximately 65 on-street parking spaces will be available providing 320 parking spaces.

On-street parking is allowed on the south side of Sports Park Drive and on the east side of Matmor Road as well as north of the project site on the west side of Matmor Road as shown in the Parking and Circulation exhibit. It is recognized that parking on Matmor Road can be impacted at specific times of the day due to the adjacent Woodland Christian School, particularly for student drop off and pick up or special events. However, during the remainder of the day, on street parking densities are low.



Parking and Circulation Exhibit (Alternate A - 97 units)

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

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

Spring Lake Specific Plan Consistency

In order to assess project consistency with the SLSP development requirements, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables) and to the various implementing documents of the SLSP including: Spring Lake Design Standards, Affordable Housing Plan, and the CEQA Mitigation Monitoring Program. The project is substantially consistent with the aforementioned documents.

The project has been reviewed for consistency with the Spring Lake Multi-family R-15 Standards.

Building Orientation – Development Standard 3.5 of the Spring Lake Specific Plan Design Standards requires street facing facades, setbacks, and street orientation for R-15 density units that emulates single-family housing. The project has been designed with unit fronts facing to Matmor Road and Sports Park Drive.

Pedestrian Circulation – the SL Design Standards require pedestrian access points that are separated from auto circulation routes. Standard 3.3 (d) states that “Pedestrian pathways shall include amenities such as trellises, trees, or other landscaping”. The project provides a central north to south pedestrian paseo with perpendicular access provided midway through each parcel.

Open Space – Development Standard 3.7 states that private recreation amenities for tenants shall be provided in conjunction with open space. Because this project provides for individual lot ownership rather a tenant based rental project, private recreation space is provided for each lot in the form of a private space to the side or rear for each home. A common area pedestrian paseo is provided. A total 29 percent of the project site is in public open space and 10 percent is in private yard area.

Energy Efficiency - The proposed project will exceed the energy efficiency standards provided in the Spring Lake Development Standard 2.25 which requires five percent (5%) of all units to have roof photovoltaic energy systems or other alternative energy systems. However, the project shall be required to meet the 2019 Building, Residential, Building Energy Efficiency Standards, and California Green Building Codes which now requires that all home provide solar.

Fencing - All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. The project application illustrates that at all times a minimum 6-foot fence will be provided on each side of project boundary.

West Boundary – There is minimal grading differential. The existing fence will remain.

North Boundary- There is a slight grading differential between the existing homes and new project. In order to ensure that all water drains off the site and does not impact the existing properties, the new site must be raised in order to direct water to the south and east. As a result, an approximately two (2) foot retaining wall with a 6 foot wood fence will be constructed along the north boundary. The existing fencing will be replaced. The L-shaped footing for the proposed retaining wall will be located entirely on the project side.

Spring Lake Affordable Housing Plan

The two project sites were originally part of the larger Seivers/Prudler Vesting Tentative Subdivision map and Development Agreement. Based on the original affordability requirements, the project will be required to provide 20 affordable units. The applicant is proposing to pay fees in lieu of constructing the affordable housing resulting in an amount as provided in the Development Agreement on a per-lot basis of \$6,000, which results in an overall payment of \$582,000. This is consistent with per unit in-lieu fees charged on other single-family projects in Spring Lake. The applicant has agreed to pay the total amount in a lump sum payment up front rather than through incremental payments at the time of building permit issuance for each unit.

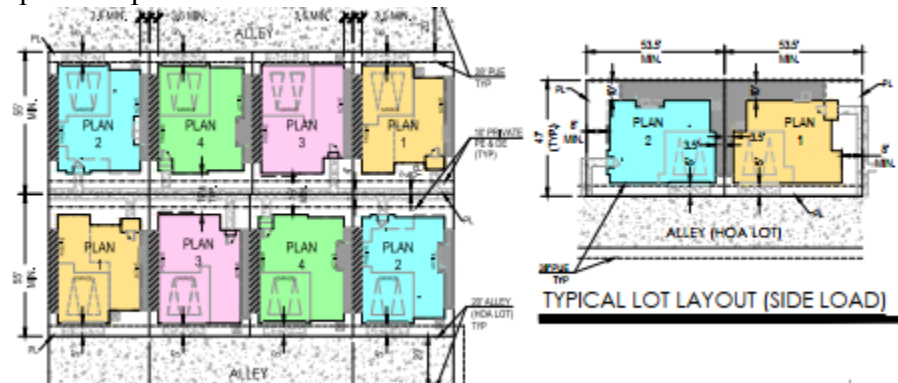
Planned Development Overlay and Conditional Use Permit

The applicant is requesting a proposed Planned Development (PD) overlay. The purpose of a PD is to allow

flexibility in project design where appropriate. The proposal requests an exception from standard setbacks internal to the site. Setbacks along the project perimeter are consistent with Spring Lake standards

Minimum Yard Requirements	Proposed Project (PD)	Spring Lake Standards (R-15)	Comment
Front Yard	10' to Street Front 5' to Interior Alley 8' to Paseo	20' to Garage 10' to Porch 10' to Living Area	Spring Lake Setbacks are maintained along Hunt, Marston, and Stewart Circle
Rear Yard	10' Rear Perimeter 5' to Interior Alley (garage door)	10' to Living Area	10' minimum maintained adjacent to existing homes
Side Yard	3.5' Interior 10' Street Side	5' Interior 10' Street Side	10' minimum maintained at corner lots
Lot Width	39'	35'	39- 56.8' range;
Lot Size	2,000 Square Feet	n/a	2,012 -3,321 sq. ft.; 2,392 sq. ft. average
Private Yard Area	7' minimum width	n/a	106 to 568 sq. ft.; 311 sq. ft. average
Project Landscape Coverage	29% public; 10% private yard area	n/a	39% open space
Individual lot Coverage	65% max	50%	Individual lot coverage varies from 37% to 65%; 53% average
Project Coverage	38%	50%	

Interior side-by-side homes will provide a minimum 3.5-foot side yard. A reciprocal use easement will allow one home the right to access a portion of the adjacent side yard providing a minimum 7-foot side yard space for each lot. Homes along the western boundary will not utilize the reciprocal easement as they have a 10-foot rear space for private use. Both conditions are illustrated in the exhibits below:



Project Interior setbacks and West boundary condition

Allowing reasonable modifications that will facilitate infill small lot product will meet the intent of the Spring Lake Plan to provide a variety of housing types within Spring Lake. This product type may be desirable to those in varying stages of their lives who do not desire a large yard. In addition, this product type that can offer an attractive home at potentially moderate price range.

The project as conditioned is consistent with the Spring Lake Specific Plan.

Subdivision Ordinance Consistency

Lot Development –The subject property is comprised of two (2) parcels totaling 7.3 acres. The proposed 97 R-15 lots range in size from 2,012 to 3,321 square feet. A minimum lot width of 35-feet is required for R-15 development. Overall, project lot widths range from 39 to 56.8 feet. Lot widths along Matmor Road vary from

39' to 56 feet and from 40 to 55.2 feet along Sports Park Drive. Lot widths along the west project boundary are wider, between 55.5 and 56.8 feet, and generally consistent with lot widths of existing homes to the west. The Plan does not have a minimum lot depth or lot size requirement.

Bicycle / Pedestrian Access – Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. Entry drives on Matmor Road and Sports Park Drive lead to the immediately adjacent greenbelt on Sports Park Drive south of the subdivision. A bike path is located on the east side of Matmor Road. A future bike and pedestrian overpass will have a landing located in the immediately southeast of the project site and will provide connection and access over SR 113 to the rest of Spring Lake.

The project provides a central paseo with fronting lots. The central paseo area and path is 10-feet in width and each home has an additional setback from the paseo on each side allowing for a 19-foot open area between home fronts. There may be a few instances where the paseo narrows to 16 feet.

Alley Access Garages – Development Regulation 2.2.3 requires a minimum of 24 feet of back up space. The project drive aisle is 20 feet wide, and each unit is setback a minimum of 5-feet from the alley providing adequate back up space. Backup space for the guest parking spaces is provided at 20-feet. Section 17.116.080 (B) of the Zoning Code allows consideration for modified parking and maneuvering area dimensions subject to review of the Zoning Administrator and Traffic Engineer.

Traffic Calming –As part of the public outreach, the City and applicant received concerns regarding traffic speeds and impact on area streets. To address that concern, the project will be required to provide traffic calming on nearby streets. The City has required a total of five speed humps on the Washington/Tyler and Reno/Cox/Jones/Hadley corridors and a traffic circle at the intersection of Marston Road and Tyler Drive.

Grading/Arborist Report/Tree Impact Assessment – An arborist report, was prepared by Sierra Nevada Arborists on March 10, 2019 for the purpose of evaluating potential impacts from proposed project grading and retaining wall construction on existing off-site trees. Proposed pad grades are approximately 2 feet higher than the existing back yard grades of Tyler Drive residences. A retaining wall is required to retain the fill soil adjacent to the north property boundary. The arborist has evaluated the condition of the trees and recommended utilizing non-invasive grading techniques to the extent possible and installation of “root-friendly” footings. The existing trees include a Mulberry, Cypress, and Raywood Ash tree. The Mulberry tree has been extensively pruned. The applicant shall work with the adjacent property owners during construction. A condition on the project requires that the arborist is to observe grading activities to ensure minimal impact to trees/root systems. The applicant shall work adjacent properties to the north regarding the possibility of replacing their fence. Cross section 4 on the grading plans shows the retaining wall and footing entirely on the project side should the adjacent property owners not allow access.

Infrastructure

Curb, gutter, sidewalk, and streetlights are existing and were installed at the time the Huntington Square subdivision to the west was built. The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

Project Access:

The project has access on to Matmor Road, Sports Park Drive and Hadley Drive. There is one access directly

to Matmor Road, for the north parcel. There is one access point to Sports Park Drive at the west end of the southerly parcel. Each parcel has an access entry to Hadley Drive. Each entry is consistent with the City's Residential Driveway Detail at 24 feet wide. All drive entries include an enhanced pavement treatment to designate entry into the project.

Each unit in the subdivision will have a two-car garage accessed from the private internal driveways. Public engagement to all surrounding roadways will be provided with front-on units to Sports Park Drive, Matmor Road, and Hadley Drive. Each street front unit will have direct pedestrian access to either the existing separated sidewalks, or internal paseos. The units along the western boundary will be able to access public walkways through paseos and/or alley access.

Water:

Water is available to the site through existing 12" mains bordering the project on the south (Sports Park Drive) and east (Matmor Road). Water mains, water laterals, and water meters installed by the project will be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities will be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities will be constructed in accordance with City Standards.

Sanitary Sewer:

Sanitary sewer connection is available to the site through existing 8" sewer stubs, installed by previous phases of development. Sewer facilities throughout the project will be publicly owned and maintained up to and including the service cleanouts. All publicly owned and maintained sewer facilities will be within a public utility easement.

Storm Drainage/ Underground Ditch from Matmor Road to SR 113

Storm drainage collection infrastructure is available to the site through existing reinforced concrete mains in Matmor Road, Hadley Drive, and Sports Park Drive. The applicant is proposing on-site conveyance through a system of concrete valley gutters and drainage inlets centered on the alley roads. Other storm drain improvements associated with this project include the conversion of the ditch east of Sports Park Drive and located between Matmor Road and Highway 113 to a piped system.

Storm Water Quality:

The MS-4 Water Treatment Quality requirements for the development of the site are addressed through the treatment provided by the existing Spring Lake storm drainage system. The MS-4 hydromodification requirements for the development has been met by an area level analysis by the use of a regional retention basin, specifically the southeast area of the City which drains into the East Regional Pond (ERP).

Homeowners Association

The project development will include initiation of a Homeowners Association (HOA). The HOA shall be responsible for the maintenance of the privately owned streets, streetlights, and storm drainage. In addition, conditions restrict the use of the two-car garage space for any use other than parking and do not allow recreational vehicle parking. Parking will not be allowed on private alleys.

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

Spring Lake Specific Plan Design Standards for Architectural Review

The SLSP Design Standards adopted on May 20, 2003, identify minimum design requirements for development within the Spring Lake area including architectural requirements for the homes and landscaping requirements for public improvements. The project as proposed meets the requirements of the Design Standards.

Architecture/Elevations

As a multi-family project, the Spring Lake Design Standard do not specifically require a set number of floor plans and elevations. To achieve architectural diversity the Parkside 3 project proposes four floor plans each with three elevation styles for a total of twelve (12) elevations. Approximately 40 percent of the units are street facing frontages and as a result the project is able to achieve significant visual variation from public ways. Further, each plan has a re-configured side-load garage design that is utilized along the west end of the site. A detailed pre-plot exhibit is included along with details concerning materials and colors for each lot. Landscaping and fencing is included in the Design Package.

The proposed living area of each floor plan varies in square footage from 1,438 square feet to 2,185 square feet. These homes offer 3 to 4-bedroom configurations. The smaller plan, a three bedroom and 3-bathroom unit, is located on 32 (1/3) of the lots. Each plan offers a two-car garage, a separated sidewalk to the front door and a covered entry. The applicant has pre-plotted each unit floor plan and elevation, as shown on the Site Development Plan, in order to ensure a balanced mix of units.

Each unit has a minimum 3.5-foot side-yard setback. Each unit's garage side is proposed as a passive side with the opposite side as the active side with access directly from the unit via a patio door. The passive side of each unit will serve as an extension of the adjacent unit. Each 7-foot wide private patio activity space serves as the private yard area for each home that will be screened by a 5-foot high wood fence.

A desired intent of the SLSP is to create variety and interest along a street. Toward this end, the applicant has worked to develop architectural styles that provide significant differentiation yet still appears as a cohesive project. The project includes designs for Manor, Cottage, and French Eclectic architectural styles. The units will utilize a smoother light sand stucco finish. Descriptions for each architectural style are provided in the design booklet.

Each floor plan has two entry locations, one in a more typical location off the front of the home and the other location as a 'side entry' leading to the private open space area. The entry door location varies based on how the home is situated. Homes may 'front' onto an internal paseo, an exterior street, or to an internal alley.

Landscaping

The project proposes to landscape both public and private spaces. The public parkway strips will be landscaped as well as interior paseos and patios. Final choice of street trees will be coordinated with the City's public works division prior issuance of permits and will provide for a mix of species, consistent with city policies. Along both Sports Park Drive and Matmore Drive the City will maintain the parkway landscape strips. However, all area back of the sidewalk will be maintained by the HOA.

Conclusion:

Staff recommends that the City Council:

1. Receive the staff report;
2. Conduct a public hearing;
 - a) adopt Resolution No. approving the CEQA Addendum;

- b) adopt Resolution No. amending the General Plan land use designation;
- c) adopt Resolution No. amending the Spring Lake Specific Plan land use designation;
- d) adopt Resolution No. approving a Planned Development Overlay and Conditional Use Permit;
- e) adopt Resolution No. approving Tentative Subdivision Map #5155;
- f) adopt Resolution No. approving Site Plan and Architectural Design Review, and
- g) introduce and waive the first reading of Ordinance No. approving the Development Agreement between the City of Woodland and CalAtlantic Group, Inc. (Lennar Corporation), to use and develop the Parkside 3 project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

Prepared By: Cindy Norris, Principal Planner

Reviewed By: Brent Meyer, Acting Community Development Director/ City Engineer

Attachments:

- 1. Attachment 1 -Project Description-Application-Climate Action Plan Checklist (Parkside 3)
- 2. Attachment 2 Contextual Map (Parkside 3) Alt A
- 3. Att 3 Resolution CEQA Addendum_
- 4. Att 3A CEQA Addendum Parkside 3
- 5. Att 4 Resolution Amending General Plan
- 6. Att 4A GPA Amendment Diagram
- 7. Att 5 Resolution Amending the Spring Lake Land Use Plan
- 8. Att 5A SLSP Amendment Diagram
- 9. Att 6 Resolution Approving TSM 5155, Planned Development Standards and Conditional Use Permit
- 10. Att 6A Tentative Subdivision Map ALT A
- 11. Att 6B Tentative Subdivision Map #5155
- 12. Att 6C Site Development Plan (Alt A)
- 13. Att 6D Development Standards for Parkside 3
- 14. Att 7 Resolution Approving Design Review for Parkside 3
- 15. Att 7A Design Booklet Parkside 3
- 16. Att 7B Landscape Plan set Parkside 3
- 17. Att 8 Ordinance Approving an Amended and Restated Development Agreement
- 18. Att 8A Development Agreement for Parkside 3
- 19. Att 8B Conditions of Approval Parkside 3.doc



August 11, 2020

Parkside 3

Project Description/Justification

The proposal is for a new 97-unit small-lot single-family residential project located within the existing Spring Lake Specific Plan in the City of Woodland. The site contains 7.3 +/- gross acres and is located on the northwestern and southwestern corners of the intersection of Hadley Drive and Matmor Road. The site is more specifically defined as APNs 041-231-028 and 041-243-002. The property is bounded on the east by Matmor Road and the Woodland Christian School, the south by Sports Park Dr. and the Woodland Sports Park, on the west/north by existing single-family homes.

The two properties that make up the project are the last remaining undeveloped sites in the Spring Lake Specific Plan (SLSP) west of Highway 113 and present a significant opportunity to increase the variety of available single-family product in the City of Woodland. The properties are defined in the SLSP as Multi-Family Residential with the north parcel as R-15 and the south parcel as R-8.

The proposal for the project site utilizes a very popular higher-density small-lot detached single-family product that Lennar is currently building in numerous other municipalities in the region. This product type, which utilizes smaller lots taking primary pedestrian access from common area paseos and vehicular access from private alleyways, will bring increased housing variety to the City of Woodland.

Parkside 3 proposes 97 small-lot single-family units for an overall gross project density of over 13.3 du/ac.

The project design focuses on a central north/south paseo that runs the entire length of the project site and provides enhanced connectivity to future residents. This central paseo has been widened from the standard 16 feet to approximately 19 feet to further enhance this corridor and allow for additional common area landscaping. The central paseo provides for pedestrian connectivity with its internal sidewalk, which connects to alleyways with guest parking stalls at both ends of the northern and the southern project parcels.

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Civil Engineering *Land Surveying*Land Planning
75 Iron Point Circle, Suite 120, Sacramento, CA 95833
(916) 927-2400



To further enhance the pedestrian connectivity of the central paseo, a “cross” paseo is provided between the eastern and western alleyways of the project. Each of these “cross” paseos are nominally located to coincide with the project entryways from Matmor Road and each are straddled by the passive home elevations on either side. This “cross” paseo is 17 feet wide on the northern half of the project and is a full 34 feet wide with additional guest parking at either end on the southern half of the project. These paseos along with additional landscaping within serve to provide visual and pedestrian relief to the length of the central paseo, as well as provide enhanced east/west project pedestrian connectivity.

There is one access point directly to Matmor Road located on the northern parcel. This access point has been located with existing driveway to the Woodland Christian School to the east in mind. Each parcel of the project also has an entry directly to Hadley Drive. The southern parcel has an additional entry to Sports Park Drive. All of these project entries are proposed consistent with the City’s Residential Driveway detail at 24’ wide with transitional tapers to the typical 20’ alley width. All of Parkside 3’s four project entries also include an enhanced pavement section to better designate one’s entry into Parkside 3.

The project provides for a significant engagement to all surrounding public roadways with the design of front-on units to Matmor Road, Hadley Drive, and Sports Park Drive. Each unit will take direct pedestrian access to the existing separated sidewalks with enhanced front elevations to the public view. The enhanced project interface with surrounding area is enabled by the use of the two north/south alleyways and the inclusion of a modified product design that utilizes side-load garages along the western border of the site. While the project does utilize 20’ private alleyways throughout to provide the required internal circulation, the site design does provide for required movements for fire service and trash pick-up. No dead-end alleyways are proposed.

Internal parking is included for easy access primarily at the ends of the north/south central paseo in both the northern and southern halves of the project site. Additional guest parking is included along the remainder of the northern edge Parkside 3, which also serves to enhance the buffer separation between the proposed homes and the existing homes fronting Tyler Drive. Additionally, on-street parking is allowed along portions of Matmor Road, all of Hadley Drive, and along the southern side of Sports Park Drive, all of which function well with the garage-less front elevations taking direct pedestrian access to these public roadways.



Parking Use and Justification Statement

The Woodland City code defines a requirement of 2 spaces per unit for single-family homes. The City code requires 1.5 spaces per unit for multi-family homes plus an additional space for every five units (Section 25-23-10). The “2 space per unit” parking requirement defined by the current Woodland City Code is completely consistent with the Code requirements in all jurisdictions where this product type has been approved and/or constructed. Additionally, the use of a project-wide HOA and unlike a more traditional single-family subdivision, all in-garage parking spaces are required to remain clear for parking use.

Based on the City Code, the site developed as traditional single-family is required to have 194 parking spaces (97 units at 2 per unit). Based on Multi-family standards, by City Code the site would be required to provide 167 parking spaces (98 units at 1.5 per unit and 1 additional guest per five units).

In response to Staff’s specific request to provide additional guest parking above the previously defined amount of 1 parking space per unit with .5 of these guest parking spaces being located “on-site”, the proposed site plan has been significantly modified as Alternative A. This current design for Parkside 3 now has one less residential unit, but now provides a total of sixty-one (61) (.63 per unit) guest parking spaces “on-site”.

A significant advantage of the Parkside site is its extensive frontage onto existing roadways. The site plan has been designed to take advantage of this fact with the use of front-on units to all public roadways surrounding the site, which provides direct front-door access to existing sidewalks for residents and guests. With the homes proposed within Parkside 3 taking direct pedestrian access from the public roadway, the use of any available on-street parking is ideal for this type of product.

While the on-street parking spaces defined and counted for this analysis have been modified to not include any possibly available spaces beyond the boundary edges of the project, there remain a total of sixty-fix (65) (.66 per unit) on-street spaces available adjacent to the project on Sports Park Drive, Matmor Road, and Hadley Drive. These spaces have been fully defined on the Revised Circulation and Parking Plan based on the 24’ standard length as identified by Staff.

As such, the guest parking spaces available to the project total 126, which equates to 1.3 guest parking spaces per proposed residential unit. Combined with the 194 in-garage spaces

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provided by the residential units, the total on-site parking is now 255 spaces and the total project-wide spaces available is now 320, which equates to 3.3 spaces per unit.

For Parkside 3, a modified version of the Lennar product type, which utilizes a side-load garage format has been included along the western and northern edges of the project to allow for an increased private yard “rear” areas of 10 feet adjacent to existing homes.

The proposed units each contain a covered front entry porch and front-facing living area windows designed to provide eye’s-on the proposed common-use landscaped paseos. Four plans, ranging in size from 1,438 to 2,185 s.f., are proposed to provide architectural variety.

As discussed above, a side-load garage has been incorporated for Plans 1 and 2, for use along the project’s western edge adjacent of existing homes. The units front a 16’+/- minimum landscaped paseo with 4’ sidewalk located in the center of the paseo. Each unit is designed with a 3.5’ side-yard setback. Each unit is also provided a separated private yard area. A unique feature of the product type utilized in the project is the active/passive format of the units. Each unit’s garage side is proposed as the passive side with the opposite serving as an active side with access directly from the unit. The passive side of each unit will serve as an extension of the adjacent unit’s active use side. Hence, each unit is provided a 7’ wide active use area, which serves as the private yard area for each home that will be screened front and back by a 5’ wood fence adhering the standard defined in the Springlake Design Guidelines. As such, each unit will require a use area easement in favor of the adjacent unit. Additionally, the units have been designed to place the active-use private yard areas adjacent to most alleyways.

The proposed plans have been carefully pre-plotted to provide a balanced mix of unit types consistent with current market experience with this product. The final mix of unit types will be fully defined during the building stage and will be based on marketing conditions at the time.

The project proposed includes request for approval of a Tentative Subdivision Map, required General Plan/Specific Plan Amendments, Design Review, and a Development Agreement.



City of Woodland

Community Development Department

300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

CalAtlantic Group, Inc, Larry Gualco

MAILING ADDRESS:

1420 Rocky Ridge Drive, Suite 320

CITY STATE ZIP CODE:

Roseville, CA 95661

PHONE NUMBER:

916-746-8501

E-MAIL ADDRESS:

larry.gualco@lennar.com

PROJECT APPLICANT

Lennar Corporation, Pierre Martinez

MAILING ADDRESS:

1420 Rocky Ridge Drive, Suite 320

CITY STATE ZIP CODE:

Roseville, CA 95661

PHONE NUMBER:

916-746-8508

E-MAIL ADDRESS:

pierre.martinez@lennar.com

2. Application Requested

- | | | |
|---|---|--|
| ☐ General Plan Petition | ☒ Zoning Amendment
SP Amendment (SLSP) | ☒ General Plan Amendment |
| ☒ Tentative Subdivision Map | ☐ Tentative Parcel Map | ☐ Lot Line Adjustment |
| ☐ Site Plan Review | ☒ Design Review | ☐ Sign Design Review |
| ☐ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☒ Other Development Agreement | |

Is this request part of another application? ☐ Yes ☒ No If so, what? _____

3. Project Description

Project Name:

Parkside

Total Acres or Square Feet

7.3 AC

Site address or location:

Northwest corner of Matmor Rd. and Sports Park Dr.

Assessor's Parcel Number:

041-231-028 & 041-243-002

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres
MD & LD	7.3	MD	7.3

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres
MF R-15, SF R-8	7.3	MF R-15	7.3

7. Residential Development

No. of residential units are being requested? ⁹⁸ _____ No. of lots will be created by this project? ⁹⁸ _____

Single Family ⁹⁸ _____ Half-plex _____ Do you intend to market the units for sale? ☒ YES ☐ No

Duplex _____ Apartments _____ Do you intend to market the units for rent? ☐ YES ☒ No

Condominiums _____ Other _____

Townhomes _____ Total Units ⁹⁸ _____

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

N/A

Indicate the gross and leasable square footage for each type of development:

N/A

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☐ Other

Specify _____

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Date Received Stamp Here

Applicant: _____

8/6/18

Date

Legal Owner: _____

8/6/18

Date

Legal Owner: _____

Date

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____



Climate Action Plan Consistency Checklist Introduction

The City of Woodland prioritizes sustainability and encourages the use of sustainable development practices. The 2035 General Plan advocates responsible growth while seeking to conserve energy, water, and other resources; reduce greenhouse gas (GHG) emissions; promote infill, green and net-zero energy development; and build community resiliency to the effects of climate change. The City's 2035 Climate Action Plan (CAP), adopted with the General Plan in 2017, provides a set of community-generated strategies to guide the City, its residents, and local businesses in reducing GHG emissions consistent with State goals for addressing California's contributions to climate change. Implementation of the CAP requires that new development projects incorporate more sustainable design standards and implement applicable GHG reduction measures consistent with the CAP. This CAP Consistency Checklist (Checklist) was developed to help plan and design projects consistent with the CAP and to assist City staff in implementing CAP strategies,

This Checklist allows proposed development projects that are subject to the California Environmental Quality Act (CEQA) to demonstrate consistency with Woodland's CAP. CEQA Guidelines require the analysis of GHG emissions as well as any potential impacts that the proposed project might have on the environment. Projects that demonstrate consistency with the CAP may be eligible to streamline the review process. The CAP is a verified GHG emissions reduction plan in accordance with CEQA Guidelines Section 15183.5. Projects that do not display consistency may, at the City's discretion, prepare an independent comprehensive project-specific GHG emissions analysis consistent with CEQA requirements. This Checklist identifies measures that are required in order to support CEQA streamlining.

More broadly, the Checklist also identifies GHG reduction strategies that may be incorporated into proposed development projects. By encouraging development strategies and designs that conserve resources and reduce project-related GHG emissions, the Checklist supports Woodland's sustainability efforts and policies that encourage the advancement of sustainable growth, including implementation of the CAP.

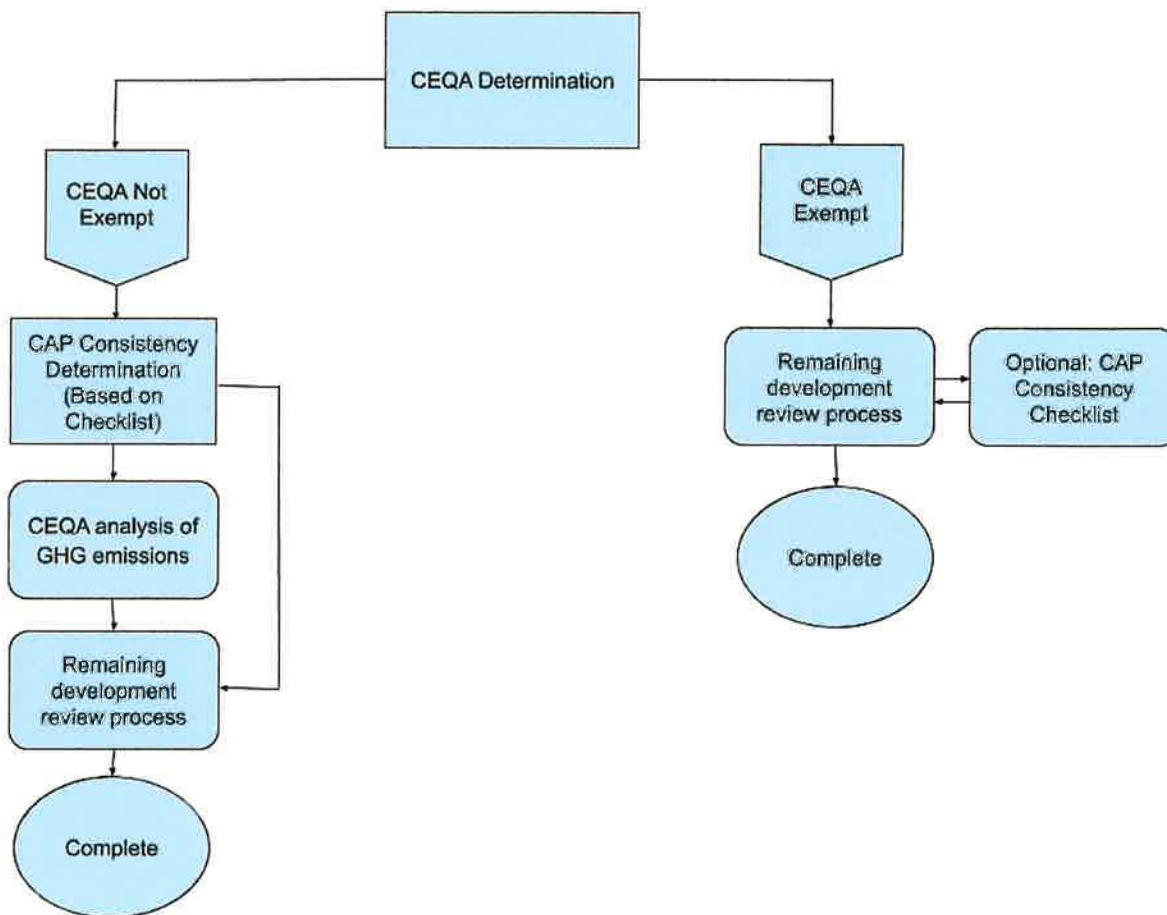
There are five steps to this application:

- 1) CAP Consistency Checklist Application Form
- 2) Land Use Element Consistency
- 3) CAP Strategy Consistency
- 4) Additional Questions
- 5) Certification



Applicability

If a proposed development is exempt from CEQA review, then this document may act as a recommendations list for sustainable measures and designs that may be incorporated into the proposed development project. The diagram below displays the context for the CAP Consistency Checklist within the planning review process framework.





Step 1: CAP Consistency Checklist Application Form

Project Information

Project Name: Parkside 3

Project Address: Northwest and Southwest corners of Matmor Road and Hadley Drive

Project Type: Single Family detached homes

Project Size: 7.3 Gross Acres

Proposed Land Uses: Single Family Residential

Service Population (Residents + Employees): Approximately 200. Proposed 98 SFR

Brief Project Description: Proposed project to develop 98 small lot detached single family residences on approximately 7.3 gross acres. Project will include 4 Plans with 3 Architectural styles each.

Applicant Information

Applicant Name: Lennar Homes of California - Pierre Martinez

Company: Lennar Homes of California

Contact Phone: 916-476-8508

Contact Email: pierre.martinez@lennar.com

Was a consultant retained to complete this checklist? ☐ Yes ☒ No

If yes, complete the following:

Consultant Name: _____

Company: _____

Contact Phone: _____

Contact Email: _____



Step 3: CAP Strategy Consistency

Energy

Incorporating energy efficiency and/or renewable energy into a project can have long-term benefits for reducing utility bills and GHG emissions while adding value to the property. The City encourages all projects to incorporate energy efficiency and renewable energy into project design and construction.

Projects subject to CEQA that are using the Checklist for CEQA streamlining eligibility must incorporate the GHG reduction strategies marked as “**(Required)**.” If “no” is marked for a required measure, the project will not be eligible to use the checklist for CEQA streamlining.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
E-1: Lighting Efficiency Upgrades (Required)	Installation of high-efficiency lighting: Does the project include LED lights, solar tubes, sky lights, and take consideration of room orientation to maximize the use of natural lighting?	☒	☐
E-3: Comprehensive Building Efficiency	Energy efficiency: Does the project incorporate sustainable construction and development practices in the CalGreen Code such as cool roofs, vegetation, permeable or other special pavements, shading devices, operable windows placed for cross ventilation, or other passive temperature control factors to reduce building energy use and heat island effects on and around buildings?	☒	☐
E-4: Improved Building Temperature Controls (Required)	Natural climate control features: Are natural temperature control factors such as cross ventilation, wind protection, and shade considered in site and building design for the project?	☒	☐
E-4: Improved Building Temperature Controls	Innovative site designs: Does the project include innovative site designs and building orientations for new construction that incorporate passive and active solar designs and natural cooling techniques?	☒	☐
	Efficient heating and cooling: Does the project include buildings with mechanical HVAC systems to decrease energy use and increase reliance on natural heating, cooling, and ventilation?	☒	☐



E-6: Renewable energy generation and procurement	Renewable energy (residential): Does the project include solar installations of 3 kW or larger to accommodate electric vehicle charging and achieve net zero carbon footprint without future need to increase inverter?	☒	☐
	Renewable energy use (residential): Will homes be constructed for the subsequent installation of solar photovoltaic and/or solar water heaters?	☒	☐
Please explain how the proposed project incorporates the required measures and any additional sustainable development measures consistent with the CAP. Each home will include installation of photovoltaic panels at least 3Kw in size or higher, be prewired for electrical vehicle charging, provide for high efficiency HVAC, provide high efficiency windows that are operable and will provide for cross ventilation. Will meet or exceed all Title 24 requirements.			
If the proposed project incorporates sustainable development measures beyond what is included in the CAP, please explain. Project will meet or exceed 2019 code requirements and Title 24 code requirements.			



Transportation and Land Use

Practices and infrastructure that promote ease and convenience of pedestrian, bicycle, and transit travel for daily trips that situate residents in proximity to workplaces, goods and services, and recreational opportunities are essential to reducing the use of passenger vehicles locally and regionally. The City encourages all projects to incorporate sustainable development measures into project design and construction to support reducing single-occupancy motor vehicle use and increasing the use of efficient and alternative modes of transportation.

Projects subject to CEQA that are using the Checklist for CEQA streamlining eligibility must incorporate the GHG reduction strategies marked as “**(Required)**.” If “no” is marked for a required measure, the project will not be eligible to use the checklist for CEQA streamlining.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
T/LU-2: Infill Development, Redevelopment, and Repurposing	Density (residential): Does the project incorporate the highest level of residential density allowed in the zoning code?	☐	☒
	Infill development: Does the project develop on an underutilized or unused infill site?	☒	☐
	Use of existing structures: Does the project reuse an existing structure(s)?	☐	☒
T/LU-3: Smart Growth in New Development	Infill and proximity of housing: Does the project include infill housing and housing built within walking distance to jobs, transportation, and amenities?	☒	☐
	Transit services: Is the provision of transit services considered in the project.	☒	☐
	Proximity of transit services: Will the project be served by public transit within ¼ mile of the site?	☒	☐
	Mixed use development (residential): Does the project incorporate mixed uses within the development?	☐	☒
	Proximity to retail (residential): Does the project's plan support convenient walking and biking distances for daily shopping trips?	☒	☐
T/LU-3: Smart Growth in New Development (Required)	Alternative transportation (commercial): Does the project include bicycle parking, electric vehicle charging stations, and/or other incentives for non-fossil-fuel transportation?	☐	☒



T/LU-5: Increase Mass Transit Use, Walking, and Bicycling (Required)	Bicycle-friendly design (multi-family): Does the project provide secure bicycle storage options and/or bicycle-share programs?	☒	☐
T/LU-7: Increased Use of Alternative-Fuel Vehicles	Electric vehicle (EV) chargers (residential): Does the project include EV charging infrastructure?	☒	☐
Please explain how the proposed project incorporates the required measures and any additional sustainable development measures consistent with the CAP. While the project does not include the highest level of residential zoning, a portion of the property is requested to be rezoned to a higher density. There are no existing structures on the site. The project site is an in-fill development site with existing residential development to the north and west and a school to the east and park to the south. Yolo Bus has transit service 1/4 of a mile to the north of the project site on E. Gibson Road. The project site is approximately 2/3 of a mile shopping and entertainment. Bicycle parking can be stored in garage or private yard areas of each home. Infrastructure will be built within each home to allow for electric vehicle charging.			
If the proposed project incorporates sustainable development measures beyond what is included in the CAP, please explain. The subdivision design encourages pedestrian use by including internal paseos and walkways that connect the project internally and to the greater Spring Lake Specific Plan area.			



Urban Forest & Open Space

Trees help reduce GHG emissions in several ways: reducing the heat island effect, reducing indoor building temperatures, and carbon sequestration. Planting trees strategically can have long-term benefits for beautifying streets, reducing utility bills and GHG emissions, and increasing comfort inside and outside of buildings. The City encourages all projects to incorporate appropriate placement and planting of trees into project design and construction.

Projects subject to CEQA that are using the Checklist for CEQA streamlining eligibility must incorporate the GHG reduction strategies marked as “**(Required)**.” If “no” is marked for a required measure, the project will not be eligible to use the checklist for CEQA streamlining.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
UF-1: Urban Forest Management Plan	Urban Forest Management Plan: Does the project include planting mediums, planting techniques, and soil amendments that can provide multiple benefits as identified in Woodland’s Urban Forest Master Plan?	☒	☐
UF-2: Increased Tree Planting (Required)	Shade tree cover (residential): Does the project include two shade trees per home on east, west, or south face of the home with trees located to prevent interference with solar PV production?	☒	☐
UF-2: Increased Tree Planting	Shade tree cover: Does this project include the planting of larger trees to maximize the GHG reduction benefit?	☒	☐
UF-2: Increased Tree Planting	Shade over street cover: Does the project include street trees to shade asphalt and parked cars?	☒	☐
Please explain how the proposed project incorporates the required measures and any additional sustainable development measures consistent with the CAP. The project includes planting along streets that provide for shade on sidewalk and cars parked on street. Plantings are also internal at planting medium within and at ends of guest parking areas for additional shading. 2 trees per home are designed per home at the front and alley side. Depending on the orientation of the house, these plantings occur on north, east, west, and south orientations. Larger trees are planted as street trees, smaller trees are planted internally to provide shade while still not impacting solar PV.			



If the proposed project incorporates sustainable development measures beyond what is included in the CAP, please explain.



Water & Solid Waste

Incorporating water conservation and waste reduction measures into project design and construction supports long-term reductions in GHG emissions. The City encourages all projects to incorporate water conservation and waste reduction measures into project design and construction.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
W/W-1: Increased Water Conservation	Water conservation: Does the project exceed Title 24 water conservation building requirements?	☒	☐
	Drought-tolerant landscaping: Does the project include drought-tolerant native landscaping features in the landscape design?	☒	☐
W/W-2: Solid Waste Reduction and Waste Processing Improvements	Construction Recycling: Will steps be taken to ensure that the project meets or exceeds the minimum requirement for construction and demolition debris recycling in accordance with the City's ordinance?	☒	☐
	Recycling: Does the project allow adequate space for future collection of recyclable materials?	☒	☐
	Organics Recycling: Does the project allow adequate space for future collection of food waste for large-scale processing as compost or into biofuels?	☐	☒

Please explain how the proposed project incorporates the sustainable development measures consistent with the CAP.

All homes are built with water conserving fixtures and provide water efficient appliances. Title 24 is met or exceeded.

Drought tolerant planting is proposed and will me WELO requirements.

Project will comply with City's construction recycling regulations.

Adequate space is provided in private yard areas for solid waste and green waste toters.



If the proposed project incorporates sustainable development measures beyond what is included in the CAP, please explain.



Step 4: Additional Questions

1. Please provide a statement indicating the manner in which the project will meet sustainability goals and polices contained in the City's General Plan and Climate Action Plan. Examples of measures that may be utilized include, renewable energy, cross ventilation, operable windows, efficient heating and cooling systems, window awnings, light roofs, electric vehicle charging infrastructure, secure bicycle parking, and other measures.

The project will meet or exceed all 2019 building code requirements and Title 24 requiremenst for new residential construction. This includes, but is not limited to, solar panels, energy efficient lighting, HVAC system, appliances and efficient water fixtures. Operable windows will be installed to allow for cross ventilation and infrastructure will be installed for the use of electrical automobile charging.

2. Urban development and increases in paved surfaces can increase the heat island effect resulting in an urban area that is significantly warmer than surrounding rural areas. Please provide a statement summarizing the measures that have been taken to reduce heat related concerns. Examples may include: covered and shaded walkways, extensive tree canopy, awnings or other shade structures, outdoor rooms or courtyards, indoor ceiling fans, and other measures.

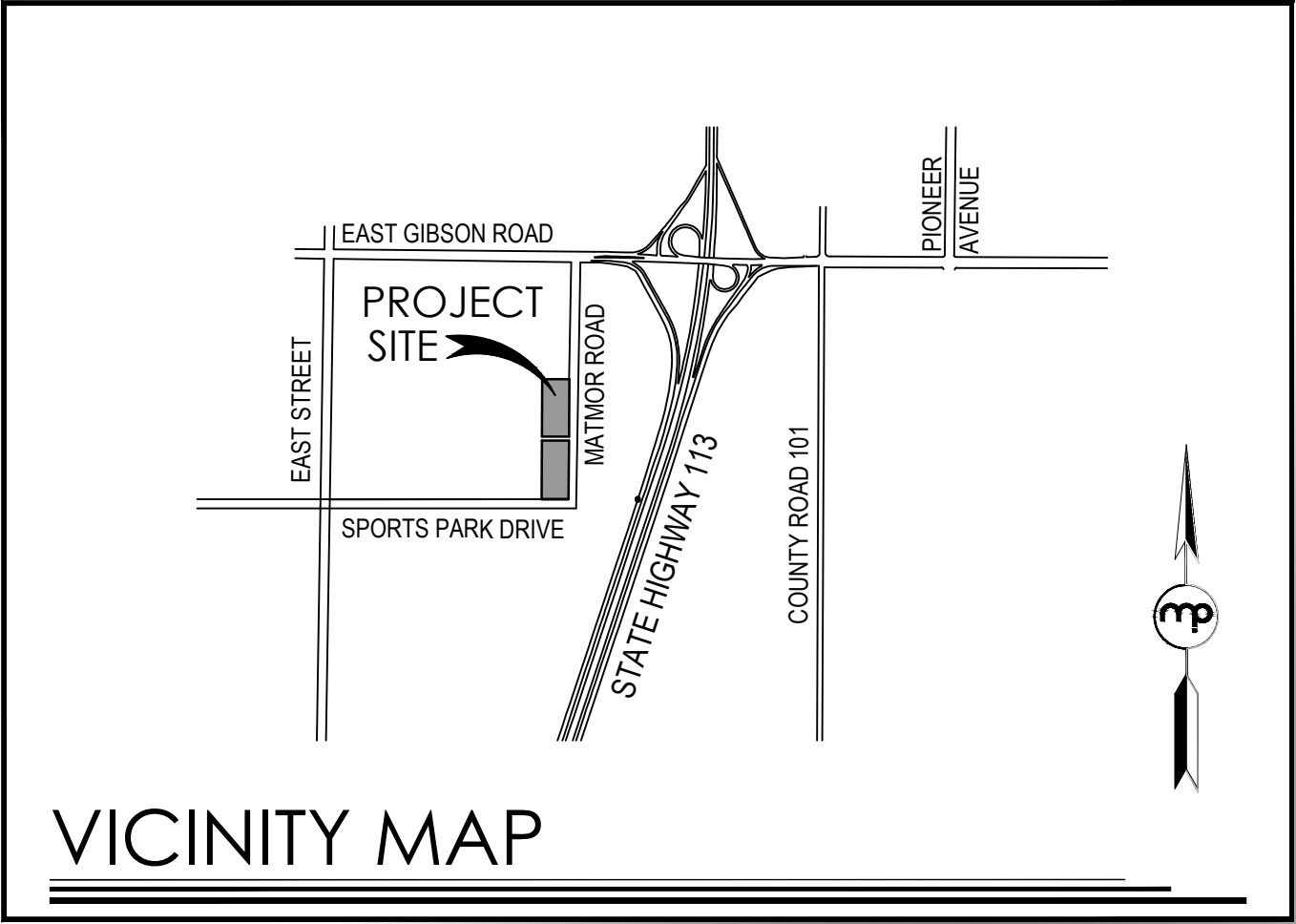
The project includes substantial plantings. Large street trees are provided to for shading at sidewalks and street parking. Within the community, trees will be planted to provide shading within internal walkways, at guest parking locations, and at homes.



Step 5: Certification

I hereby certify that the statements furnished herein and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability and that the facts, statements and information presented are true and correct to the best of my knowledge.

Signature:  Date: 6/30/2020



PARKSIDE - 3

CONTEXTUAL MAP - ALT A

SHEET 1 of 1
AUGUST 11, 2020

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
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Drawn: 1/20/2018 10:05:50 AM PARKSIDE WOODLAND CHRISTIAN SCHOOL PROJECT SITE ALT A.DWG | Saved: 03/08/19 10:47 am RG0008RCH

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND ADOPTING CEQA EIR ADDENDUM #18 TO THE TURN
OF THE CENTURY EIR**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on November 15, 2016, the City Council held a noticed public hearing to consider the proposed EIR Addendum #15 for the purposes of amending the Spring Lake Specific Plan based on a request by Vacaville Land Investors, LLC, to rezone portions of the Oyang South project site; and

WHEREAS, on July 2, 2019, the City Council held a noticed public hearing to consider the proposed EIR Addendum #16 for the purposes of amending the Spring Lake Specific Plan based on a request by Darkhorse Estates, LLC, to rezone portions of the of the Merritt Ranch (Merritt 3/8) Project Site; and

WHEREAS, on October 5, 2019, the City Council held a noticed public hearing to consider the proposed EIR Addendum #17 for the purposes of amending the Spring Lake Specific Plan based on a request by Pioneer-Woodland, LLC, to rezone portions of the of the Pioneer Village (Merritt 5/8) Project Site; and

WHEREAS, on September 1, 2020, the City Council held a noticed public hearing to consider the proposed EIR Addendum #18 for the purposes of amending the Spring Lake Specific Plan based on a request by Lennar Homes, to rezone a 3.5 acre infill parcel from R-8 to R-15.

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

Section 1. Affirms that EIR Addendum #18 is hereby included (Exhibit “A1”) in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.

Section 2. Affirms that EIR Addendum #18 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.

Section 3. Adopts EIR Addendum #18 dated July 2020, as attached.

PASSED AND ADOPTED by the City Council on _____, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit A1 - Parkside 3 CEQA EIR Addendum #18

CEQA ADDENDUM

TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

CERTIFIED AUGUST 15, 2000
(SCH# 1999022069)

FOR THE PARKSIDE 3 PROJECT

PREPARED FOR
THE CITY OF WOODLAND



JULY 2020

PREPARED BY



1501 SPORTS DRIVE, SUITE A, SACRAMENTO, CA 95834

ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE PARKSIDE 3 PROJECT

CEQA Requirements

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

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

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

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

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

Background

The City of Woodland is seeking to appropriately document the changes that have been proposed for the Spring Lake Specific Plan (SLSP) and General Plan for the Parkside 3 Project (proposed project) as the proposed project relates to the TOCSP EIR. The SLSP, which was originally titled the TOCSP, combines elements of the General Plan and Zoning Ordinance into a single document tailored to the SLSP area and establishes specific development policies, land use designations, development regulations, and design standards for development of the SLSP area. The TOCSP EIR

included the evaluation of buildout of the SLSP, which would consist of 1,097 acres located primarily south of Gibson Road and east of State Route (SR) 113. Buildout of the SLSP as approved would include approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

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

Project Description

The project site consists of two parcels totaling 7.3 acres located east of Matmor Road, generally between Tyler Drive to the north and Sports Park Drive to the south. The proposed project includes a General Plan Amendment for the southern parcel from Low Density Residential (LD) to Medium Density Residential (MD). In addition, the applicant is requesting a SLSP Amendment to change the southern parcel from Multi-Family Residential R-8 to Multi-Family Residential R-15. The proposed project includes a tentative map that subdivides the site into 98 lots that would be developed with 98 small-lot detached residential units for an overall gross density of 13.4 dwelling units per acre (du/ac).

The project site is located within Neighborhood E of the SLSP area. Neighborhood E includes 251 acres for residential development at an average density of 6.1 du/ac for a total of 1,533 anticipated residential units.

For the proposed project, the northern parcel, identified as APN 041-231-028, is designated MD by the City's General Plan and R-15 in the SLSP. The MD General Plan designation allows for a density of 8.1-19.9 du/ac and the R-15 SLSP designation allows for a maximum density of 15 du/ac. The proposed subdivision of the 3.71-acre northern parcel into 50 lots would result in a density of 13.5 du/ac, which is consistent with the General Plan and SLSP designations.

The southern parcel, identified by APN 041-243-002, is designated LD by the City's General Plan and R-8 in the SLSP. The LD General Plan designation allows for a density of 1.0-8.0 du/ac and the R-8 SLSP designation allows for a maximum density of 8 du/ac. The proposed subdivision of the 3.51-acre southern parcel into 48 lots would result in a density of 13.7 du/ac, which is inconsistent with the density of development allowed for the site under the current General Plan and SLSP designations. As such, a General Plan Amendment and SLSP Amendment would be required to change the designation of the southern parcel from LD to MD and from R-8 to R-15, respectively.

The proposed project would result in development of 98 units within the project site, which would be 21 more units than the 77 units that were previously anticipated for the site under past tentative

mapping for the project site. As discussed throughout this addendum, the increase of 21 units within the project site would not be expected to lead to a significant increase in any environmental impacts.

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

In addition, the proposed project includes the request for approval of a Tentative Subdivision Map, Design Review, and a Development Agreement for the proposed residential development. The Development Agreement would be between the City and the Developer, Lennar Homes.

Site Design

The proposed tentative map includes 98 residential lots within the two-parcel project site (see Figure 1). The proposed project would provide for pedestrian access to all surrounding roadways by way of connections to existing sidewalks along Matmor Road, Hadley Drive, and Sports Park Drive in addition to sidewalks along the proposed internal circulation throughout the project site (see Figure 2). Notably, the project design focuses on a 19-foot central north/south pathway that runs the entire length of the project site. The central pathway would include common area landscaping, internal sidewalks for pedestrian connectivity, and access to alleyways with guest parking stalls at both ends of the northern and southern project parcels. Additional “cross” pathways would be included between the eastern and western alleyways of the project to provide visual and pedestrian relief to the central pathway, as well as provide enhanced east/west project pedestrian connectivity.

In response to public comment, the project has been designed to include on-site guest parking in excess of City standards. Overall, the project would include 49 guest parking spaces equaling approximately 0.5 guest space per unit, which are in addition to the two parking spaces included in each unit, for a sitewide parking ratio of 2.5 spaces per unit. A total of five vehicle access points are proposed, two from Matmor Road, two from Hadley Drive, and one from Sports Park Drive.

Utilities

Water service to the proposed residences would be provided through connections to existing 12-inch water mains bordering the project site along Sports Park Drive to the south and Matmor Road to the east, as well as an existing eight-inch water main within Hadley Drive. New water mains, water laterals, and water meters would be required to connect the proposed residences with the aforementioned existing infrastructure. In addition, sanitary sewer connection is available through existing eight-inch sewer stubs in Hadley Drive and a ten-inch sewer main in Sports Park Drive. The project would include connection to the existing stubs within Hadley Drive.

Figure 1
Tentative Subdivision Map

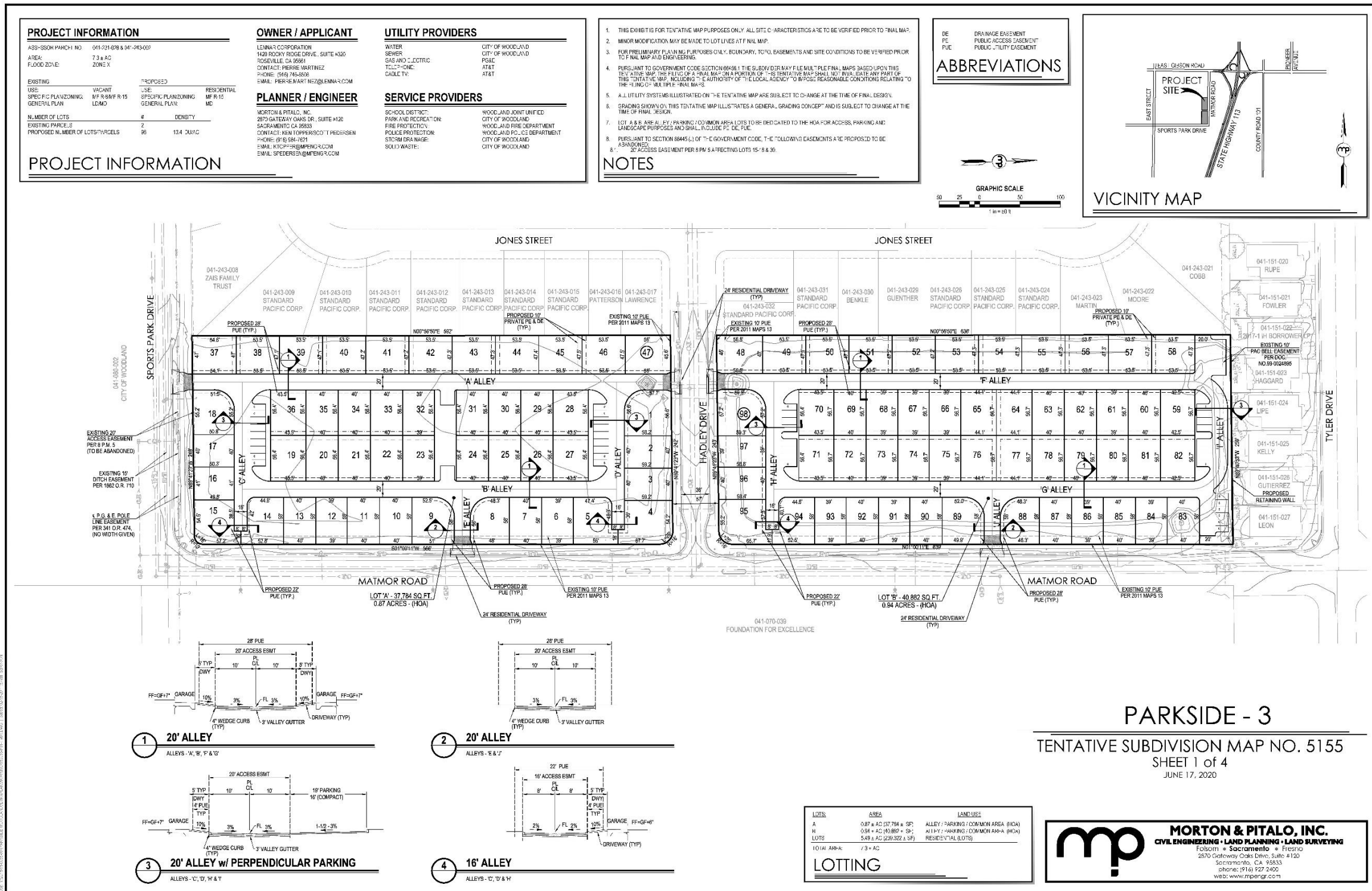


Figure 2
Preliminary Landscape Plan

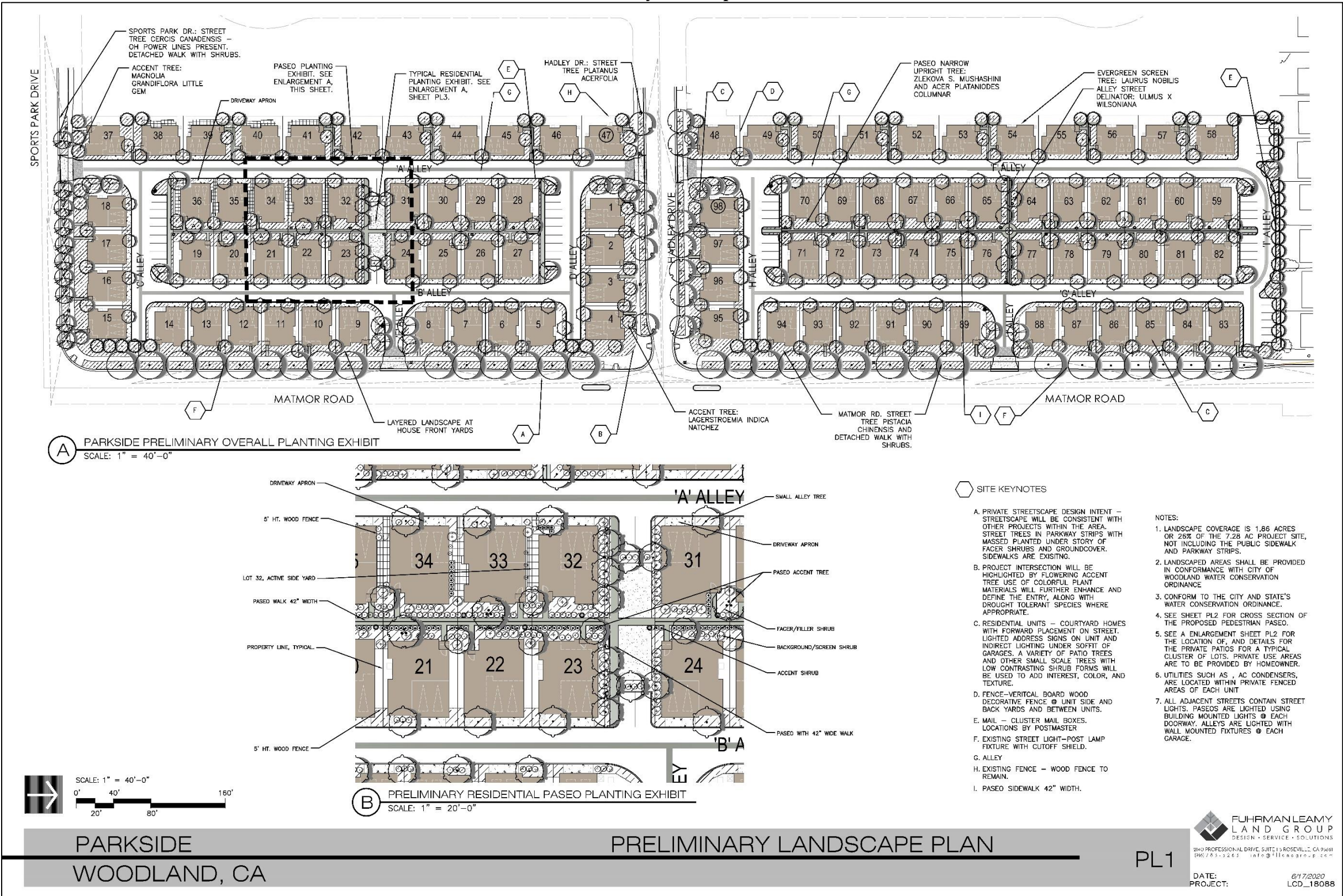
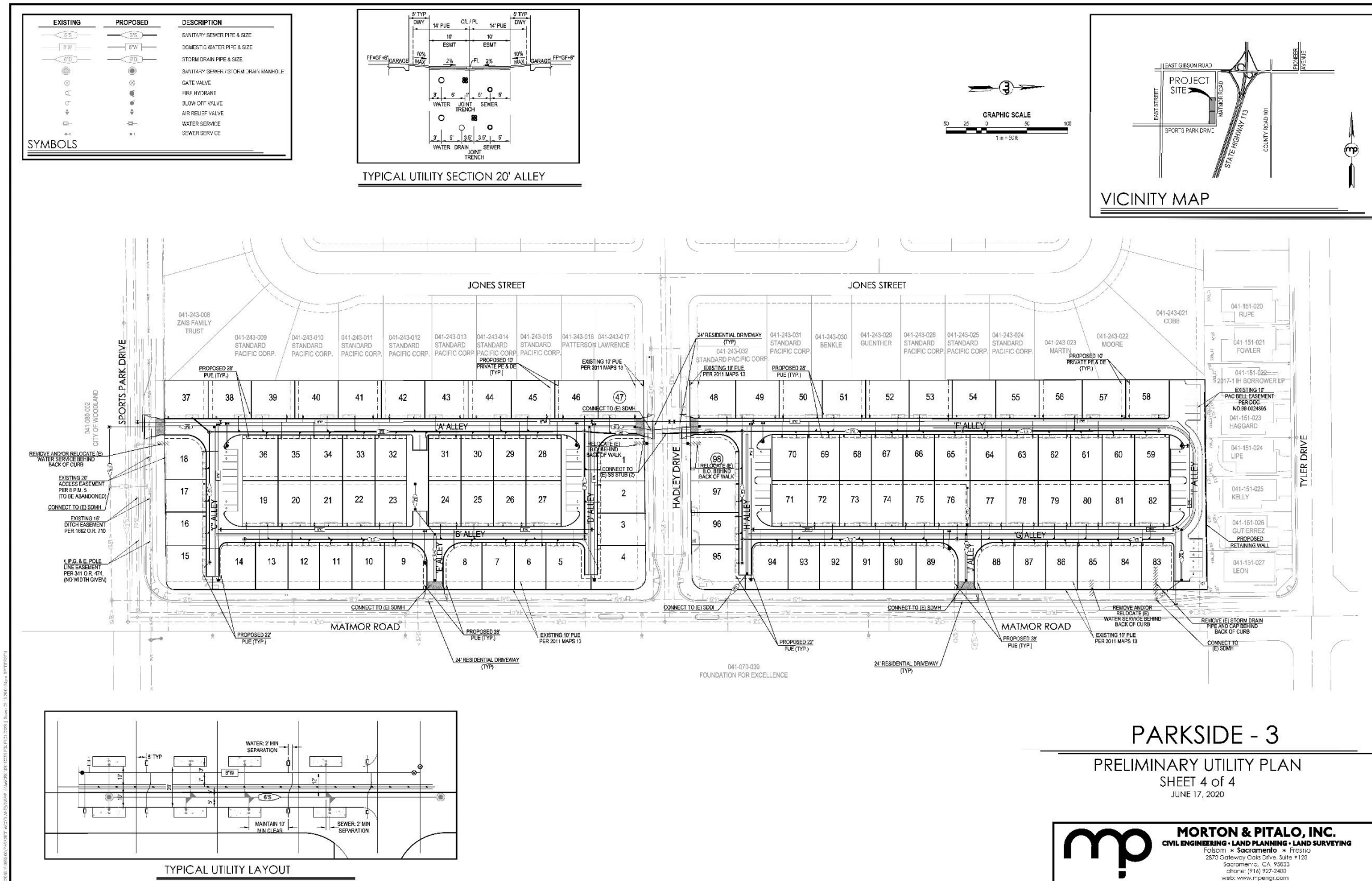


Figure 3
Preliminary Utility Plan



Stormwater runoff from the proposed impervious surfaces would be collected by a new system of concrete valley gutters and drainage inlets that would be centered on alley roads within the project site. Collected stormwater would be directed to existing 24-inch reinforced concrete mains in Matmor Road, Hadley Drive, and Sports Park Drive. Other storm drain improvements would include the conversion of the ditch located east of Sports Park Drive, between Matmor Road and SR 113, to a piped system. Stormwater treatment would be provided by the existing Spring Lake storm drainage system.

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

- General Plan Amendment;
- Spring Lake Specific Plan Amendment;
- Approval of a Tentative Subdivision Map;
- Planned Development Overlay
- Approval of a Development Agreement; and
- Design Review.

Determination

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

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

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

In review of the proposed project, staff has concluded that the project does not represent a substantive change in the approval of the SLSP as analyzed under the TOCSP EIR. Similarly, all impacts and standards of significance described in the TOCSP EIR are applicable to the proposed

project. Mitigation measures adopted with the TOCSP EIR would likewise apply. None of the significant environmental impacts identified above and in the TOCSP EIR are worsened due to the land use changes which would increase residential development by 21 units as part of the proposed project.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:	In conjunction with the approval of requested entitlements, the proposed project includes a request for adoption of an Addendum to the TOCSP EIR. The TOCSP EIR evaluated buildout of the project site with a maximum of 81 residential units. Although, the project includes re-designation of the southern site parcel to allow for higher densities and would result in the development of 98 residential dwelling units, the increase of 17 total units would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.
(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;	The proposed land use changes to the SLSP would include changes to the residential density of a single parcel within the SLSP area. Proposed changes would include re-designation of the southern 3.51 acre project parcel from R-8 to R-15 and from LD to MD. The result of the proposed re-designation would be an overall reduction in the amount of area designated as R-8 in the SLSP and an increase in the number of units developed on the site from a previously allowed maximum of 77 units to a proposed 98 units. The TOCSP EIR, assumed 81 units for the two parcels, based on estimated acreages. Consequently, the project includes approximately 17 more units more units than anticipated by the SLSP and previously analyzed in the TOCSP EIR in this area. It is noted that during the recession several R-15 parcels of land in the greater SLSP area were down zoned from R-15 and R-20 to R-8. As previously evaluated, project analysis evaluates possible impacts to the following: air quality; biological resources; cultural resources; water, sewage, and drainage facilities; schools; parks; and transportation. Such potential impacts are analyzed in the following sections. Air Quality The City of Woodland is located within the Sacramento Valley Air Basin (SVAB) and under the jurisdiction of the Yolo-Solano Air Quality Management District (YSAQMD). The federal Clean Air Act (CAA) and the California Clean Air Act (CCAA) require that federal and State ambient air quality standards (AAQS) be established, respectively, for six common air

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	pollutants, known as criteria pollutants. The SVAB is designated nonattainment for the federal particulate matter 2.5 microns in diameter (PM_{2.5}) and the State particulate matter 10 microns in diameter (PM₁₀) standards, as well as for both the federal and State ozone standards. The CAA requires each state to prepare an air quality control plan referred to as a State Implementation Plan (SIP). The SIPs are modified periodically to reflect the latest emissions inventories, planning documents, and rules and regulations of the air basins, as reported by their jurisdictional agencies. Due to the nonattainment designations, YSAQMD, along with the other air districts in the SVAB region, periodically prepares and updates air quality plans that provide emission reduction strategies to achieve attainment of the federal AAQS, including control strategies to reduce air pollutant emissions via regulations, incentive programs, public education, and partnerships with other agencies. General conformity requirements of the SIP include whether a project would cause or contribute to new violations of any federal AAQS, increase the frequency or severity of an existing violation of any federal AAQS, or delay timely attainment of any federal AAQS. In addition, a project would be considered to conflict with, or obstruct implementation of, an applicable air quality plan if the project would be inconsistent with the emissions inventories contained in the air quality plan. Emission inventories are developed based on projected increases in population, employment, regional vehicle miles traveled (VMT), and associated area sources within the region, which are based on regional projections that are, in turn, based on General Plans and zoning designations for the region. Due to the nonattainment designations of the area, YSAQMD has developed plans to attain the State and Federal standards for ozone and particulate matter. The plans include the 2013 Ozone Attainment Plan, the PM_{2.5} Implementation/Maintenance Plan, and the 2012 Triennial Assessment and Plan Update. Adopted YSAQMD rules and regulations, as well as the thresholds of significance, have been developed with the intent to ensure continued attainment of AAQS, or to work towards attainment of AAQS for which the area is currently designated nonattainment, consistent with applicable air quality plans. Thus, by exceeding the YSAQMD's mass emission thresholds for operational or construction emissions of ROG, NO_x, or PM₁₀, a project would be considered to conflict with or obstruct implementation of the YSAQMD's air quality planning efforts. The YSAQMD mass emission thresholds for operational and construction emissions are shown in Table 1 below.

Comparison of 15162 CEQA Requirements and Project

CEQA Requirement (Section 15162)	Relationship to Request															
	<table><tr><th colspan="3">Table 1 YSAQMD Thresholds of Significance</th></tr><tr><th>Pollutant</th><th>Construction Thresholds</th><th>Operational Thresholds</th></tr><tr><td>ROG</td><td>10 tons/yr</td><td>10 tons/yr</td></tr><tr><td>NO_x</td><td>10 tons/yr</td><td>10 tons/yr</td></tr><tr><td>PM₁₀</td><td>80 lbs/day</td><td>80 lbs/day</td></tr></table> <i>Source: YSAQMD. Handbook for Assessing and Mitigating Air Quality Impacts. July 11, 2007.</i> To assess the proposed project’s potential impacts related to construction and operational emissions of the pollutants presented in Table 1 relative to the impacts of what has been previously approved for the project site, construction and operational emissions were estimated using the California Emissions Estimator Model (CalEEMod) for the proposed project and what has been previously approved for the site in the TOCSP EIR and SLSP. It should be noted that, historically, electricity and natural gas supplies to the City of Woodland have been supplied by PG&E. However, on April 18, 2017, the Woodland CCE Technical Advisory Committee approved the Joint Exercise of Powers Agreement with Yolo County to form the Valley Clean Energy Alliance, now referred to as Valley Clean Energy (VCE). The resolution led to the formation of the VCE Joint Powers Authority. Beginning in June 2018, the VCE began serving the electricity needs of the cities of Woodland and Davis, as well as unincorporated areas of Yolo County. Customers within the participating areas have the opportunity to continue receiving service from PG&E or to receive energy from VCE. VCE plans to provide energy with a higher renewable content and lower associated GHG emissions than PG&E. While VCE supplies the energy for customers enrolled in the VCE program, VCE electricity is transmitted through PG&E owned and operated distribution and power lines. PG&E will continue to provide natural gas supplies to the City. As such, the project emissions modeling for this Addendum relies on RPS calculations from PG&E to calculate total project emissions. The previously approved project (2005) would have resulted in construction of a maximum of 77 residences within the 7.3-acre project site. Although the construction schedule modeled for	Table 1 YSAQMD Thresholds of Significance			Pollutant	Construction Thresholds	Operational Thresholds	ROG	10 tons/yr	10 tons/yr	NO _x	10 tons/yr	10 tons/yr	PM ₁₀	80 lbs/day	80 lbs/day
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Comparison of 15162 CEQA Requirements and Project

CEQA Requirement (Section 15162)	Relationship to Request																																																												
	the previously approved project is speculative, because the approved project would result in the same disturbance area as the proposed project, the same construction schedule was used to model both projects. The previously approved project’s estimated construction and operational emissions are presented in Table 2 below. As shown in the table, the previously approved project would result in construction and operational emissions of TOG, NO_x and PM₁₀ below the applicable YSAQMD thresholds of significance. <table><tr><th colspan="5">Table 2 Maximum Project Construction and Operational Emissions – Previously Approved Project</th></tr><tr><th>Pollutant</th><th>Construction Thresholds</th><th>Construction Emissions</th><th>Operational Thresholds</th><th>Operational Emissions</th></tr><tr><td>ROG</td><td>10 tons/yr</td><td>0.58 tons/yr</td><td>10 tons/yr</td><td>4.93 tons/yr</td></tr><tr><td>NO_x</td><td>10 tons/yr</td><td>2.33 tons/yr</td><td>10 tons/yr</td><td>1.54 tons/yr</td></tr><tr><td>PM₁₀</td><td>80 lbs/day</td><td>20.39 lbs/day</td><td>80 lbs/day</td><td>21.73 lbs/day</td></tr><tr><td colspan="5">Source: YSAQMD. CalEEMod, July 2020 (See Appendix)</td></tr></table> The proposed project would include the construction of 98 small-lot detached residences within the 7.3-acre project site. Table 3 below presents the proposed project’s estimated construction and operational emissions. As shown in the table, the proposed project would result in construction and operational emissions of ROG, NO_x, and PM₁₀ below the applicable YSAQMD thresholds of significance. <table><tr><th colspan="5">Table 3 Maximum Project Construction and Operational Emissions – Proposed Project</th></tr><tr><th>Pollutant</th><th>Construction Thresholds</th><th>Construction Emissions</th><th>Operational Thresholds</th><th>Operational Emissions</th></tr><tr><td>ROG</td><td>10 tons/yr</td><td>0.83 tons/yr</td><td>10 tons/yr</td><td>2.00 tons/yr</td></tr><tr><td>NO_x</td><td>10 tons/yr</td><td>2.35 tons/yr</td><td>10 tons/yr</td><td>1.66 tons/yr</td></tr><tr><td>PM₁₀</td><td>80 lbs/day</td><td>20.46 lbs/day</td><td>80 lbs/day</td><td>38.16 lbs/day</td></tr><tr><td colspan="5">Source: YSAQMD. CalEEMod, July 2020 (See Appendix)</td></tr></table> Based on the information presented above, the proposed project would result in similar construction and operational emissions as what has been previously approved for the project	Table 2 Maximum Project Construction and Operational Emissions – Previously Approved Project					Pollutant	Construction Thresholds	Construction Emissions	Operational Thresholds	Operational Emissions	ROG	10 tons/yr	0.58 tons/yr	10 tons/yr	4.93 tons/yr	NO _x	10 tons/yr	2.33 tons/yr	10 tons/yr	1.54 tons/yr	PM ₁₀	80 lbs/day	20.39 lbs/day	80 lbs/day	21.73 lbs/day	Source: YSAQMD. CalEEMod, July 2020 (See Appendix)					Table 3 Maximum Project Construction and Operational Emissions – Proposed Project					Pollutant	Construction Thresholds	Construction Emissions	Operational Thresholds	Operational Emissions	ROG	10 tons/yr	0.83 tons/yr	10 tons/yr	2.00 tons/yr	NO _x	10 tons/yr	2.35 tons/yr	10 tons/yr	1.66 tons/yr	PM ₁₀	80 lbs/day	20.46 lbs/day	80 lbs/day	38.16 lbs/day	Source: YSAQMD. CalEEMod, July 2020 (See Appendix)				
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Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	site by the SLSP. In addition, the proposed project's construction and operational emissions would remain below all applicable YSAQMD thresholds, and the mitigation applied by the TOCSP EIR would still apply to the proposed project. As a result, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts. Biological Resources A Jurisdictional Delineation and Special-Status Species Evaluation for the project site was prepared for the City of Woodland by Gibson & Skordal, LLC in December 2003.¹ In order to delineate potential waters and wetlands within the project site as well as conduct an evaluation of special-status species and their habitats, field studies were conducted on November 5, 2003. At the time when the evaluation was prepared, the project site was surrounded by residential development to the north, a school site and access road to the east, and disked cropland to the south and west. The site evaluation performed by Gibson & Skordall determined that waters or wetlands subject to regulation by the United States Army Corps of Engineers (USACE) did not occur within the project site. In addition, an on-site drainage ditch was determined not to have any current or historical connection with a surface tributary system. A total of 22 special-status animal species were evaluated for their potential to occur on site; however, only eight species, including Swainson's hawk, western snowy plover, giant garter snake, valley elderberry longhorn beetle, Conservancy fairy shrimp, vernal pool fairy shrimp, vernal pool tadpole shrimp, and palmate-bracted bird's beak were listed as Feder and/or State listed threatened and/or endangered species. The evaluation performed by Gibson & Skordal determined that the project site could provide suitable foraging habitat for a variety of special-status raptors including Swainson's hawk, white-tailed kite, Cooper's hawk, sharp-skinned hawk, northern harrier, and burrowing owl. In addition, marginal nesting habitat for burrowing owls was determined that be present on-site although evidence was not observed of nesting activity at the time, and the on-site drainage ditch was determined to provide marginal nesting habitat for tricolored blackbird.

¹ Gibson & Skordall, LLC. *Jurisdictional Delineation and Special Status Species Evaluation*. December 2003.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	Special-status plant species identified on the California Natural Diversity Database (CNDDDB) as occurring in the Grays Bend and/or Woodland quadrangles included alkali milk-vetch (<i>Astragalus tener</i> var. <i>tener</i>), brittlescale (<i>Atriplex depressa</i>), San Joaquin saltbrush (<i>Atriplex joaquiniana</i>), palmate-bracted bird's beak (<i>Cordylanthus palmatus</i>), and Heckard's pepper-grass (<i>Lepidium latipes</i> var. <i>heckardii</i>). The evaluation performed by Gibson & Skordall determined that the absence of suitable wetlands or other aquatic habitats precluded the potential for the all of above plant species to occur on the site with the exception of Heckard's pepper-grass, which has a low suitability to occur along the southern boundary of the project site in the disturbed grassland. For the proposed project, an updated CNDDDB query for the Grays Bend and Woodland quadrangles was conducted to determine the presence of special-status plant and wildlife species on the project site since the 2003 Gibson & Skordall evaluation. Based on the results of the updated CNDDDB query, a total of 25 special-status plant and animal species were identified as occurring within the Grays bend and/or Woodland quadrangles. Since the 2003 evaluation by Gibson & Skordall, the project site has been graded and is currently vacant. As such, of the eight special-status plant species identified in the updated CNDDDB query, were dismissed from further consideration as the project site lacks suitable habitat. The project site could still provide suitable foraging habitat for Swainson's hawk, white-tailed kite, Cooper's hawk, sharp-skinned hawk, northern harrier, and burrowing owl. Swainson's hawks have been reported within a one-mile radius of the project site; however, incidences of Swainson's hawk within the project site have not been reported in CNDDDB. Based on the above, potential impacts to the aforementioned special-status bird and raptor species were anticipated by the TOCSP EIR and the mitigations applied by the TOCSP EIR would still apply to the proposed project. The proposed project would not result in any new impacts to special-status plant or wildlife species relative to what was analyzed in the TOCSP EIR. Because the project site was included in the SLSP and the TOCSP EIR, and the proposed project would result in same area of disturbance through development of the project site as anticipated in the SLSP, any impacts to Biological Resources resulting from the proposed project would have been included in the TOCSP EIR. Further, the project site previously mitigated in accordance with the SLSP TOC EIR though purchase of Agricultural and

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	Swainson Hawk mitigation credits. A Swinson Hwk and Agricultural mitigation agreement with the Merritt Ranch Conservation Easement was recorded November 27, 2006 for the original Siervers/Prudler subdivision, TSM 4793, for which the project site in question was included. As a result, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Biological Resources. Cultural Resources A 2004 Cultural Resources Assessment for the project site area prepared by Peak & Associates, Inc. included searches of the California Historical Resources Information System's (CHRIS) Northwest Information Center (NWIC), the Native American Heritage Commission's (NAHC) Sacred Lands File, and historic maps of the area in order to determine whether any previous historic sites or Native American resources existed within the project site. The results of the CHRIS search indicated that historic or prehistoric cultural resources had not been recorded within the project area; however, an adjacent residence was recorded by the City of Woodland in 1982. The results of the Sacred Lands File search similarly indicated that prehistoric or Native American resources were not reported to exist in the project site. Review of historic maps further indicated that previous structures had not existed on the project site. In addition to the above records searches and review of historic maps, a field survey of the project area was conducted by Robert Gerry on December 20, 2003. During the field survey, the entire project site was walked over on parallel transects no more than 25 feet apart. The results of the field survey did not show any evidence of prehistoric or historic cultural resources. It should be noted that grading of the project site has been conducted since the original field surveys, and the original conclusions of the field survey are anticipated to remain accurate. Nonetheless, new searches of the CHRIS and NAHC Sacred Lands File were conducted in order to determine if new historic, cultural, or tribal cultural resources had been reported within the project site since the previous searches and site survey. The results of the updated CHRIS search indicated that the project area does not contain any recorded archeological resources. The results of the updated Sacred Lands File search similarly indicated that the project site does not contain any known cultural or tribal cultural resources.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	Because the project site was included in the SLSP and the TOCSP EIR, and the proposed project would result in similar anticipated site disturbance through development of the project site as anticipated in the SLSP, any impacts to Cultural Resources resulting from the proposed project would have been included in the TOCSP EIR and mitigation included in the TOCSP EIR would still apply to the proposed project. In addition, a comparison of search results from the NWIC and the NAHC Sacred Lands File indicated that the project site does not contain any recorded historic or prehistoric cultural or tribal cultural resources. As a result, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Cultural Resources. Water, Sewer, and Drainage City of Woodland is a partner in the Woodland Davis Clean Water Agency. Water service to the proposed residences would be provided through connections to existing 12-inch water mains bordering the project site along Sports Park Drive to the south and Matmor Road to the east, as well as an existing eight-inch water main within Hadley Drive. Major connections to the eight-inch water main in Hadley Road would be made within Alley 'A' and Alley 'F,' as depicted in Figure 3. Infrastructure within Alley 'A' in the southern parcel would provide water connections to the 12-inch water main in Sports Park Drive, while access to the 12-inch water main in Matmor Road would be made within Alley 'F' in the southern parcel and within Alleys 'H,' 'J,' and 'I' in the northern parcel. Development of the project site with 77 residential units, and the resultant increase in water demand, was included as part of estimated demand for the area. Although the proposed project would include 21 more units (98 units total), the increase in water demand would likely be equal to or less than what was anticipated for the project site by the TOCSP EIR because higher density residential land uses typically consume less water per dwelling unit than lower density residential units, and modern building codes require more stringent water efficiency standards to be met in new residences. While the project would require the development of additional water supply connections, the proposed infrastructure would only serve to replace existing water main bisects provided by previous phases of Parkside development and would not exceed water infrastructure demands previously anticipated by the TOCSP EIR. As a result, the proposed project would not be considered a

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to water supplies. Sewer collection for the project area is planned to include connection to an eight-inch sewer line in Hadley Drive. Additional eight-inch sewer lines exist along Sports Park Drive. Buildout of the project site was anticipated to include 77 residences and the TOCSP EIR determined that implementation of Mitigation Measure 4.13-9, which requires applicants to demonstrate that WWTP treatment capacity is adequate to serve the flows generated by new development covered by the tentative map prior to approval of each tentative map would ensure that wastewater treatment capacity is adequate. Thus, the proposed project would be required to implement all mitigation measures from the TOCSP EIR and the increase of 21 units associated with the proposed project would not exceed the capacity of the existing sewer infrastructure. The proposed project would not require upsizing of any sewer pipes or sewer treatment facilities beyond those anticipated in the SLSP and TOCSP EIR, and would not create new or significantly more severe environmental impacts. The proposed project would involve construction of connections to storm drain infrastructure in Hadley Road between the two project site parcels and existing reinforced concrete mains in Matmor Road and Sports Park Drive. A new system of concrete valley gutters and drainage inlets centered on the alley roads would channel collected stormwater to new water infrastructure, including new 12-inch storm drains connecting to the existing 24-inch storm drain in Hadley Road. The proposed project involves development within the SLSP area with similar residential land uses as analyzed in the TOCSP EIR. Therefore, the proposed project would include development of impervious surfaces over a similar area as approved in the SLSP, which would result in amounts of runoff equal to what was anticipated by the TOCSP EIR. The proposed project would include connection to the existing Spring Lake drainage infrastructure and pay fair share of fees for the installation of the Spring Lake storm drainage system would be paid by the project proponent, consistent with Section 4.4-1 of the TOCSP EIR. Because the proposed project would generate similar amounts of runoff as anticipated by the TOCSP EIR, and the proposed project would not be expected create new or significantly more severe environmental impacts related to drainage. Schools

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	As noted above, the project would introduce 98 residential units to the project area. The 98 new residential units would also introduce new students into the area. Public facility needs, including schools, were addressed in the SLSP through the designation of land for elementary schools, one middle school and one high school. School facilities needs were estimated using buildout projections for the entire project area, which includes the proposed project. Although the proposed project would contribute to a 21-unit increase in the number of units anticipated for the project site, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and payment of the required school impact fees would reduce potential impacts on educational facilities. Therefore, the proposed project would not create new or significantly more severe environmental impacts. Parks The SLSP included public parks as an integral component of the plan. Parks were provided on a ratio of 5 acres per 1,000 population, and were meant to be the focus of the community. Although the proposed project would include 21 additional housing units, the population of the additional units would not be large enough to substantially alter the park to population ratio for the SLSP area or the City as a whole. Included in the Park Development Regulations is Regulation 5.6 which requires individual projects to pay the appropriate park development fee, and, as such, the proposed project would be required to pay such fees. The project site does not currently contain any lands designated for future park uses, and the proposed project does not include the re-designation of any parkland for non-park uses. Given the payment of park development fees and the relatively small increase in the anticipated number of units on-site, the proposed project would not result in any new or significantly more severe impacts to public parks. Transportation The TOCSP EIR included an analysis of the potential traffic impacts resulting from the SLSP. The TOCSP EIR's analysis used level of service (LOS) standards to assess the significance of potential impacts. LOS allows for studied intersections to be graded on how efficiently traffic moves through the intersection, primarily during the busiest times of day known as the Peak Hours. Because the TOCSP EIR relied on LOS standards, the proposed project would result in

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	an impact if the project degraded the LOS of nearby intersections in a new or significantly more severe way than anticipated in the TOCSP EIR. To investigate the proposed project's potential traffic impacts, a Traffic Impact Study prepared for the City of Woodland by Grandy and Associates in 2004, was used as the basis of comparison for estimating the difference in vehicle trips between what has been previously analyzed for the project site in the TOCSP EIR and the proposed project. The proposed project would result in development of the project site with 98 small-lot detached multi-family residential units, which is 21 more residential units than what was previously anticipated for the project site and 17 more than and analyzed in the TOCSP EIR. Using the Institute of Traffic Engineers (ITE) <i>Trip Generation Handbook – 10th Edition</i>, the estimated daily trip rate for multi-family low-rise housing is considered to be lower than that of single-family residences. Multi-family low-rise residential units generate approximately 7.32 vehicle trips per unit per day, while the average daily trip rate for single-family residences is approximately 9.44 vehicle trips per unit per day. Therefore, the proposed residences at the project site would produce fewer trips per unit on average. It should be noted that an additional 21 residential units beyond what was anticipated in the project traffic memo and 17 more units than anticipated in the TOCSP EIR, for a total of 98 units, would generate a project-wide vehicle trip rate of approximately 717 daily vehicle trips from the project site as a whole, as compared to the 638 daily vehicle trips that would be anticipated with development of the site with 77 units. The standard for the industry for peak hour trips is 10% of daily trips. Therefore the project will generate only 8 additional peak hour trips. The City's standard for preparing a new traffic study is if there is an increase of 50 peak hour trips. Although the proposed project would result in a net increase in vehicle trips from the site of 79 trips, the increased number of vehicle trips would be distributed throughout the day and results in minimal potential for the increased number of vehicle trips to result in impacts to the circulation network, such as increased delay at nearby intersections. Thus, an increase of approximately 79 vehicle trips per day and 8 peak hour trips would not be considered a substantial increase and would not be considered a substantial change to the SLSP or the TOCSP EIR, and mitigation included in the TOSCP EIR would still apply to the

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	proposed project. Therefore, the proposed project would not create new or significantly more severe environmental impacts relating to traffic. However, the project will incorporate traffic calming measures to reduce cut-through traffic on adjacent residential streets. The City envisions traffic calming measures such as speed humps (a total of 5 between the Washington/Tyler and Reno/Cox/Jones/Hadley corridors) and a traffic circle at the intersection of Matmor Road and Tyler Drive. Remaining CEQA Sections In addition to the impacts discussed above, the TOCSP EIR also included analyses of impacts related to Land Use and Planning; Agricultural Resources; Visual Resources and Aesthetics; and Population, Employment and Housing. The TOCSP EIR also included further analysis of impacts related to Public Health and Safety; Public Services and Facilities; and Geology and Soils. Due to the proposed project's similarity to what was anticipated for the project site by the SLSP, and the TOCSP EIR, impacts related to the listed resources are not considered to be substantially different from what was previously analyzed for development of the project site and the proposed project would not create any new or significantly more severe environmental impacts in any such resource areas. Conclusion The proposed project would develop the project site for residential uses, similar to what was anticipated by the SLSP, and analyzed in the TOCSP EIR. However, the proposed project includes a request to re-designate the project site, and would eliminate the R-8 and LD designations for the southern project parcel, while re-designating the southern project parcel to R-15 and MD. Under the proposed re-designation the project would include construction of an additional 21 units as compared to what was approved in the SLSP. The general similarity of land uses and the relatively limited number of new units proposed as part of the project would ensure that any potential impacts created by the proposed project are less than or equal to the impacts identified in the TOCSP EIR. Therefore, the proposed project does not include any changes which would create new or significantly more severe impacts than what was anticipated by the SLSP and analyzed in the TOCSP EIR. As a result, major revisions to the TOCSP EIR would not be necessary.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or	Because the proposed land uses are of a similar residential nature to the existing SLSP, and significant changes to the SLSP have not occurred, the circumstances under which the project is undertaken have not changed substantially, and would not require major revisions to the TOCSP EIR. Indeed, the most substantial change which has occurred in the project area is the continuing development activity associated with implementation of the SLSP. Because grading activities have been the only recent changes to the project site, development is expected to result in fewer environmental impacts due to the decrease in habitat value and a low likelihood of discovering cultural resources. Thus, the likelihood of new environmental impacts is not anticipated. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those analyzed in the TOCSP EIR.
(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:	All previously identified impacts in the TOCSP EIR would occur with implementation of the proposed project. The SLSP and the TOCSP EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the SLSP and SLSP Mitigation and Monitoring Plan. The studies above do not contain any new information of substantial importance, which could have affected the determination of impacts in the TOCSP EIR. GHG Emissions GHG emissions were not directly addressed in the SLSP, or the TOCSP EIR. However, potential impacts related to GHG emissions do not constitute “new information” as defined by CEQA, as GHG emissions were known as potential environmental issues before 1999.² The overall area of disturbance anticipated for buildout of the project site by the SLSP would not be modified by the proposed project. Therefore, construction related GHG emissions would be consistent with emissions anticipated in the SLSP. Since the SLSP was approved, a number of regulations with the purpose of, or with an underlying goal of, reducing GHG emissions have been enacted, such as the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code. For instance, according to the California Energy Commission, the 2019 Building Energy Efficiency Standards are anticipated

² As explained in a series of cases, most recently in *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4th 1301. Also see, *Citizens of Responsible Equitable Development v. City of San Diego* (2011) 196 Cal.App.4th 515.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	to result in seven percent less energy consumption for residential buildings over the previous 2016 energy standards.³ Such regulations have become increasingly stringent since the SLSP was adopted and would result in less intense GHG emissions related to energy use as compared to an identical project built under the building codes in place at the time of approval of the SLSP. The proposed project would be required to comply with all currently applicable regulations associated with GHG emissions, including the CALGreen Code and California Building Energy Efficiency Standards Code. In addition, the proposed project is consistent with the City's Climate Action Plan (CAP), adopted in 2017, and is generally consistent with the requirements included in the CAP Checklist (see Appendix A). For instance, CAP Strategy T/LU-4 promotes alternative transportation methods to reduce citywide VMT; CAP Strategy T/LU-2 supports Infill Development projects by encouraging residential uses in proximity to existing development; and CAP Strategy E-6 encourages the use of renewable energy in all new residential developments. The proposed project would comply with all three measures by providing on-site sidewalks and bicycle paths to connect with nearby schools, recreational spaces, and nearby commercial development. In addition, the project would be required to provide 100 percent on-site renewable energy by way of solar panels on all proposed residences, per the 2019 CALGreen building standards. Compliance with the aforementioned local and statewide renewable energy regulations would ensure that the proposed project results in no new or more severe impacts related to greenhouse gasses than previously analyzed in the TOCSP EIR. Energy Energy-related impacts were not directly addressed in the TOCSP EIR as Appendix G of the CEQA Guidelines did not require such analysis at the time of adoption of the TOCSP EIR. As mentioned previously, the proposed project would be required to comply with all energy efficiency standards set forth by the 2019 CALGreen code, the California Building Standards Code, and the City of Woodland CAP, including the installation of solar panels on all new residences to meet 100 percent of future residents' electricity needs. The proposed project

³ California Energy Commission. 2019 Building Energy Efficiency Standards. March 2018.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	would also include buildings with operable windows placed for cross-ventilation and energy-efficient HVAC systems to decrease energy use and increase reliance on natural heating, cooling, and ventilation, as is described in the CAP Checklist completed for the proposed project (see Appendix A). The proposed project would also be held to the standards set forth by the City of Woodland General Plan, which provides a number of energy-reducing policies required of new developments. Notably, Policy 2.C.4 of the General Plan encourages and incentivizes new buildings to be constructed in a way such that "...[buildings] consume less energy, water, and other resources; allow natural ventilation; use daylight effectively; reduce stormwater runoff; and facilitate the use of clean energy whenever possible." As the proposed project would be required to comply with local and statewide renewable energy regulations, including the aforementioned use of solar panels to meet 100 percent of future electricity needs on-site, the proposed project would not result in wasteful or inefficient use of energy nor would the proposed project conflict with any plans for renewable energy generation. Wildfire Wildfire-related impacts were not directly addressed in the TOCSP EIR as Appendix G of the CEQA Guidelines did not require such analysis at the time of adoption of the TOCSP EIR. The proposed project would be considered infill development because the project site is bordered by existing development on its northern, western, and eastern borders. Land used primarily for managed agriculture is located along the southern border of the project site, opposite the project site across Sports Pak Drive. The potential for wildfires to occur on developed land and land used for agricultural purposes is low. Thus, the proposed project would not result in substantial risk or hazards related to wildfires. Vehicle Miles Travelled (VMT) Appendix G of the CEQA Guidelines have recently been amended to require that all new development projects include an analysis of potential impacts related to VMT. Therefore, VMT-related impacts were not directly addressed in the TOCSP EIR. Policy 2.A.6 of the City of Woodland General Plan encourages the construction of infill developments to "enhance community character, promote pedestrian- and bicycle-friendly

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	neighborhoods... and support increased transit use.” The project site is considered to be infill development because the site is located near other existing uses such as a school, recreational areas, and commercial developments. The proposed project would be connected to such uses by way of sidewalks and bicycle lanes, thus encouraging the use of alternative transportation and reducing VMT. In addition, the proposed project would be consistent with Policy 2.C.1 of the General Plan, which encourages new projects to be built in compact development patterns or at higher-development intensities for the purpose of conserving land resources, reducing vehicle trips, improving air quality, and facilitating walking, bicycling, and transit use. Because the proposed project would consist of small-lot detached multi-family residential units, the proposed project is anticipated to produce a lower relative per unit vehicle trip rate than what would occur with buildout of a portion of the site at a lower density, as was originally planned in the SLSP. As mentioned previously, multi-family low-rise residential units generate approximately 7.32 vehicle trips per unit per day, while the average daily trip rate for single-family residences is approximately 9.44 vehicle trips per unit per day. Fewer per unit vehicle trips likely also results in less per unit VMT. Therefore, the proposed residences at the project site would produce fewer trips per unit and VMT on average as compared to the residential uses envisioned for the site by the TOCSP EIR. It should be noted that because the proposed project includes development of 17 additional units (98 total) than what was originally envisioned for the project site in the TOCSP EIR, the proposed project is anticipated to generate 717 daily vehicle trips as compared to the 638 daily vehicle trips associated with original site plans. However, an increase of approximately 79 vehicle trips per day would not be considered a substantial increase. The proposed residences would generate fewer per unit vehicle trips, therefore, citywide VMT would not be anticipated to increase. Because the proposed project would not substantially increase citywide VMT and is consistent with City plans for infill development and higher-density residential uses, the proposed project would not result in any new or more severe impacts related to citywide VMT. As a result, new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time that the previous EIR was certified is not currently known, and the proposed project would result in no new or more severe impacts than previously analyzed in the TOCSP EIR.
(A) The project will have one or more significant effects not discussed in	See response under (1) above. New significant effects would not occur.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
the previous EIR or negative declaration;	
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	See response under (1) above. Significant effects will not be more severe than identified in the TOCSP EIR.
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or	The status of mitigation measures in the SLSP, and the TOCSP EIR would not change as a result of the proposed land uses changes. The Biological Assessment of the project site identified the potential of special status species, specifically Swainson's hawks, white-tailed kites, northern harriers, and burrowing owls, to use the site as foraging and nesting habitat. Impacts to raptors was considered in the TOCSP EIR, and determined to be potentially significant. Because special-status raptor species have the potential to use the site as foraging and nesting habitat mitigation measure 4.5-3 from the TOCSP EIR would still apply to the proposed project and would reduce any potential impacts to a less than significant level. Considering that all relevant mitigation measures would be applied to the proposed project, and no new mitigation measures are now feasible that would substantially reduce any previously identified significant impacts, the proposed project would not be considered a substantial change to the previously approved TOCSP EIR
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.	Mitigation measures analyzed in the TOCSP EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the TOCSP EIR are not available, because the proposed changes are not substantial.
(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the TOCSP EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the TOCSP EIR is the appropriate documentation prepared for the project.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	The SLSP was approved December 18, 2001. As discussed previously in this document the proposed project would not require a major revision of the previous EIR due to new or substantially more severe impacts. Additionally, changes in circumstances which would cause substantially more severe or new significant impacts have not occurred and new information which would change the severity of previously identified impacts is not known. As such, a new EIR would not be required.
(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE GENERAL PLAN LAND USE
DIAGRAM FOR THE PARKSIDE 3 EPROJECT**

WHEREAS, Article 5 of Chapter 3 of Division 1 of Title 7 (commencing with section 65300) of the Government Code requires the City to prepare and adopt a comprehensive, long-term General Plan for the physical development of the City; and

WHEREAS, in May of 2017, the City of Woodland (“City”) adopted its 2035 General Plan, and when applicable can be amended from time to time; and

WHEREAS, the General Plan contains the General Plan Land Use Diagram (Figure 2-5), which designates that certain real property consisting of one parcel located in the City of Woodland, California, which comprise approximately 3.5 acres and is more commonly known as Yolo County Assessor’s Parcel Number 041-243-002 (“Parkside 3 Property”) as Low Density Residential (LDR); and

WHEREAS, the applicant, CalAtlanticGroup, Inc (Lennar Corporation), filed Planning Application # PLNG 18-00070, requesting that the General Plan Land Use Diagram be amended to re-designate 3.5 acres of the Parkside 3 Property from Low Density Residential (1-8 dwelling units per acre) to Medium Density Residential (8.1 to 19 dwelling units per acre); and

WHEREAS, on August 20, 2020, the Planning Commission of the City of Woodland (“Planning Commission”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the Planning Commission; and

WHEREAS, at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted (6 Ayes and 1 No) to recommend to the City Council that the General Plan Amendment be approved; and

WHEREAS, on September 1, 2020 the City Council of the City of Woodland (“City Council”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the City Council; and

WHEREAS, at the conclusion of the public hearing before the City Council, the City Council by resolution adopted Addendum #18 to the Turn of the Century Specific Plan Environmental Impact Report for the Pioneer Village Project; and

WHEREAS, this will be the first amendment of the General Plan in the calendar year 2020; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings made in this Resolution, the City Council hereby approves the General Plan Amendment, hereby amending the General Plan Land Use Map and Land Use Designation of the Parkside 3 Project as depicted in Exhibit - GPA1, attached hereto and incorporated herein by this reference, and as follows:

a) Re-designation of the 3.5 acre, R-8/Single Family (Low Density Residential) site to R-15/Multi-family (Medium Density Residential) APN 041-243-002.

2. Based on the entire record before the City Council and all written and oral evidence presented, the City Council hereby makes the following findings:

A. The General Plan Amendment is integrated and compatible with the Land Use and Community Design Element of the General Plan in that it supports infill development and reuse of underutilized parcels in a manner compatible with the surrounding character.

B. The General Plan Amendment is integrated and compatible with the Economic Development Element of the General Plan in that it allows for economic development within the City while maintaining orderly and well-planned for steady growth to prevent urban sprawl.

C. The General Plan Amendment promotes the goals and objectives of the General Plan and each element thereof and leaves the General Plan a compatible, integrated, and internally consistent statement of policies.

3. The City Council has determined that the General Plan Amendment is in the public interest because the change in general plan designation is in compliance with General Plan Policy 2.A.6 as the City supports residential development that allows a land use mix and diversity of incomes, and Policy 2.A.6 as the City encourages infill development to promote pedestrian and bicycle use and increase housing diversity, and Policy 2.C.1 that promotes compact development patterns.

4. The General Plan Amendment was reviewed, studied, and found to comply with the California Environmental Quality Act and, based on the foregoing, the City has determined that the environmental impacts of the General Plan Amendment are insignificant and has adopted Addendum #18 to the Turn of the Century Specific Plan Environmental Impact Report for the Parkside 3 Project.

PASSED AND ADOPTED by the City Council on September 1, 2020, by the following vote

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Rich Lansberg, Mayor

ATTEST:

APPROVED AS TO FORM:

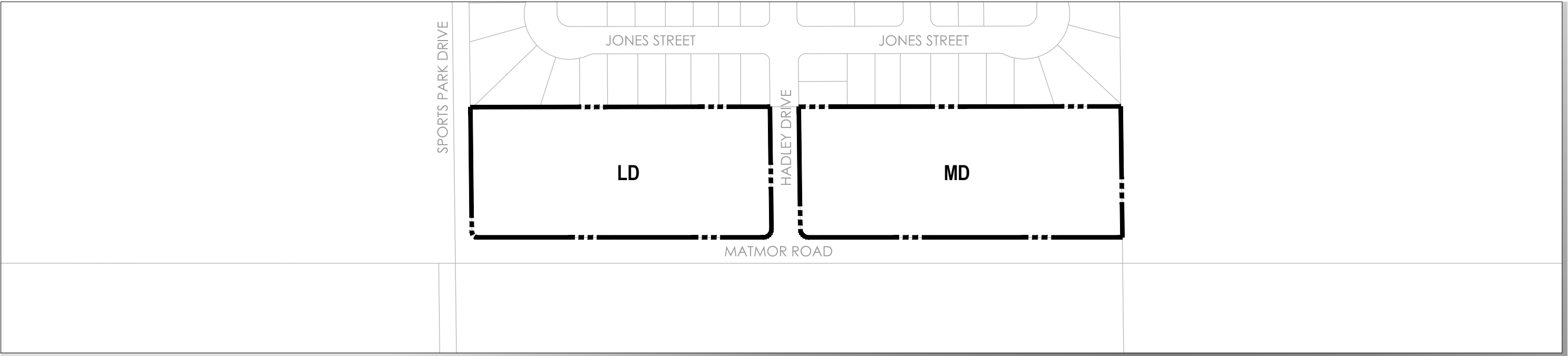
Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

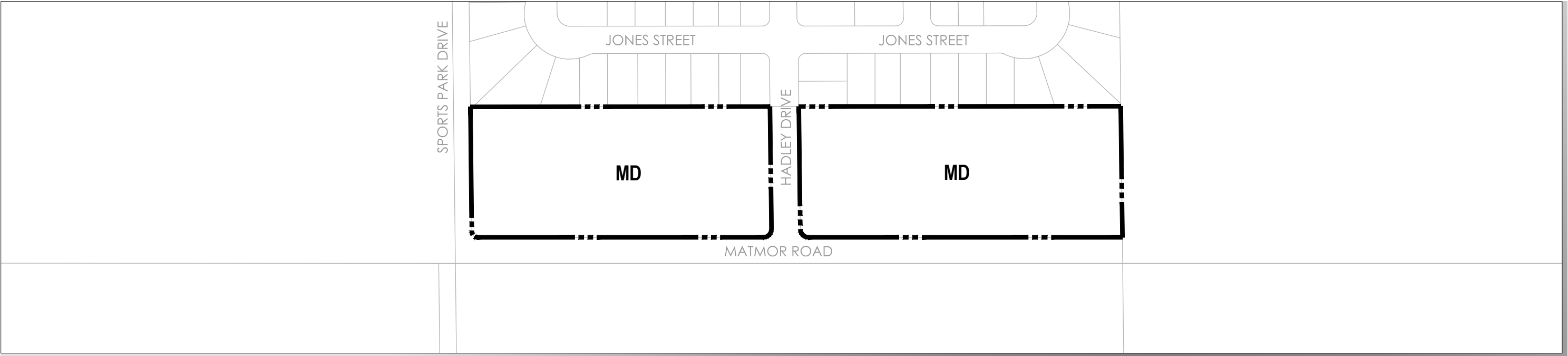
Exhibit GPA1 - General Plan Land Use Amendment Diagram



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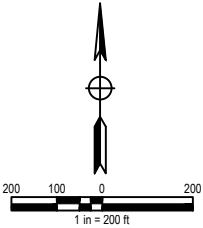
EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN

GENERAL PLAN AMENDMENT SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
MD	MEDIUM DENSITY RESIDENTIAL	3.8± Ac	7.3± Ac	+3.5± Ac
LD	LOW DENSITY RESIDENTIAL	3.5± Ac	0.0± Ac	-3.5± Ac



PARKSIDE

GENERAL PLAN AMENDMENT

SHEET 1 OF 1

AUGUST 6, 2018



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phone: (916) 984-7621
web: www.mpengr.com

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE MAP TO UPZONE 3.5 ACRES OF LAND TO FROM R-8 TO R-15 FOR A SMALL LOT SINGLE FAMILY PRODUCT PROPOSED BY LENNAR HOMES.

WHEREAS, the applicant, CalAtlanticGroup, Inc (Lennar Corporation), has filed Planning Application PLNG #18-00070, proposing amendments to the General Plan and Spring Lake Specific Plan to change the land use designation on 3.5 acres of land from R-8 to R-15 PD, and to allow a Planned Development Overlay with exceptions to Table 2.4 of Spring Lake Specific Plan in order to facilitate a small lot single family development; and,

WHEREAS, the City desires to adopt an amendment to the Spring Lake Specific Plan consisting of a re-designation of the land use category in the Specific Plan for the property identified as the Parkside 3 Project as described in more detail in Exhibit “SPA1”; and

WHEREAS, the City of Woodland Planning Commission held a duly noticed public hearing on August 20, 2020, to receive public testimony concerning the Amendments. After the hearing the Planning Commission recommended City Council approve the proposed Spring Lake Specific Plan land use change by a vote of 6 Ayes and 1 No; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on September 1, 2020 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, now finds it proper to amend the Spring Lake Specific Plan land use map on 3.5 acres from R-8 to R-15 PD; and

WHEREAS, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendment for the Parkside 3 Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed, studied, and found to comply with the California Environmental Quality Act and, based on the foregoing, the City Council approves the Addendum #18 to the Turn of the Century EIR.

4. The City Council hereby amends the Spring Lake Specific Plan for the Parkside 3 Small Lot Single Family Tentative Subdivision Project as shown in Exhibit “SPA1” provided that this Amendment shall take effect only upon execution by the City and the owner of the Property of a development agreement governing the Property. No final map shall be recorded or approved for the Property in conformance with the Amendment until the Amendment has taken effect pursuant to this paragraph.

PASSED AND ADOPTED on this the 1 day of September, 2020 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rick Lansberg, Mayor

ATTEST:

APPROVED AS TO FORM:

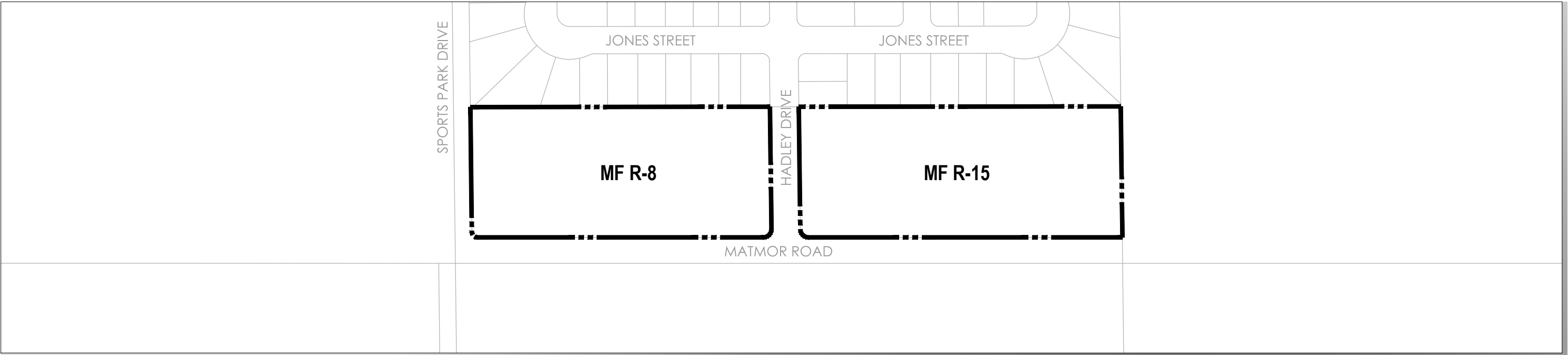
Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

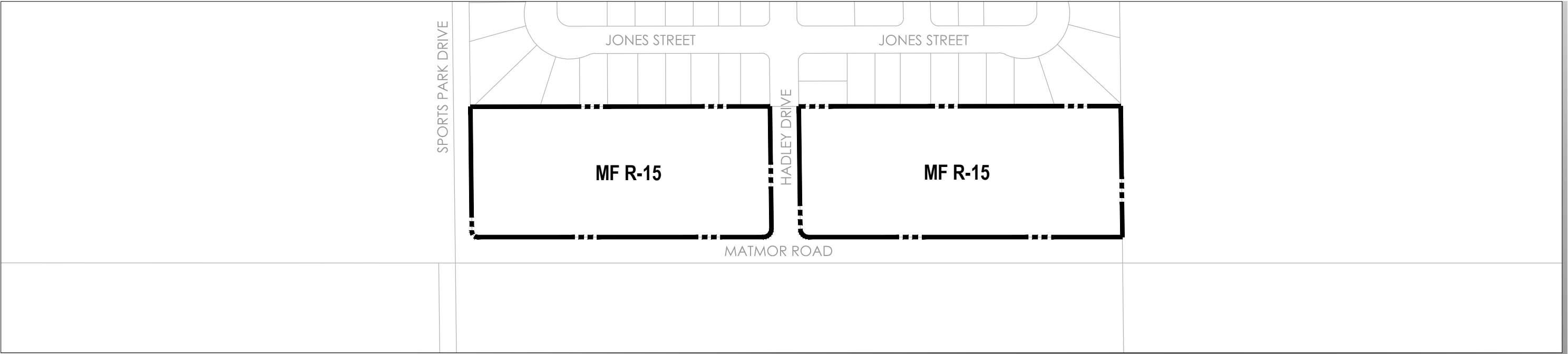
Dated: _____

Exhibit SPA 1 – Spring Lake Specific Plan Land Use Amendment Exhibit

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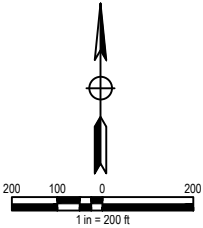
EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

GENERAL PLAN AMENDMENT SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
MF R-15	RESIDENTIAL 15 DU/AC	3.8± Ac	7.3± Ac	+3.5± Ac
MF R-8	RESIDENTIAL 8 DU/AC	3.5± Ac	0.0± Ac	-3.5± Ac



PARKSIDE
SPRING LAKE SPECIFIC PLAN AMENDMENT
SHEET 1 OF 1
AUGUST 6, 2018



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Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING TENTATIVE SUBDIVISION MAP NO. 5155, PLANNED
DEVELOPMENT OVERLAY, AND CONDITIONAL USE PERMIT FOR
THE PRUDLER TENTATIVE SUBDIVISION MAP PROJECT**

WHEREAS, the applicant, CalAtlanticGroup, Inc (Lennar Corporation) filed Planning Application #PLNG18-00070, proposing a Tentative Subdivision Map (TSM #5155), Planned Development Overlay, and Conditional Use Permit, as well as amendments to the General Plan and Spring Lake Specific Plan, a rezone and a development agreement for 7.3 Acres west of Matmor Road and north of Sports Park Drive (“Project”); and

WHEREAS, the applicant prepared a tentative subdivision map, as provided in the proposed tentative subdivision map attached to this Resolution which includes a modified Alternate A Sheet 1 of 4, dated August 11, 2020, and TSM 5155 package as Exhibit E-1; and

WHEREAS, the applicant prepared a modified Site Development Plan, Alternate A dated August 11, 2020, to illustrate the site layout, standards, and pre-plot plan as Exhibit E-2; and

WHEREAS, the applicant has prepared development standards for the Parkside 3 project included as Exhibit E-3; and

WHEREAS, the City Council of the City of Woodland held a duly noticed public hearing on August 20, 2020, to review and consider approval of the proposed Parkside 3 Tentative Subdivision Map #5155, Planned Development Overlay, and the Conditional Use Permit, at which time interested persons had an opportunity to provide comments either in support or opposition to the Project. The Planning Commission voted (6 Ayes and 1 No) to recommend approval to the City Council; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within a 1,000 foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat and emailed to interested parties; and

WHEREAS, On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearinghouse Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted several CEQA Addenda to the Turn of the Century EIR. An Addendum #18 to the EIR has been prepared for the project for which no significant new impacts or mitigations were identified.

WHEREAS, a neighborhood meeting was held on August 3, 2020 regarding this project, which was in addition to early public notification of the project application submittal which was provided via mail to all surrounding properties in April 2019. Public comments were taken into consideration as part of the final design with efforts made to provide adequate on-site parking and to address traffic speeding and potential cut through traffic on adjacent streets; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date and has recommended to the City Council approval of the proposed Parkside 3 TSM # 5155 and the Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings, determinations, and recommendations with respect to the proposed Tentative Subdivision Map and Conditional Use Permit for the Project:

1. The City Council hereby makes the following findings concerning the Tentative Subdivision Map No 5155, including Alternate A prepared August 11, 2020, pursuant to Government Code section 66474:

a. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single-family housing within the community. The Tentative Subdivision Map is also consistent with the Spring Lake Specific Plan Design Standards and City's Community Design Guidelines.

b. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

c. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision is able to accommodate the future development of residential units given the shape and topography of the Project site as evidenced by the Site Development Map and Parkside 3 Development Standards.

d. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Spring Lake TOC EIR and Addendum #18 shows that there would not be any significant and unavoidable impacts related to existing habitat. The applicant has provided mitigation in accordance with the TOC EIR. The Biological Resources Assessment (Jurisdictional Delineation and Special Status Species, Gibson & Skordal, December 2003) shows that there would not be any significant and unavoidable impacts related to existing habitat. SLSP Mitigation measures regarding biological studies prior to construction activity are required. As part of the SLSP requirements, the project has mitigated for agriculture and hawk habitat. The project will comply with the provisions contained in the Arborist report prepared March 10, 2019 by Sierra Nevada Arborists, to preserve existing trees along the north property boundary of the project site.

e. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or

occupants of the surrounding area. The project has exceeded requirements for on-site parking, will be required to install off-site traffic calming, and has units designed to face the street front that will have a mitigating effect on local traffic speeds.

f. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

g. Any proposed phases and their proposed sequence of construction are identified on the submitted map.

2. The City Council does hereby approve Tentative Subdivision Map #5155 (Attachment E-1), Planned Development Overlay, and Conditional Use Permit to allow the subdivision and development of property located at the northwest corner of Sports Park Drive and Matmor Road subject to the recommended conditions of approval.

PASSED AND ADOPTED on this the 1 day of September, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansberg, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit E-1 – Tentative Map Alt A (dated August 11, 2020) and TSM #5155

Exhibit E-2 – Site Development Map Alternate A (dated August 11, 2020)

Exhibit E-3 – Parkside 3 Development Standards

PROJECT INFORMATION

ASSESSOR PARCEL NO. 041-231-028 & 041-243-002
AREA: 7.3 ± AC
FLOOD ZONE: ZONE X

EXISTING
USE: VACANT
SPECIFIC PLAN/ZONING: MF R-8/MF R-15
GENERAL PLAN: LD/MD
NUMBER OF LOTS: 2
EXISTING PARCELS: 2
PROPOSED NUMBER OF LOTS/PARCELS: 97

PROPOSED
USE: RESIDENTIAL
SPECIFIC PLAN/ZONING: MF R-15
GENERAL PLAN: MD
DENSITY: 13.3 DU/AC

OWNER / APPLICANT

LENNAR CORPORATION
1420 ROCKY RIDGE DRIVE, SUITE #320
ROSEVILLE, CA 95661
CONTACT: PIERRE MARTINEZ
PHONE: (916) 746-8508
EMAIL: PIERRE.MARTINEZ@LENNAR.COM

PLANNER / ENGINEER

MORTON & PITALO, INC.
2870 GATEWAY OAKS DR., SUITE #120
SACRAMENTO CA 95833
CONTACT: KEN TOPPER/SCOTT PEDERSEN
PHONE: (916) 984-7621
EMAIL: KTOPPER@MPENGR.COM
EMAIL: SPEDERSEN@MPENGR.COM

UTILITY PROVIDERS

WATER: CITY OF WOODLAND
SEWER: CITY OF WOODLAND
GAS AND ELECTRIC: PG&E
TELEPHONE: AT&T
CABLE TV: AT&T

SERVICE PROVIDERS

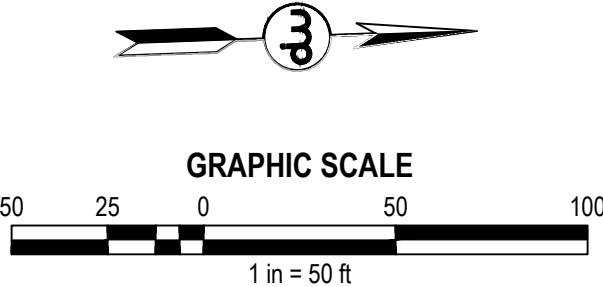
SCHOOL DISTRICT: WOODLAND JOINT UNIFIED
PARK AND RECREATION: CITY OF WOODLAND
FIRE PROTECTION: WOODLAND FIRE DEPARTMENT
POLICE PROTECTION: WOODLAND POLICE DEPARTMENT
STORM DRAINAGE: CITY OF WOODLAND
SOLID WASTE: CITY OF WOODLAND

- THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
- MINOR MODIFICATION MAY BE MADE TO LOT LINES AT FINAL MAP.
- FOR PRELIMINARY PLANNING PURPOSES ONLY. BOUNDARY, TOPO, EASEMENTS AND SITE CONDITIONS TO BE VERIFIED PRIOR TO FINAL MAP AND ENGINEERING.
- PURSUANT TO GOVERNMENT CODE SECTION 66456.1 THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS BASED UPON THIS TENTATIVE MAP. THE FILING OF A FINAL MAP ON A PORTION OF THIS TENTATIVE MAP SHALL NOT INVALIDATE ANY PART OF THIS TENTATIVE MAP, INCLUDING THE AUTHORITY OF THE LOCAL AGENCY TO IMPOSE REASONABLE CONDITIONS RELATING TO THE FILING OF MULTIPLE FINAL MAPS.
- ALL UTILITY SYSTEMS ILLUSTRATED ON THE TENTATIVE MAP ARE SUBJECT TO CHANGE AT THE TIME OF FINAL DESIGN.
- GRADING SHOWN ON THIS TENTATIVE MAP ILLUSTRATES A GENERAL GRADING CONCEPT AND IS SUBJECT TO CHANGE AT THE TIME OF FINAL DESIGN.
- LOT A & B ARE ALLEY / PARKING / COMMON AREA LOTS TO BE DEDICATED TO THE HOA FOR ACCESS, PARKING AND LANDSCAPE PURPOSES AND SHALL INCLUDE PE, DE, PUE.
- PURSUANT TO SECTION 66445 (J) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE PROPOSED TO BE ABANDONED:
8.1. 20' ACCESS EASEMENT PER 8 PM 5 AFFECTING LOTS 15-18 & 39.

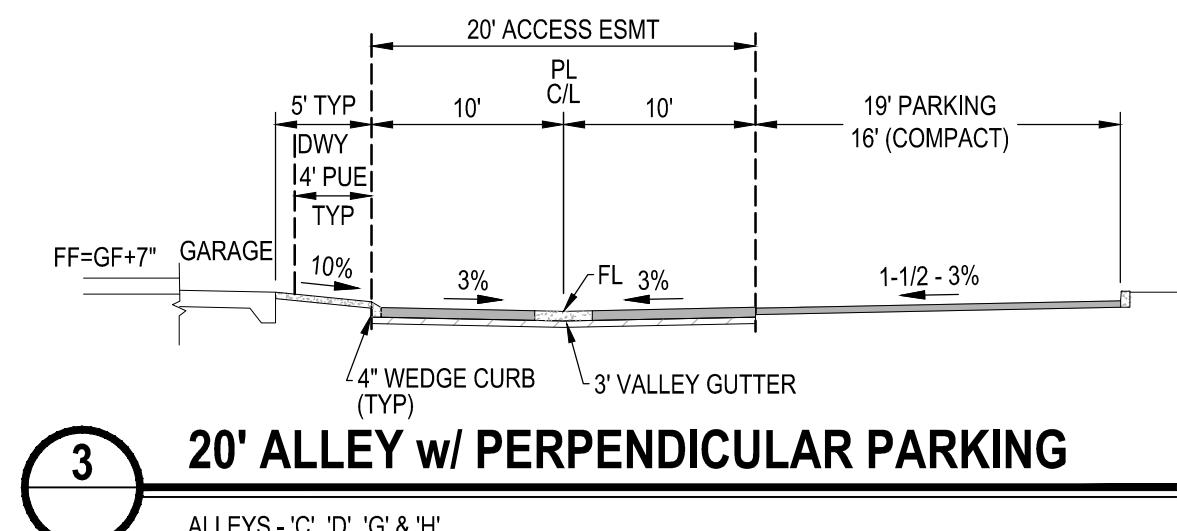
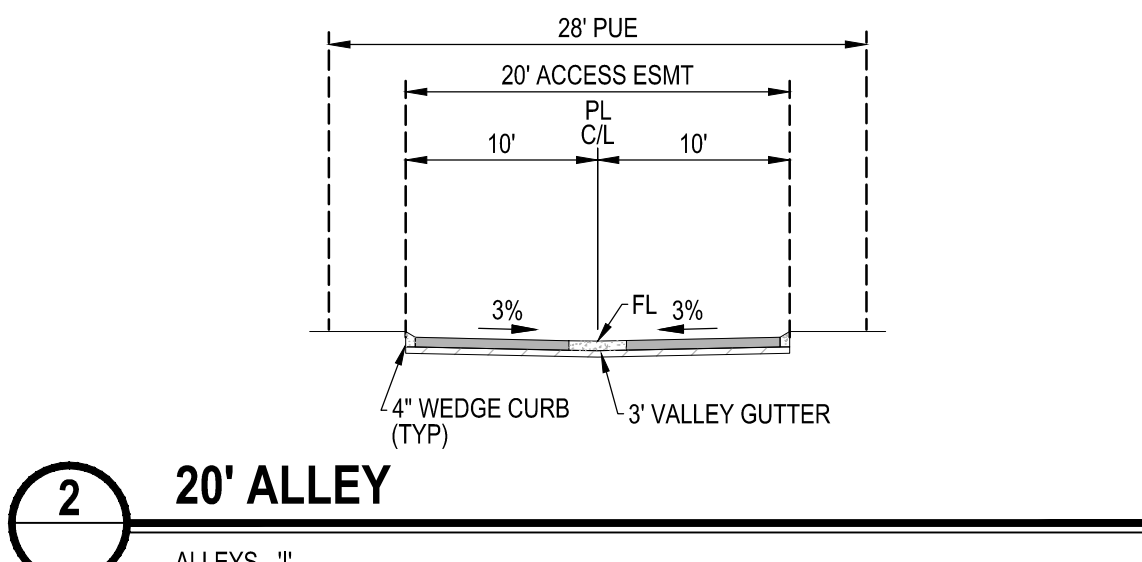
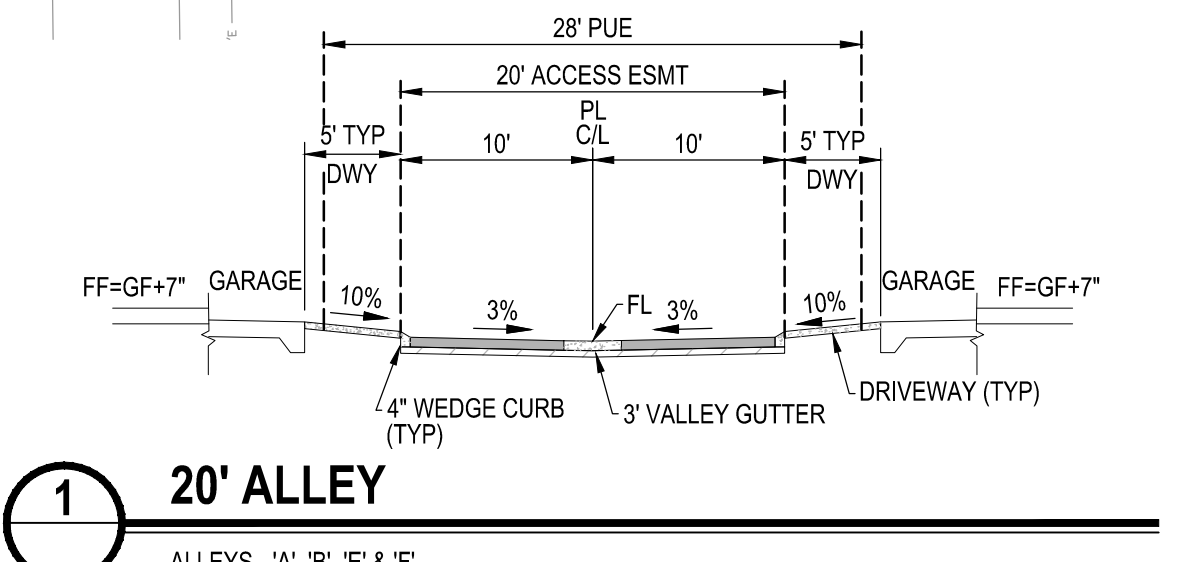
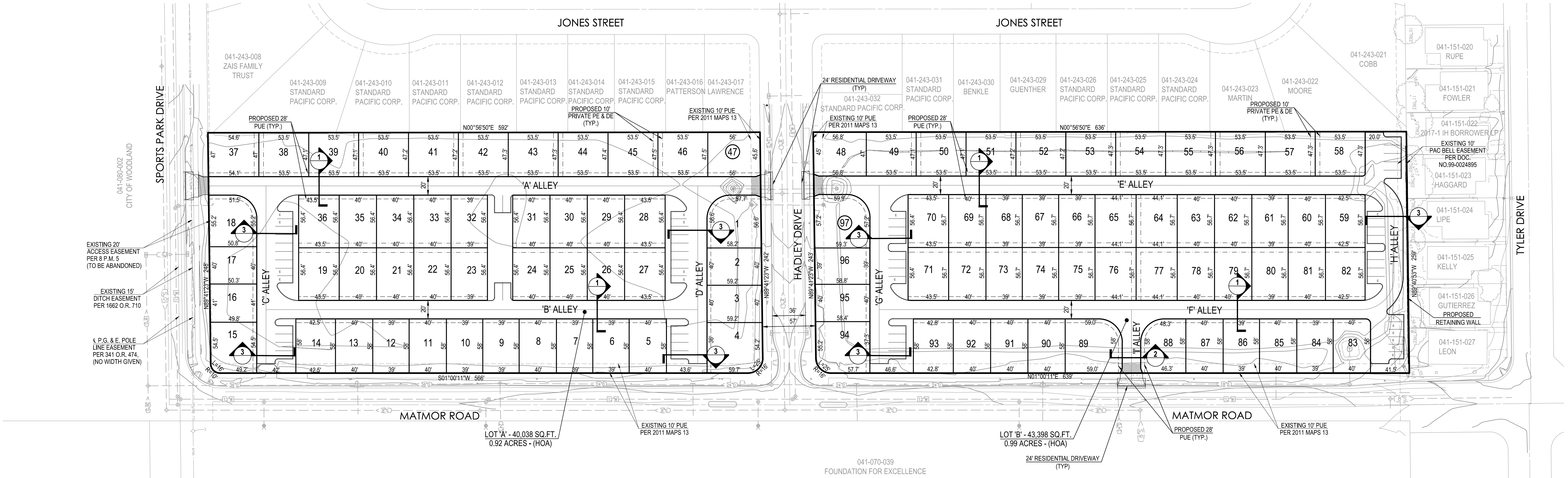
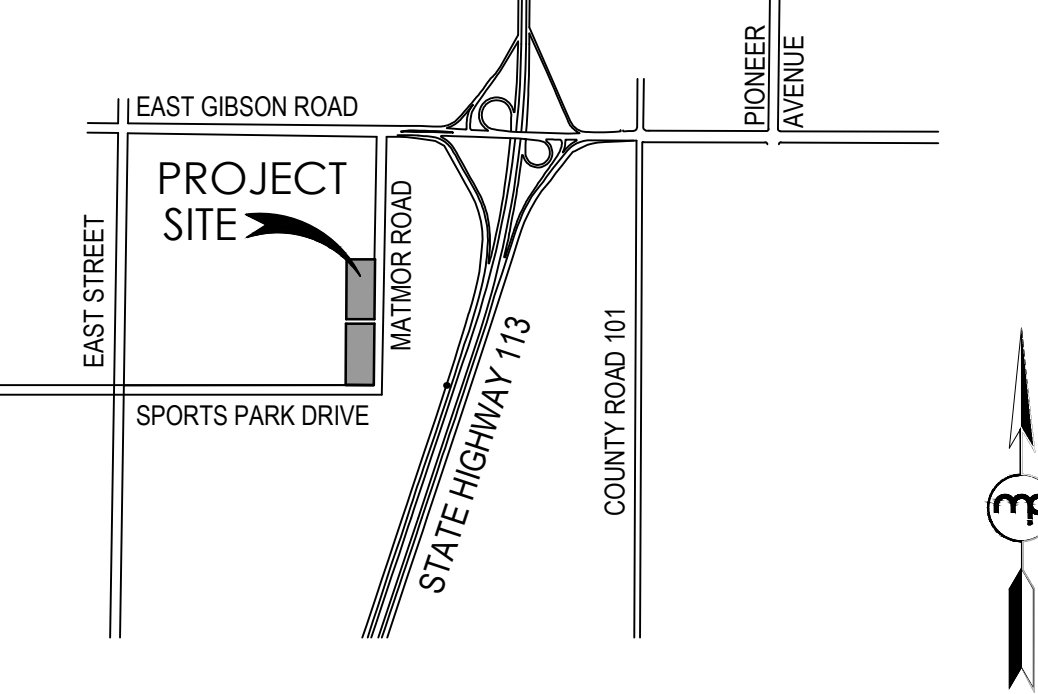
NOTES

DE DRAINAGE EASEMENT
PE PUBLIC ACCESS EASEMENT
PUE PUBLIC UTILITY EASEMENT

ABBREVIATIONS



VICINITY MAP



PARKSIDE - 3
TENTATIVE SUBDIVISION MAP NO. 5155 ALT-A
SHEET 1 of 4
AUGUST 11, 2020

LOTS:	AREA	LAND USE
A	0.92 ± AC (40,038 ± SF)	ALLEY / PARKING / COMMON AREA (HOA)
B	0.99 ± AC (43,398 ± SF)	ALLEY / PARKING / COMMON AREA (HOA)
LOTS	5.39 ± AC (234,552 ± SF)	RESIDENTIAL (LOTS)
TOTAL AREA:	7.3 ± AC	

LOTING

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Sacramento, CA 95833
phone: (916) 927-2400
web: www.mpengr.com

PROJECT INFORMATION

ASSESSOR PARCEL NO. 041-231-028 & 041-243-002
AREA: 7.3 ± AC
FLOOD ZONE: ZONE X

EXISTING
USE: VACANT
SPECIFIC PLAN/ZONING: MF R-8/MF R-15
GENERAL PLAN: LD/MD
NUMBER OF LOTS: 2
EXISTING PARCELS: 2
PROPOSED NUMBER OF LOTS/PARCELS: 98

PROPOSED
USE: RESIDENTIAL
SPECIFIC PLAN/ZONING: MF R-15
GENERAL PLAN: MD
DENSITY: 13.4 DU/AC

OWNER / APPLICANT

LENNAR CORPORATION
1420 ROCKY RIDGE DRIVE, SUITE #320
ROSEVILLE, CA 95661
CONTACT: PIERRE MARTINEZ
PHONE: (916) 746-8508
EMAIL: PIERRE.MARTINEZ@LENNAR.COM

PLANNER / ENGINEER

MORTON & PITALO, INC.
2870 GATEWAY OAKS DR., SUITE #120
SACRAMENTO CA 95833
CONTACT: KEN TOPPER/SCOTT PEDERSEN
PHONE: (916) 984-7621
EMAIL: KTOPPER@MPENGR.COM
EMAIL: SPEDERSEN@MPENGR.COM

UTILITY PROVIDERS

WATER
SEWER
GAS AND ELECTRIC:
TELEPHONE:
CABLE TV:

CITY OF WOODLAND
CITY OF WOODLAND
PG&E
AT&T
AT&T

SERVICE PROVIDERS

SCHOOL DISTRICT:
PARK AND RECREATION:
FIRE PROTECTION:
POLICE PROTECTION:
STORM DRAINAGE:
SOLID WASTE:

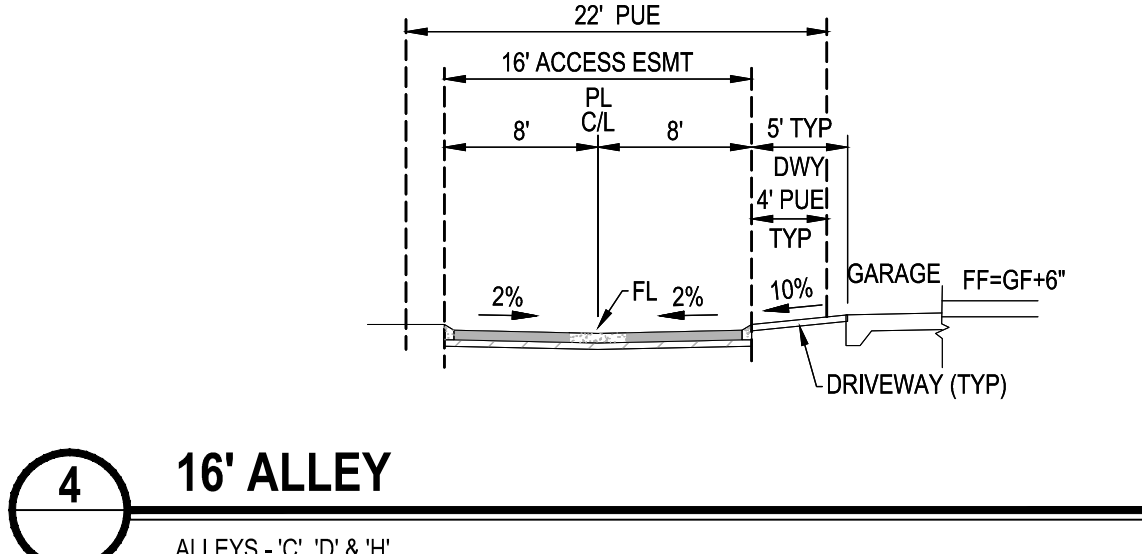
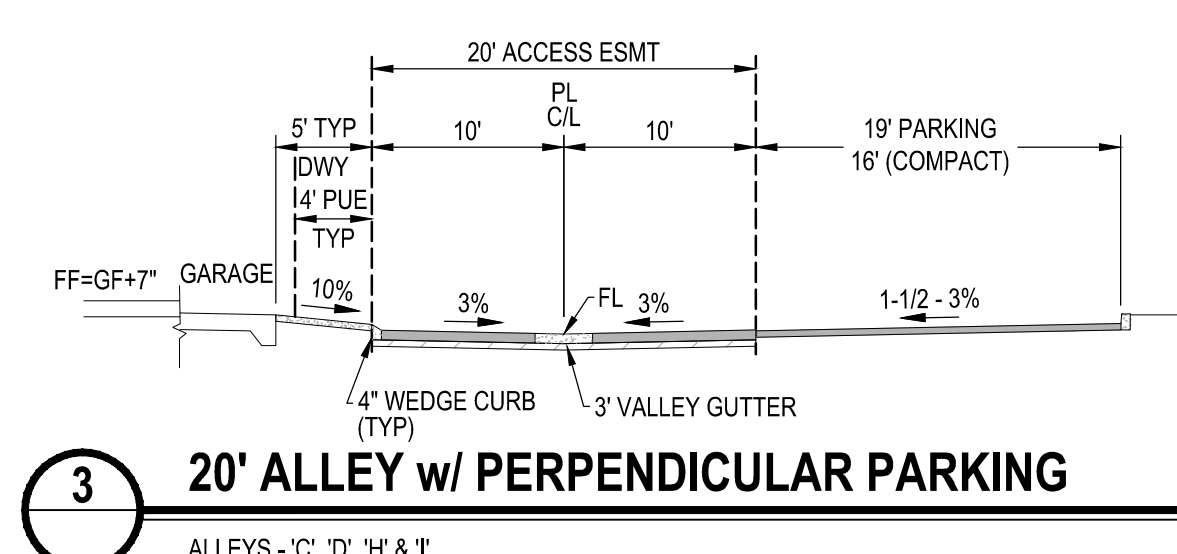
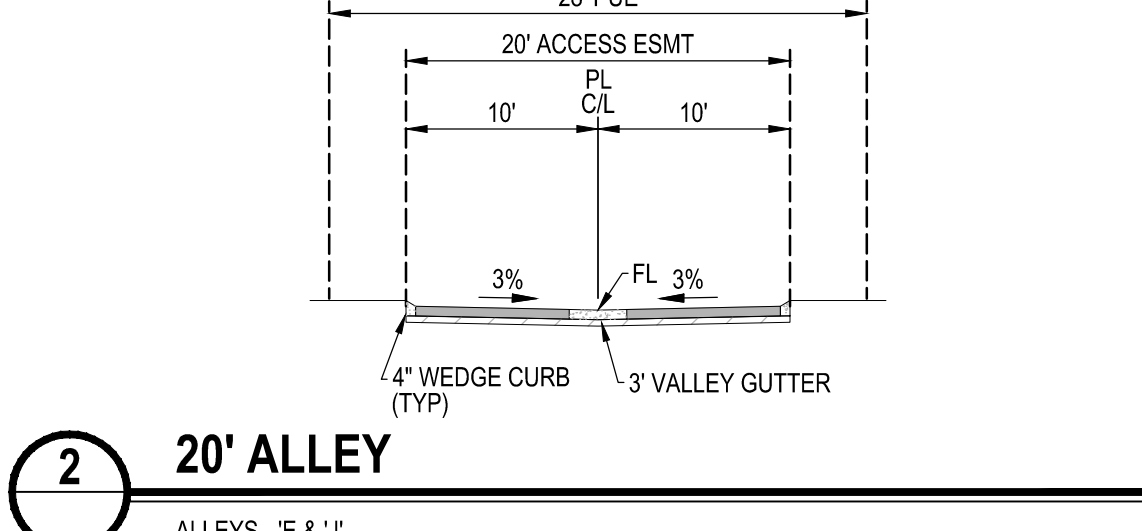
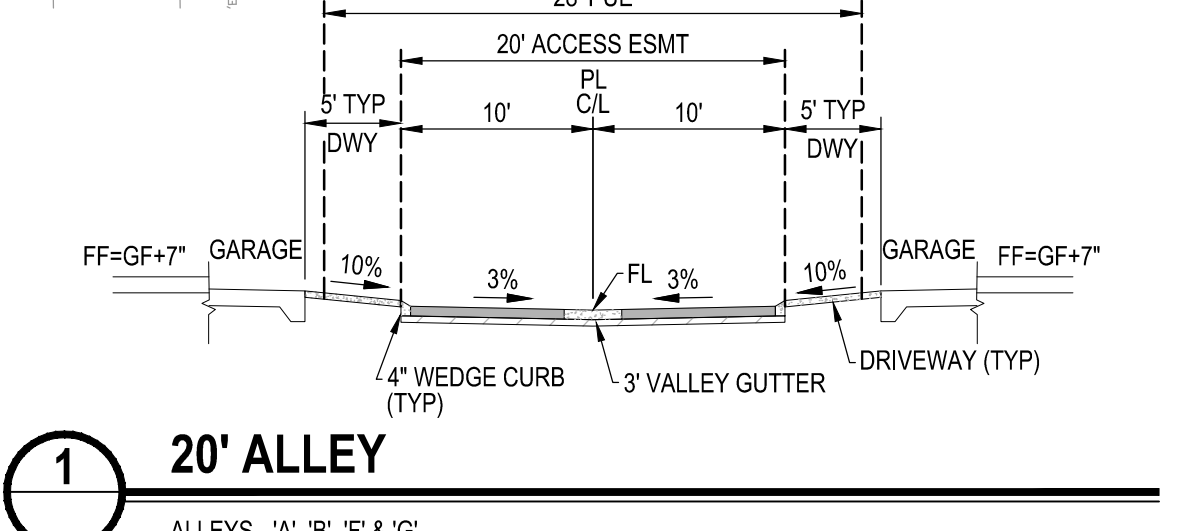
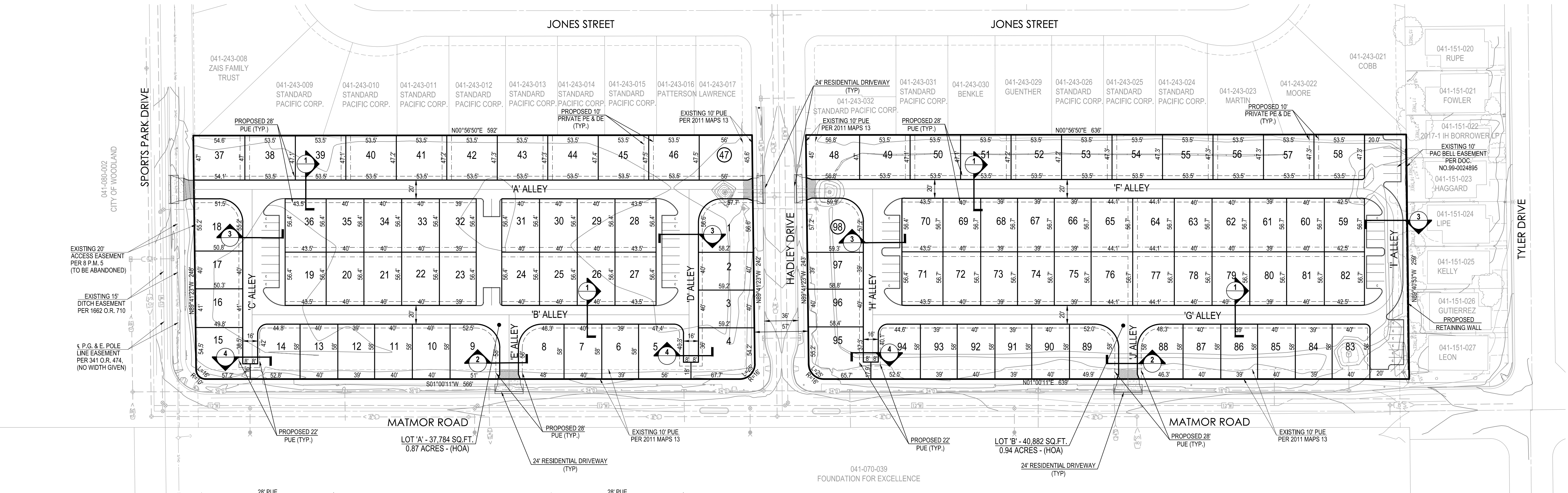
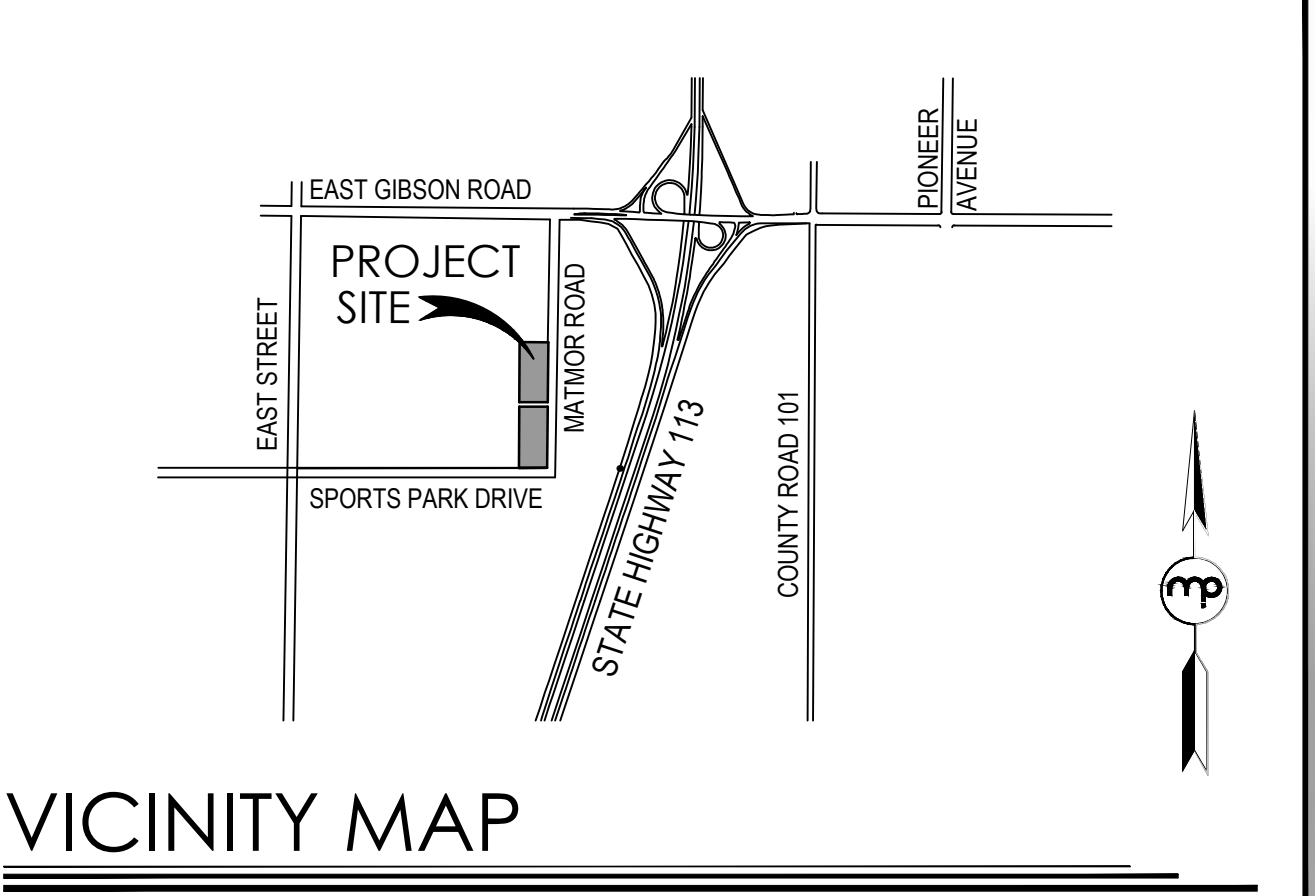
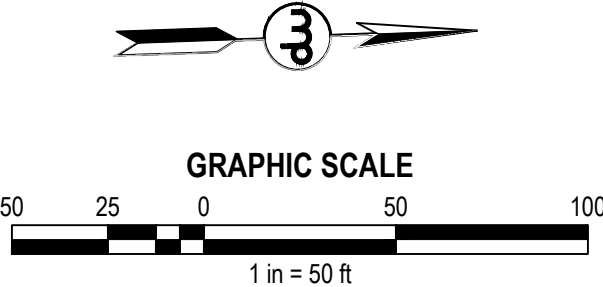
WOODLAND JOINT UNIFIED
CITY OF WOODLAND
WOODLAND FIRE DEPARTMENT
WOODLAND POLICE DEPARTMENT
CITY OF WOODLAND
CITY OF WOODLAND

- THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
- MINOR MODIFICATION MAY BE MADE TO LOT LINES AT FINAL MAP.
- FOR PRELIMINARY PLANNING PURPOSES ONLY. BOUNDARY, TOPO, EASEMENTS AND SITE CONDITIONS TO BE VERIFIED PRIOR TO FINAL MAP AND ENGINEERING.
- PURSUANT TO GOVERNMENT CODE SECTION 66456.1 THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS BASED UPON THIS TENTATIVE MAP. THE FILING OF A FINAL MAP ON A PORTION OF THIS TENTATIVE MAP SHALL NOT INVALIDATE ANY PART OF THIS TENTATIVE MAP, INCLUDING THE AUTHORITY OF THE LOCAL AGENCY TO IMPOSE REASONABLE CONDITIONS RELATING TO THE FILING OF MULTIPLE FINAL MAPS.
- ALL UTILITY SYSTEMS ILLUSTRATED ON THE TENTATIVE MAP ARE SUBJECT TO CHANGE AT THE TIME OF FINAL DESIGN.
- GRADING SHOWN ON THIS TENTATIVE MAP ILLUSTRATES A GENERAL GRADING CONCEPT AND IS SUBJECT TO CHANGE AT THE TIME OF FINAL DESIGN.
- LOT A & B ARE ALLEY / PARKING / COMMON AREA LOTS TO BE DEDICATED TO THE HOA FOR ACCESS, PARKING AND LANDSCAPE PURPOSES AND SHALL INCLUDE PE, DE, PUE.
- PURSUANT TO SECTION 66445 (J) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE PROPOSED TO BE ABANDONED:
8.1. 20' ACCESS EASEMENT PER 8 PM 5 AFFECTING LOTS 15-18 & 39.

NOTES

ABBREVIATIONS

DE DRAINAGE EASEMENT
PE PUBLIC ACCESS EASEMENT
PUE PUBLIC UTILITY EASEMENT



LOTS:	AREA	LAND USE
A	0.87 ± AC (37,784 ± SF)	ALLEY / PARKING / COMMON AREA (HOA)
B	0.94 ± AC (40,882 ± SF)	ALLEY / PARKING / COMMON AREA (HOA)
LOTS	5.49 ± AC (239,322 ± SF)	RESIDENTIAL (LOTS)
TOTAL AREA:	7.3 ± AC	

LOTING

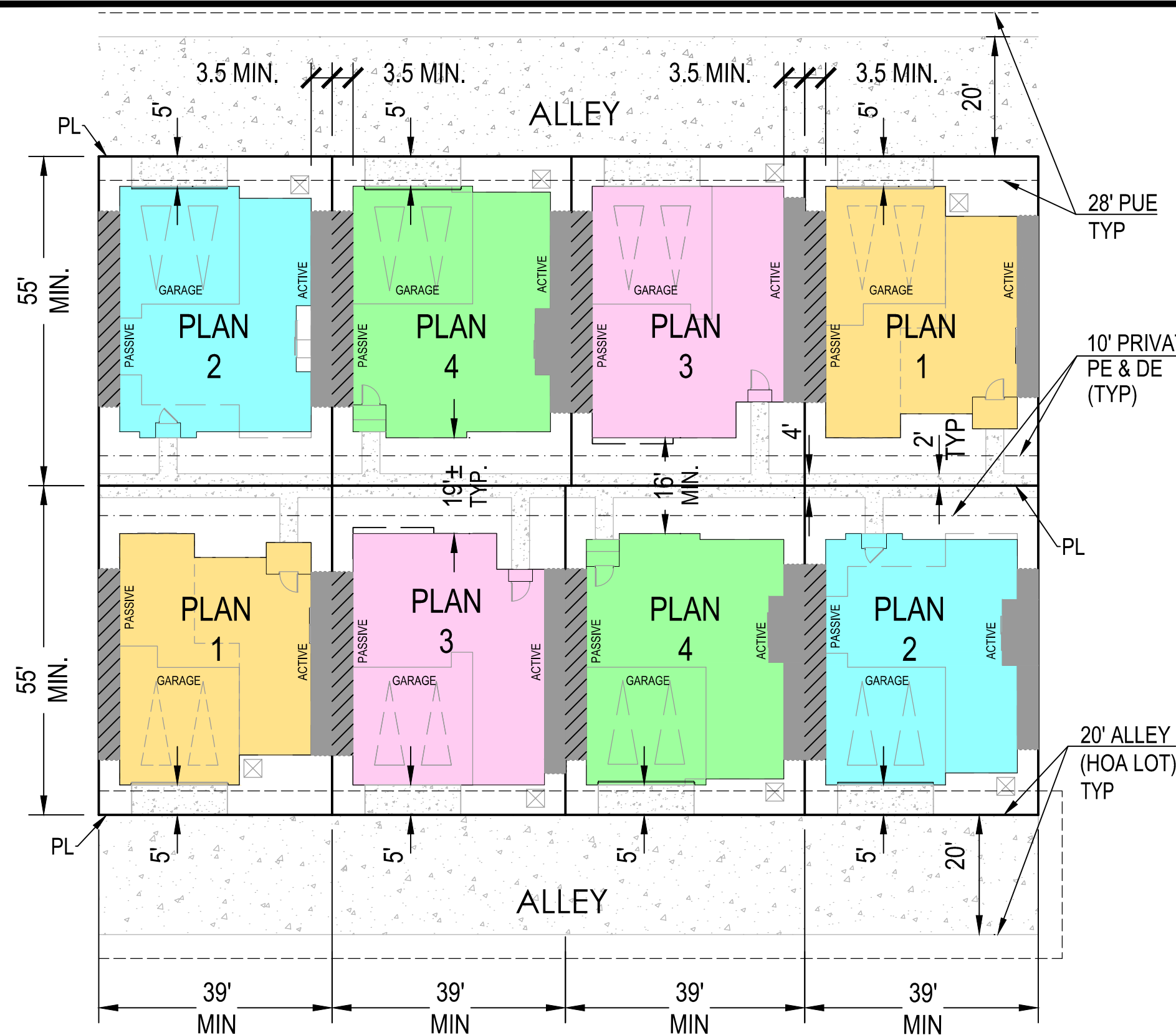
PARKSIDE - 3

TENTATIVE SUBDIVISION MAP NO. 5155

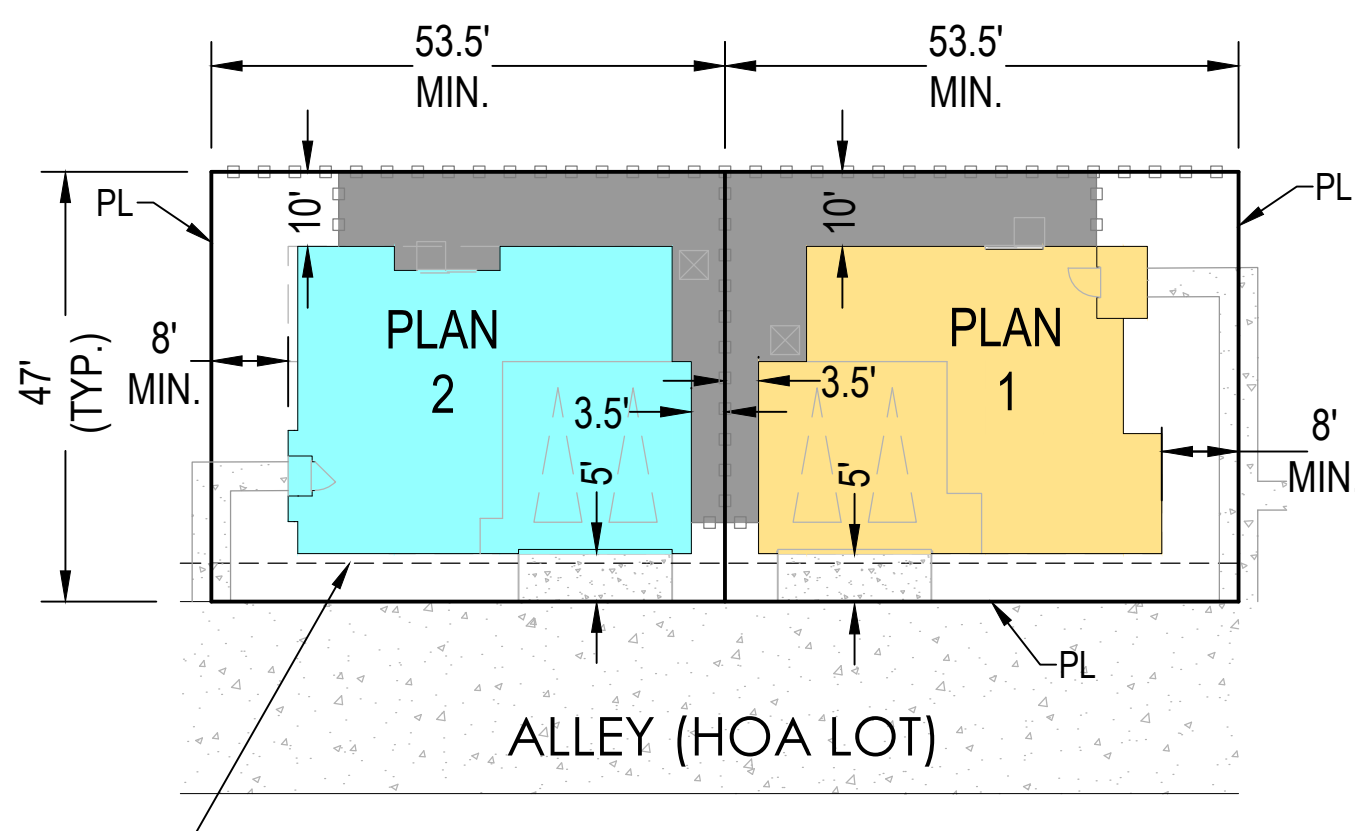
SHEET 1 of 4

JUNE 17, 2020

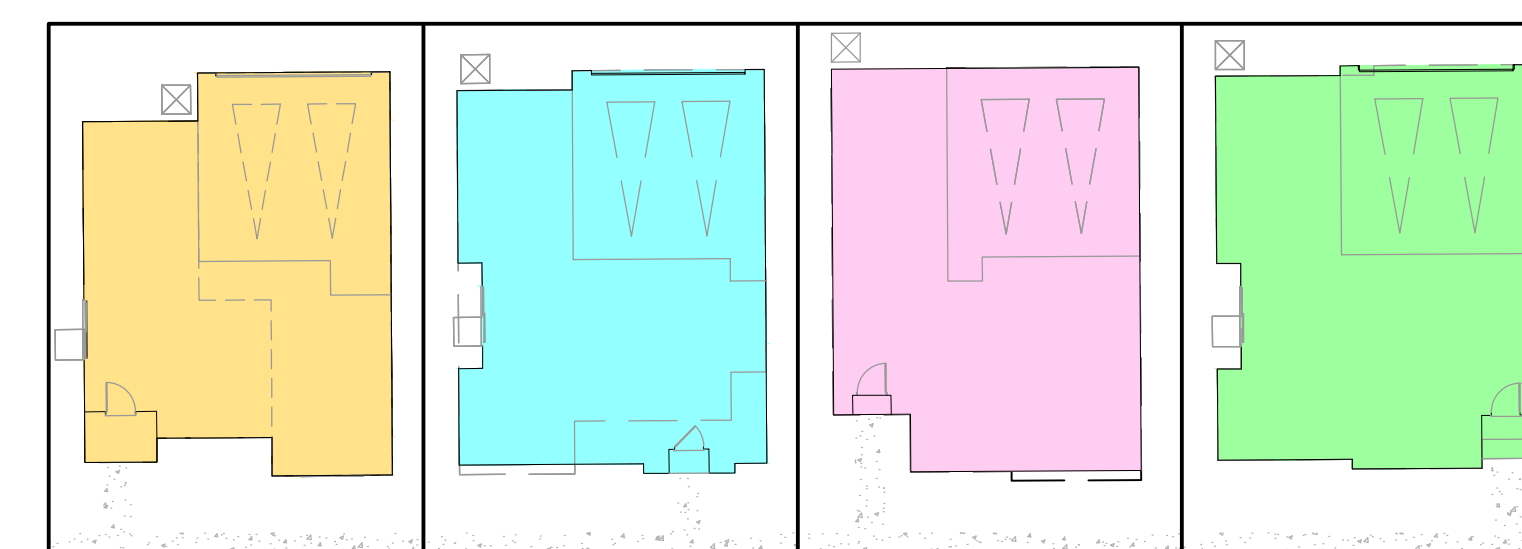
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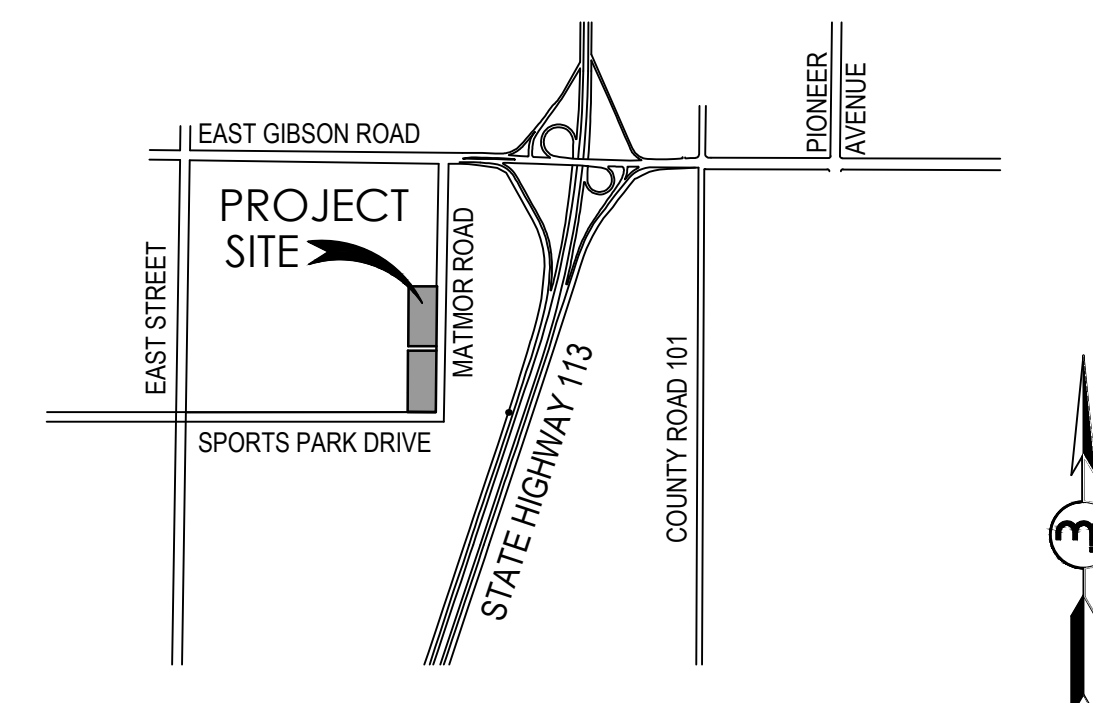
TYPICAL LOT LAYOUT



TYPICAL LOT LAYOUT (SIDE LOAD)



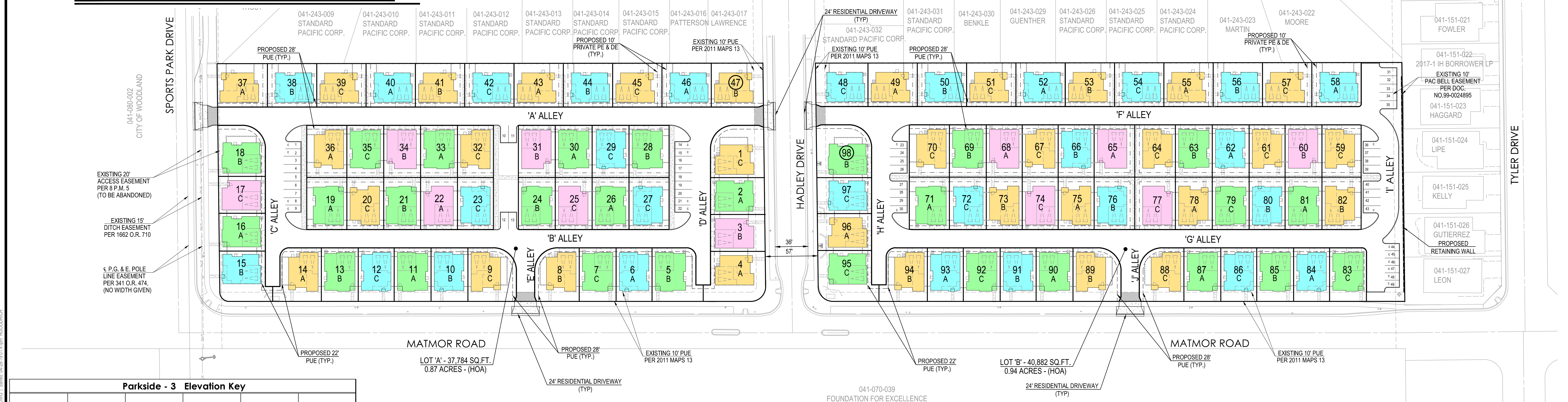
LOT MIX



VICINITY MAP

TYPICAL LOT LAYOUT LEGEND

- COURTYARD AREA
- COURTYARD FENCE/GATE
- USE EASEMENT



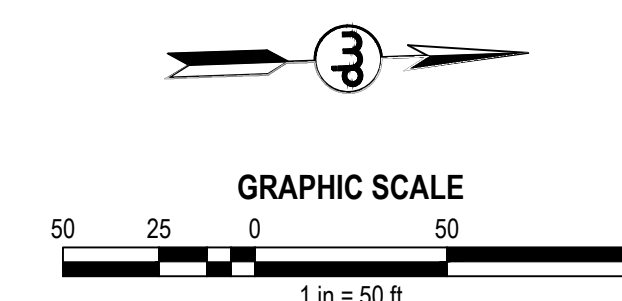
Parkside - 3 Elevation Key					
Lot#	Elevation	Lot#	Elevation	Lot#	Elevation
1	C	18	B	35	C
2	A	19	A	36	A
3	B	20	C	37	A
4	A	21	B	38	B
5	B	22	A	39	C
6	A	23	C	40	A
7	C	24	B	41	B
8	B	25	C	42	C
9	C	26	A	43	A
10	B	27	C	44	B
11	A	28	B	45	C
12	C	29	C	46	A
13	B	30	A	47	B
14	A	31	B	48	C
15	B	32	C	49	A
16	A	33	A	50	B
17	C	34	B	51	C
52	A	53	B	54	C
55	A	56	B	57	C
58	A	59	C	60	B
61	C	62	A	63	B
64	C	65	A	66	B
67	C	68	A	69	B
70	C	71	A	72	C
73	B	74	C	75	A
76	B	77	C	78	A
79	C	80	B	81	A
82	B	83	C	84	A
85	B	86	C	87	A
88	C	89	B	90	A
91	B	92	C	93	A
94	B	95	C	96	A
97	C	98	B		

PARKSIDE - 3

SITE DEVELOPMENT PLAN

SHEET 2 of 4

JUNE 17, 2020



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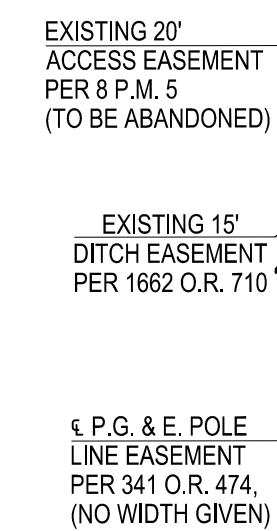
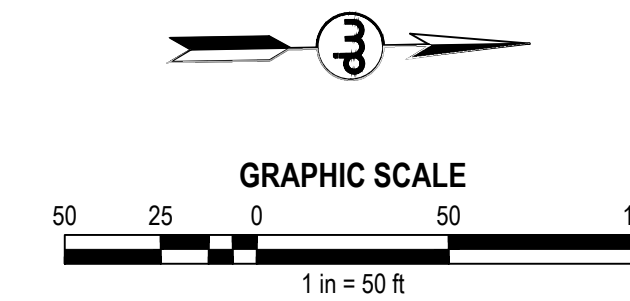
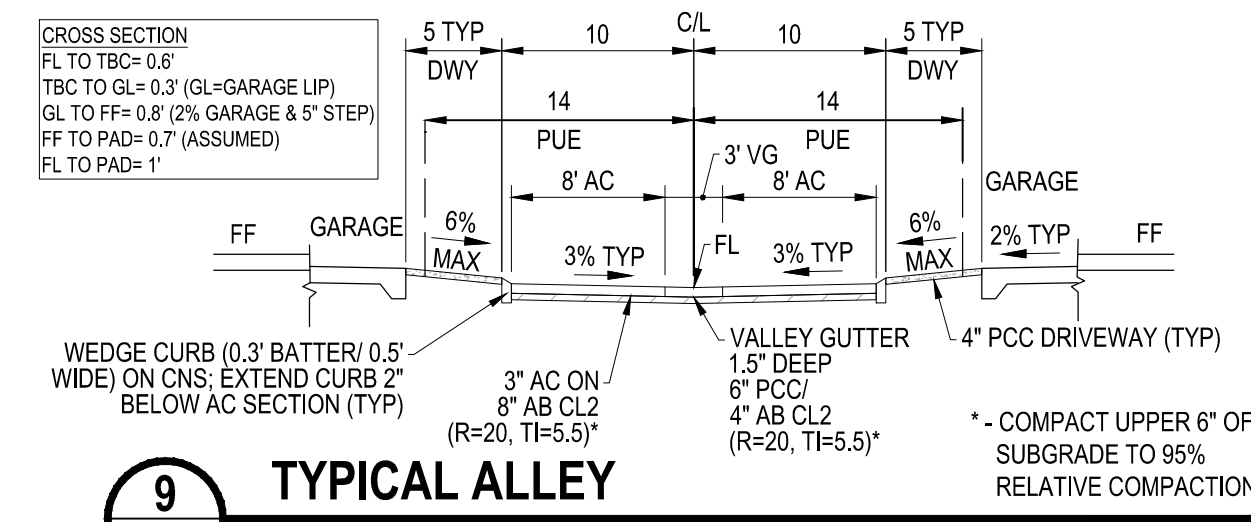
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Sacramento, CA 95833

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web: www.mpengr.com



EARTHWORK:	
Cut:	2,400 cy
Fill:	7,000 cy
Net:	4,600 cy (IMPORT)

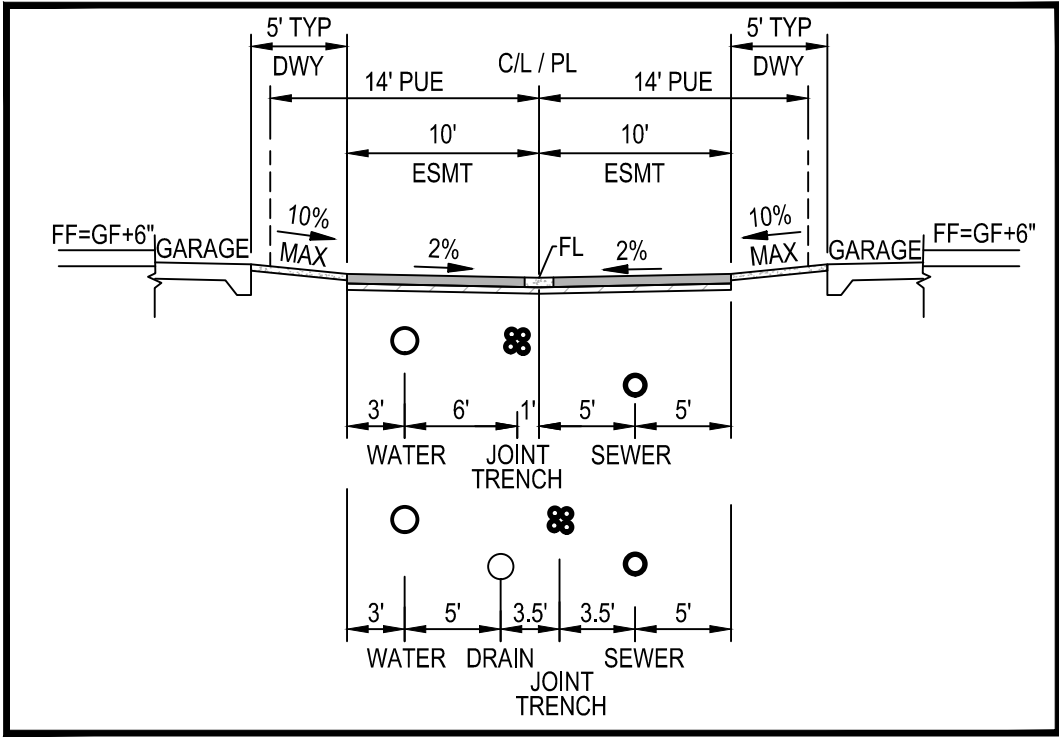
PARKSIDE - 3

PRELIMINARY GRADING PLAN
SHEET 3 of 4
JUNE 17, 2020

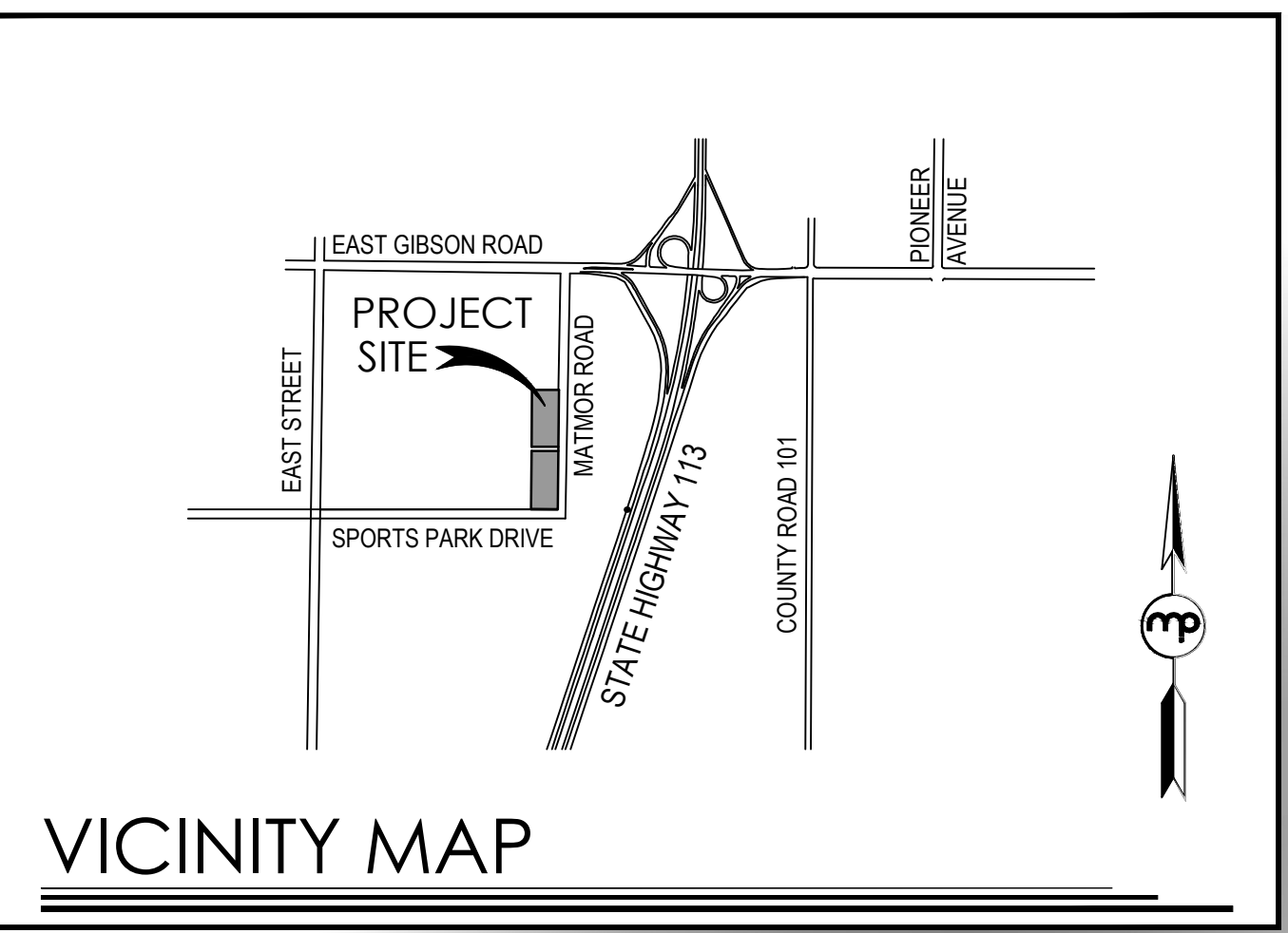
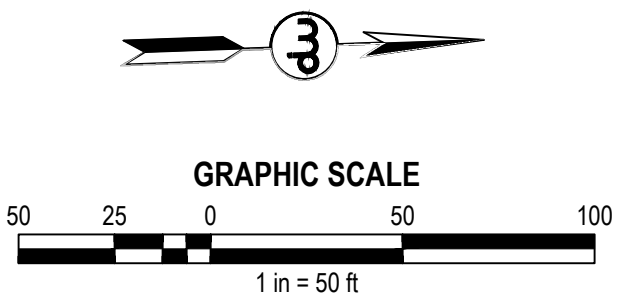


EXISTING	PROPOSED	DESCRIPTION
		SANITARY SEWER PIPE & SIZE
		DOMESTIC WATER PIPE & SIZE
		STORM DRAIN PIPE & SIZE
		SANITARY SEWER / STORM DRAIN MANHOLE
		GATE VALVE
		FIRE HYDRANT
		BLOW OFF VALVE
		AIR RELIEF VALVE
		WATER SERVICE
		SEWER SERVICE

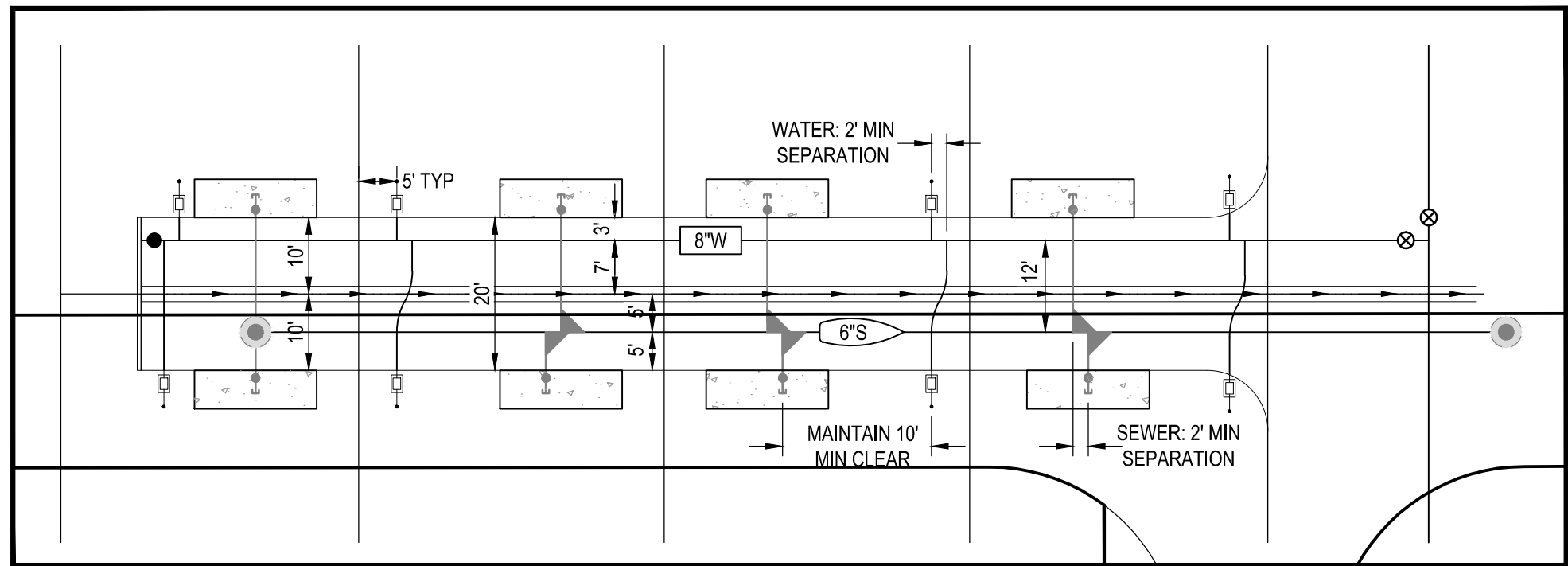
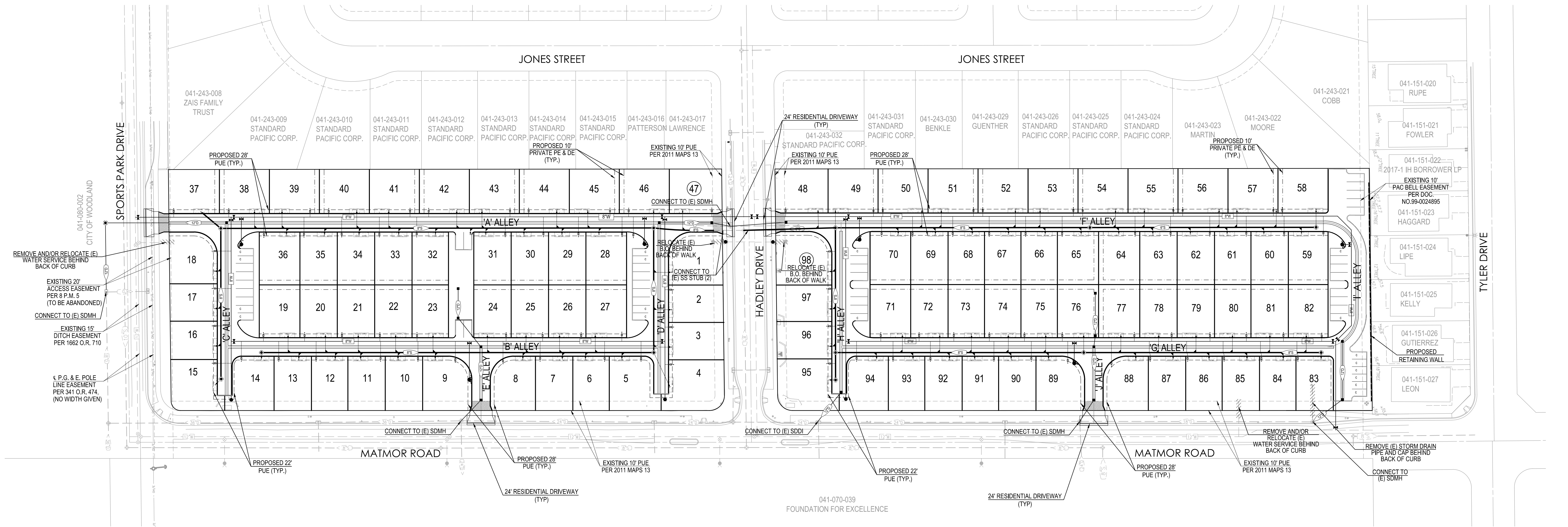
SYMBOLS



TYPICAL UTILITY SECTION 20' ALLEY



VICINITY MAP

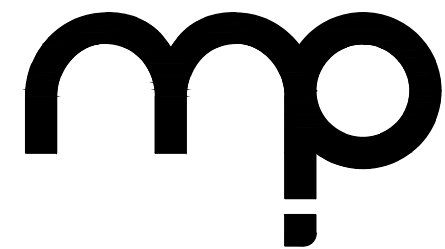


TYPICAL UTILITY LAYOUT

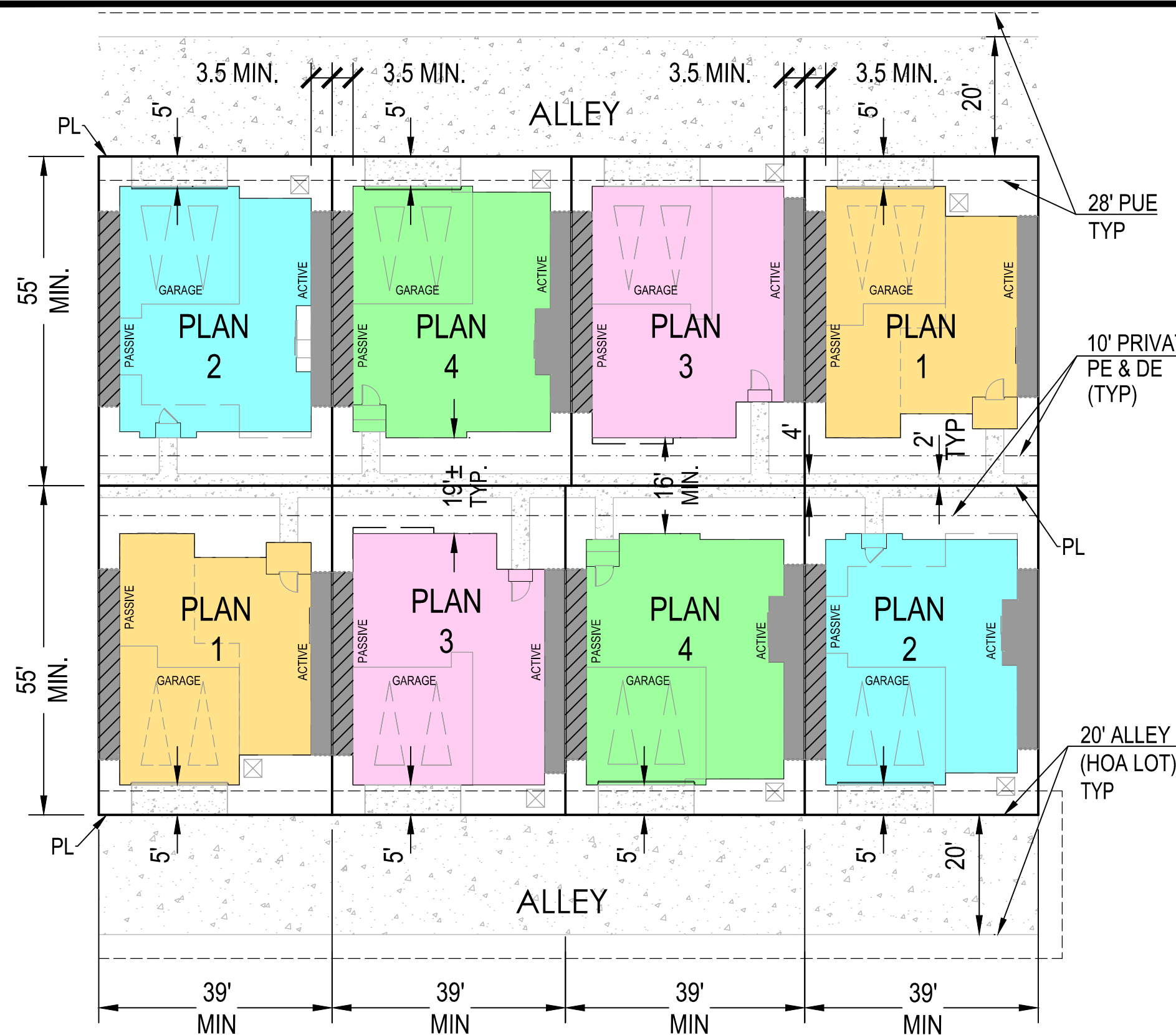
PARKSIDE - 3

PRELIMINARY UTILITY PLAN

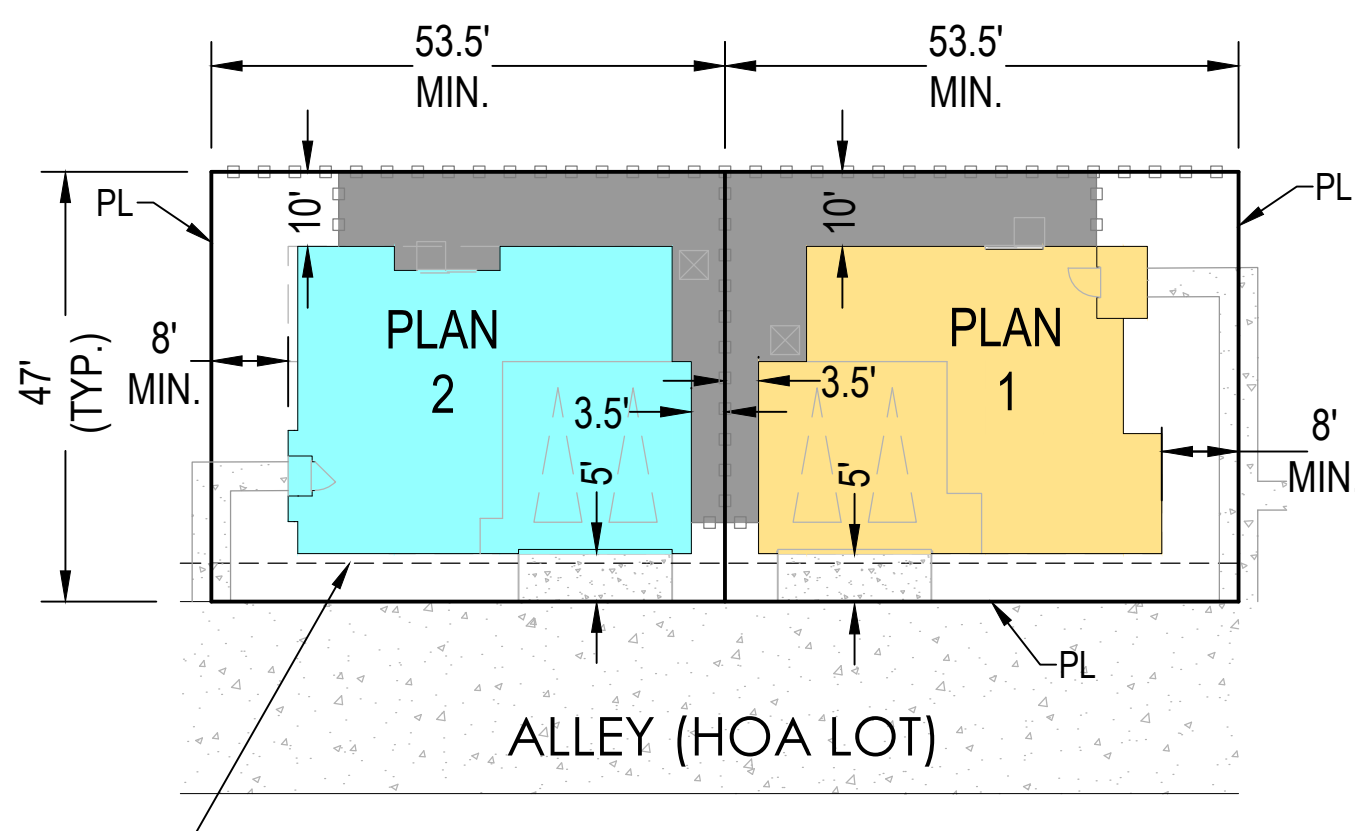
SHEET 4 of 4
JUNE 17, 2020



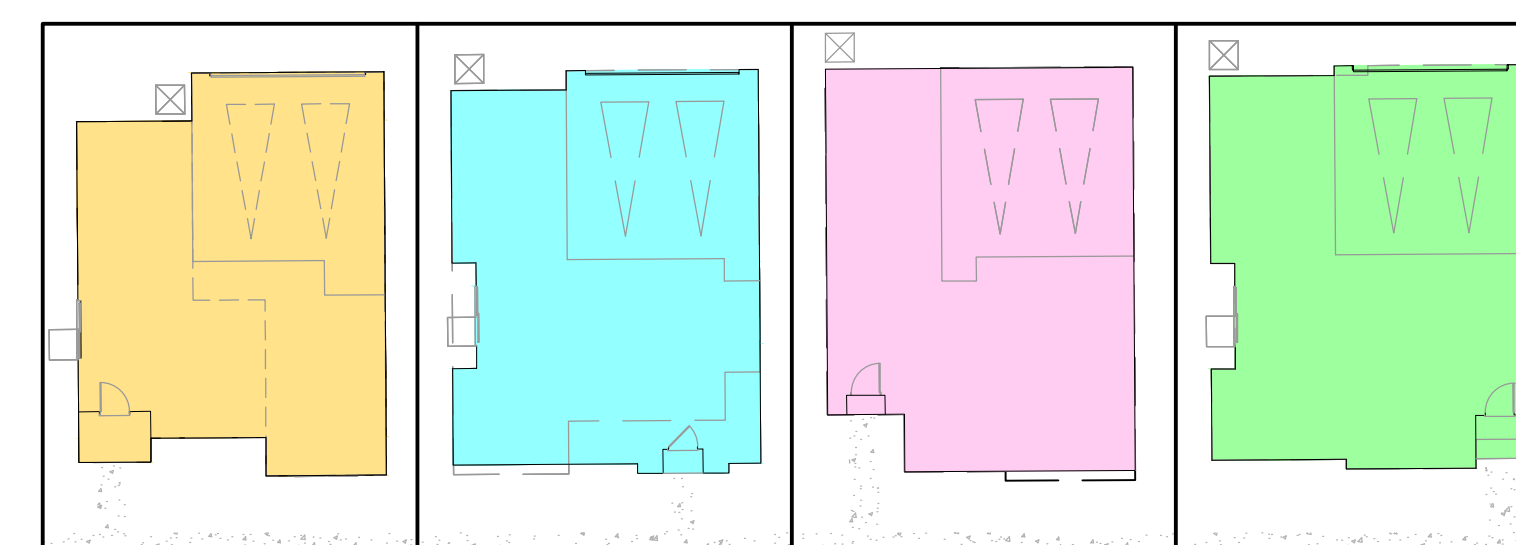
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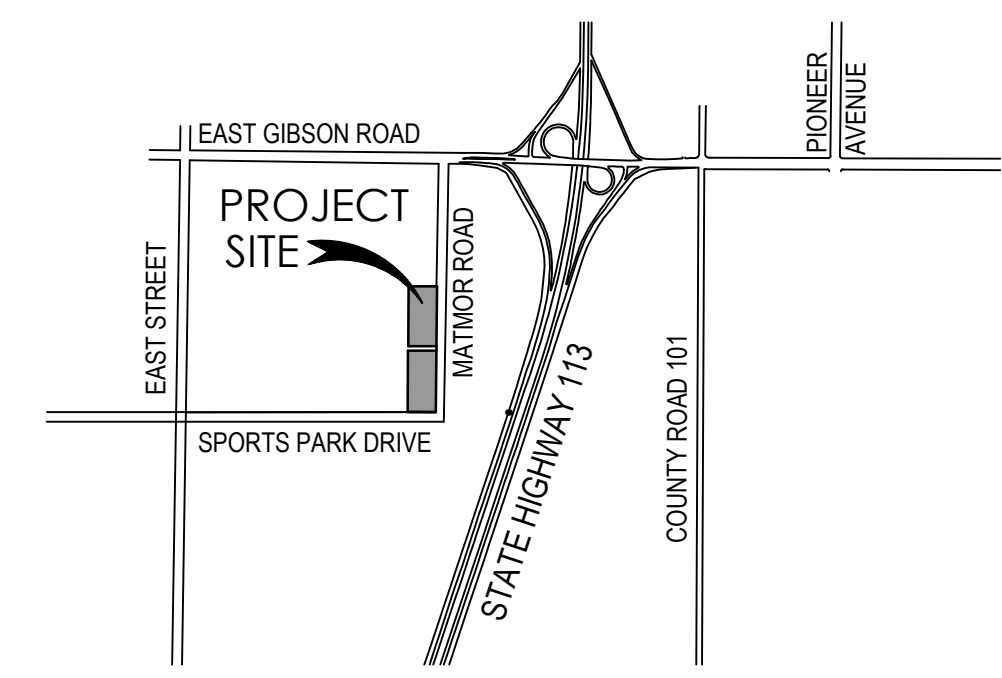
TYPICAL LOT LAYOUT



TYPICAL LOT LAYOUT (SIDE LOAD)



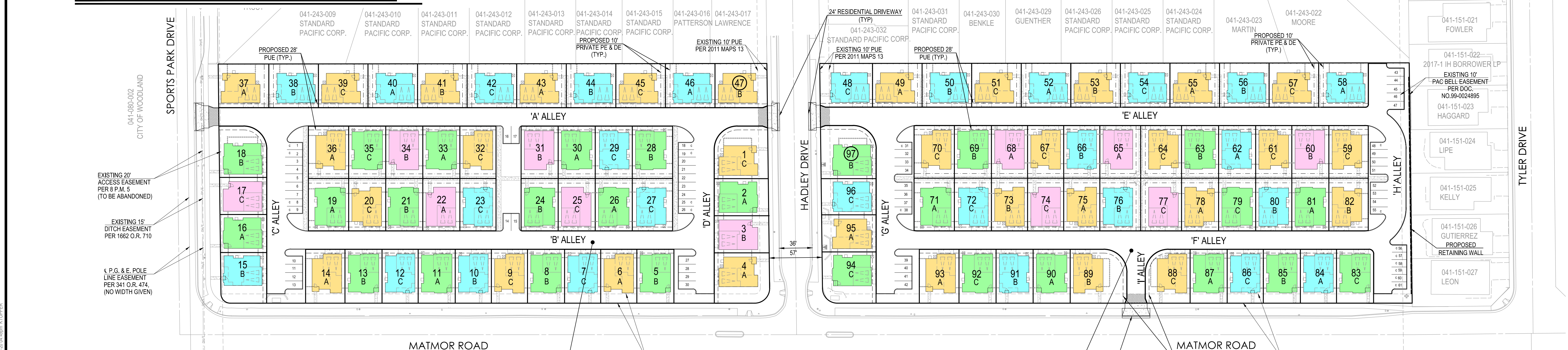
LOT MIX



VICINITY MAP

TYPICAL LOT LAYOUT LEGEND

- COURTYARD AREA
- COURTYARD FENCE/GATE
- USE EASEMENT



Parkside - 3 Elevation Key

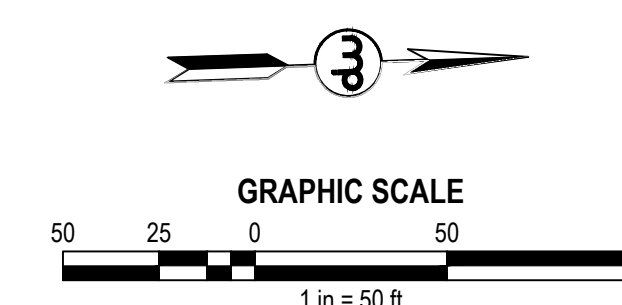
Lot #	Elevation	Lot #	Elevation	Lot #	Elevation	Lot #	Elevation	Lot #	Elevation	Lot #	Elevation
1	C	18	B	35	C	52	A	69	B	86	C
2	A	19	A	36	A	53	B	70	C	87	A
3	B	20	C	37	A	54	C	71	A	88	C
4	A	21	B	38	B	55	A	72	C	89	B
5	B	22	A	39	C	56	B	73	B	90	A
6	A	23	C	40	A	57	C	74	C	91	B
7	C	24	B	41	B	58	A	75	A	92	C
8	B	25	C	42	C	59	C	76	B	93	A
9	C	26	A	43	A	60	B	77	C	94	C
10	B	27	C	44	B	61	C	78	A	95	A
11	A	28	B	45	C	62	A	79	C	96	C
12	C	29	C	46	A	63	B	80	B	97	B
13	B	30	A	47	B	64	C	81	A		
14	A	31	B	48	C	65	A	82	B		
15	B	32	C	49	A	66	B	83	C		
16	A	33	A	50	B	67	C	84	A		
17	C	34	B	51	C	68	A	85	B		

PARKSIDE - 3

SITE DEVELOPMENT PLAN - ALT A

SHEET 2 of 4

AUGUST 11, 2020



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Exhibit "A "	
Development Standards for Parkside 3	
Single Family	
Lot Size (minimum)	
Area	2,000 sq. ft.
Width	39ft.
Permitted Density (maximum per lot)	
Residential Density	1 dwelling
Setbacks (minimum) ¹	
Front (Paseo)	8ft. min. from PL
Front (Public Road)	10ft. min. from PL and/or back-of-walk
Side:	3.5 ft. min. from PL
Rear (Perimeter)	10ft. min. from PL
Rear (Garage Door)	5 ft. min. driveway depth
Coverage (maximum)	
Lot Coverage	65%
Height (maximum)	
Height	32'
Parking (Minimum)	2 per Dwelling
Supplemental Design Standards	
1. Front Yard Stagger	None required
3. Two-story unit mix	No limit
4. Separation Between Second Story Elements	A minimum of 7 feet shall be provided between second story elements of adjacent two-story dwellings ²
5. Building Exterior	Architectural treatment shall be applied to all elevations of buildings as identified in Design Review booklet.

Notes:

(1) Steps may encroach into setback

(2) Second Story Elements such as but not limited to eaves and cornices may encroach up to 1' into a required setback provided adequate access/emergency egress paths are maintained.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVAL OF THE DESIGN REVIEW FOR THE PARKSIDE 3
PROJECT PROPOSAL**

WHEREAS, the applicant, CalAtlanticGroup, Inc (Lennar Corporation), filed Planning Application # PLNG 18-00070, to request approval of a design review application for the Parkside 3 project application; and

WHEREAS, the applicant prepared landscape plans and architectural designs, as attached to this Resolution as **Exhibit “1 and 2”**; and

WHEREAS, on August 20, 2020, the Planning Commission of the City of Woodland (“Planning Commission”) held a duly noticed public hearing at which all persons wishing to testify in connection with the project application were heard, and all other relevant information contained in the record were comprehensively reviewed by the Planning Commission; and

WHEREAS, at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted (6 Ayes and 1 No) to recommend to the City Council that the Design Review be approved; and

WHEREAS, on September 1, 2020 the City Council of the City of Woodland (“City Council”) held a duly noticed public hearing at which all persons wishing to testify in connection with the Project application were heard, and the Design Review and all other relevant information contained in the record were comprehensively reviewed by the City Council; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within a 1,000-foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, a desired intent of the SLSP is to create variety and interest along a street. Toward this end, the applicant has worked to develop architectural styles that provide significant differentiation yet still appears as a cohesive project; and

WHEREAS, the project proposes to landscape both public and private spaces. The public parkway strips will be landscaped as well as interior paseos and patios.

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby find and determine that the proposed design review,

landscaping, and architectural design does meet the Spring Lake Specific Plan Design Standards as conditioned.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting on the 1st day of September 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rich Lansberg, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

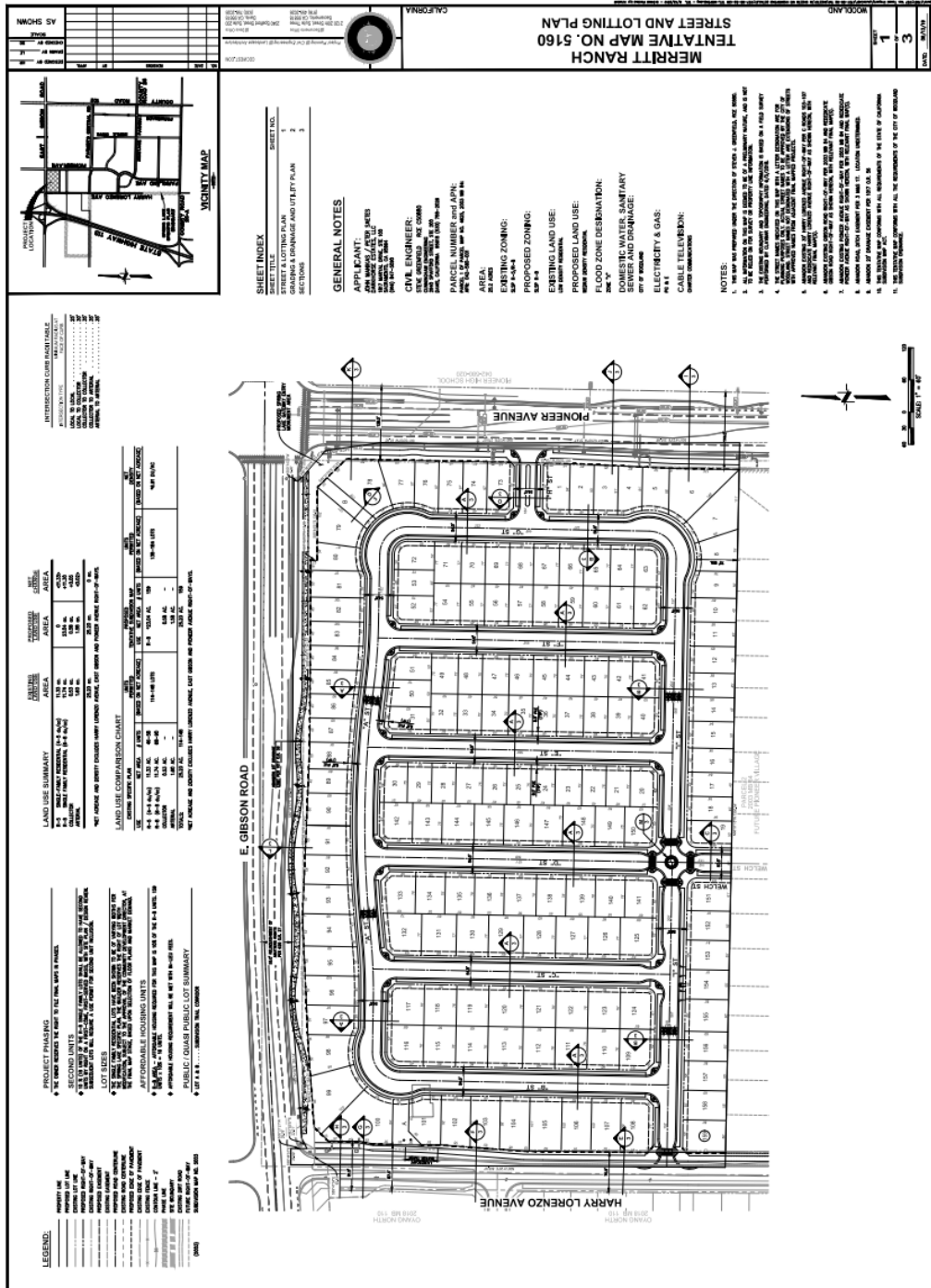
Kara K. Ueda, City Attorney

Dated:_____

Exhibit "1A" – Design Booklet

Exhibit "1B" – Landscape Plans

Exhibit 1



PARKSIDE 3

City of Woodland, California

June 15, 2020

DESIGN REVIEW SUBMITTAL

Prepared by Jeffrey DeMure + Associates Architects Planners, Inc.

LENNAR[®]



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TABLE OF CONTENTS

Streetscape - Matmor Road	4
Streetscape - Sports Park Drive	5
PLAN 1	
Plan 1 - All Elevation Styles	6
Plan 1 - Floor Plan 1,438 SF	7
Plan 1 - Elevation 'A' Cottage	8
Plan 1 - Elevation 'A' Sides & Rear	9
Plan 1 - Elevation 'A' Enhanced Sides & Rear	10
Plan 1 - Elevation 'A' Side load garage opt.	11
Plan 1 - Elevation 'B' Manor	12
Plan 1 - Elevation 'B' Sides & Rear	13
Plan 1 - Elevation 'B' Enhanced Sides & Rear	14
Plan 1 - Elevation 'B' Side load garage opt.	15
Plan 1 - Elevation 'C' French eclectic	16
Plan 1 - Elevation 'C' Sides & Rear	17
Plan 1 - Elevation 'C' Enhanced Sides & Rear	18
Plan 1 - Elevation 'C' Side load garage opt.	19
PLAN 2	
Plan 2 - All Elevation Styles	20
Plan 2 - Floor Plan 2,013 SF	21
Plan 2 - Elevation 'A' Cottage	22
Plan 2 - Elevation 'A' Sides & Rear	23
Plan 2 - Elevation 'A' Enhanced Sides & Rear	24
Plan 2 - Elevation 'A' Side load garage opt.	25
Plan 2 - Elevation 'B' Manor	26
Plan 2 - Elevation 'B' Sides & Rear	27
Plan 2 - Elevation 'B' Enhanced Sides & Rear	28
Plan 2 - Elevation 'B' Side load garage opt.	29
Plan 2 - Elevation 'C' French eclectic	30
Plan 2 - Elevation 'C' Sides & Rear	31
Plan 2 - Elevation 'C' Enhanced Sides & Rear	32
Plan 2 - Elevation 'C' Side load garage opt.	33

PLAN 3	
Plan 3 - All Elevation Styles	34
Plan 3 - Floor Plan 2,031 SF	35
Plan 3 - Elevation 'A' Cottage	36
Plan 3 - Elevation 'A' Sides & Rear	37
Plan 3 - Elevation 'A' Enhanced Sides & Rear	39
Plan 3 - Elevation 'B' Manor	40
Plan 3 - Elevation 'B' Sides & Rear	41
Plan 3 - Elevation 'B' Enhanced Sides & Rear	43
Plan 3 - Elevation 'C' French eclectic	44
Plan 3 - Elevation 'C' Sides & Rear	45
Plan 3 - Elevation 'C' Enhanced Sides & Rear	47
PLAN 4	
Plan 4 - All Elevation Styles	48
Plan 4 - Floor Plan 2,185 SF	49
Plan 4 - Elevation 'A' Cottage	50
Plan 4 - Elevation 'A' Sides & Rear	51
Plan 4 - Elevation 'A' Enhanced Sides & Rear	53
Plan 4 - Elevation 'B' Manor	54
Plan 4 - Elevation 'B' Sides & Rear	55
Plan 4 - Elevation 'B' Enhanced Sides & Rear	57
Plan 4 - Elevation 'C' French eclectic	58
Plan 4 - Elevation 'C' Sides & Rear	59
Plan 4 - Elevation 'C' Enhanced Sides & Rear	61
Color Palettes	63

STREETSCAPE - MATMOR ROAD

MANOR

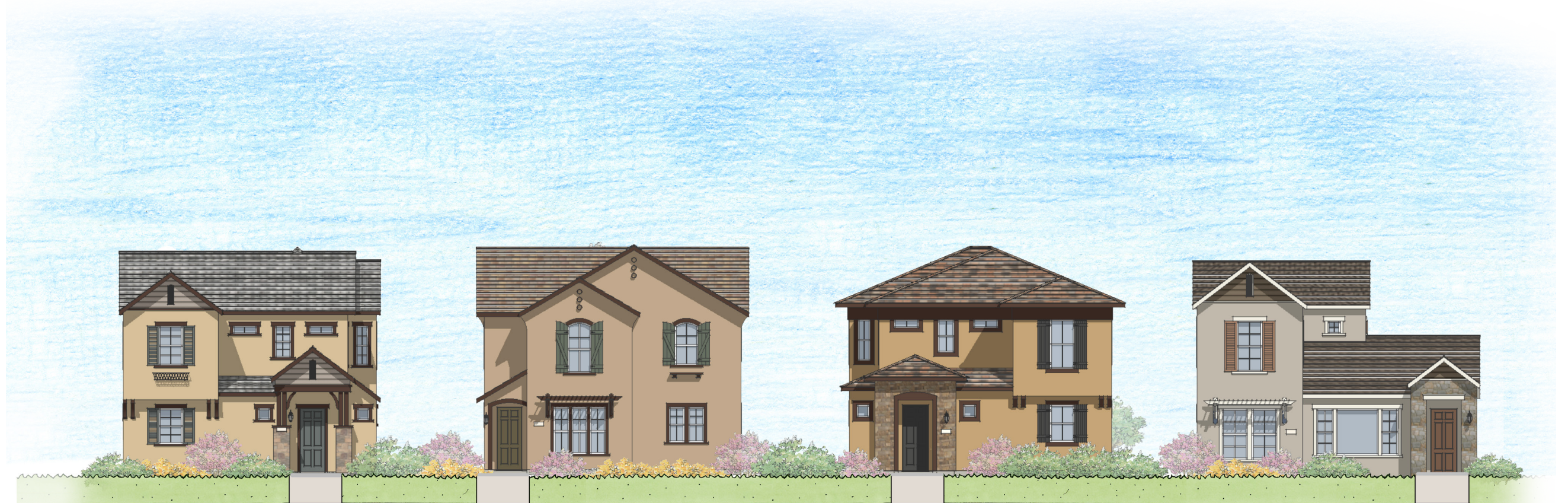
Inspired by the French Manor House, this architectural style is a bit more formal with its hipped roof and straight lines. Other identifying features are focal elements embellished with stone, plank shutters painted an accent color to match the front dorm, and decorative iron details to further enhance the elevation.

COTTAGE

A timeless combination of materials, colors, and details makes this architectural style both charming and attractive. Inspired by the French cottages found in town and in the country, this enchanting elevation is very appealing. Arched entry portals and arched windows along with curved corbels at the feature gables enhanced with a row of canales are some of the identifying features of this style. The home is further enhanced with plank shelves supported with decorative brackets and plank shutters with 'Z' braces painted an accent color to match the front door.

FRENCH ECLECTIC

Inspired by the French country home, this architectural style is a bit more casual and would typically be found in the countryside or more rural areas. This elevation features stone at focal areas such as the entry, or as a base to help anchor the home visually. Curved wooden brackets and braces support trellis elements and cantilevers. The roof features gables with horizontal siding punctuated with a decorative vent. Additional features of this style are windows embellished with trellis work and louvered shutters painted an accent color to match the front door.



'FRENCH ECLECTIC'

PLAN 2

2,013 SF

'COTTAGE'

PLAN 4

2,185 SF

'MANOR'

PLAN 2

2,013 SF

'FRENCH ECLECTIC'

PLAN 1

1,438 SF

STREETSCAPE - SPORTS PARK DRIVE



'COTTAGE'

PLAN 1
1,438 SF

'MANOR'

PLAN 4
2,185 SF

'FRENCH ECLECTIC'

PLAN 3
2,031 SF

'COTTAGE'

PLAN 4
2,185 SF

'MANOR'

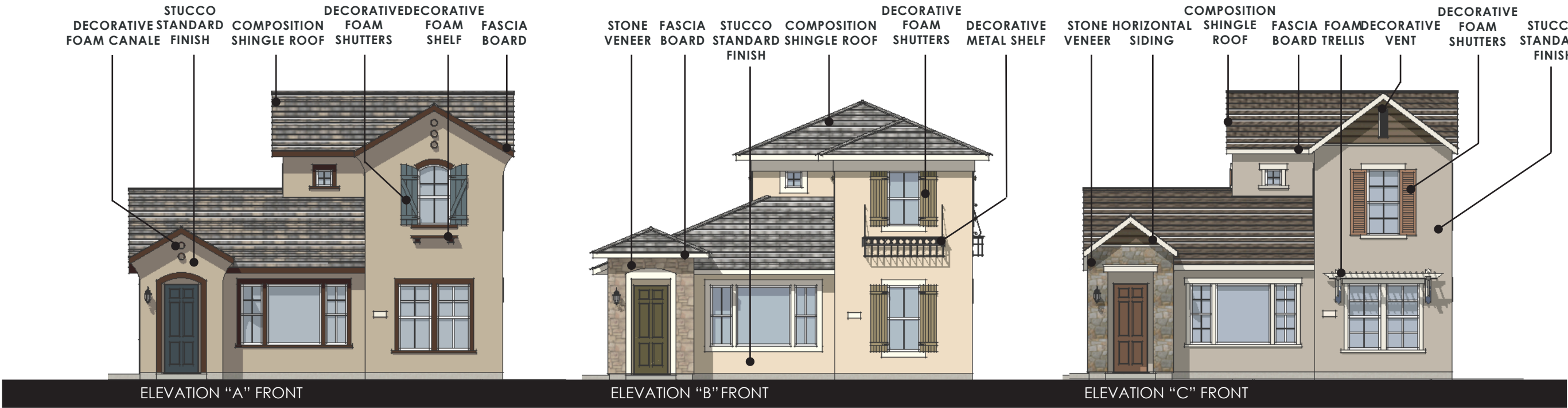
PLAN 2
2,013 SF

PARKSIDE 3
City of Woodland, California

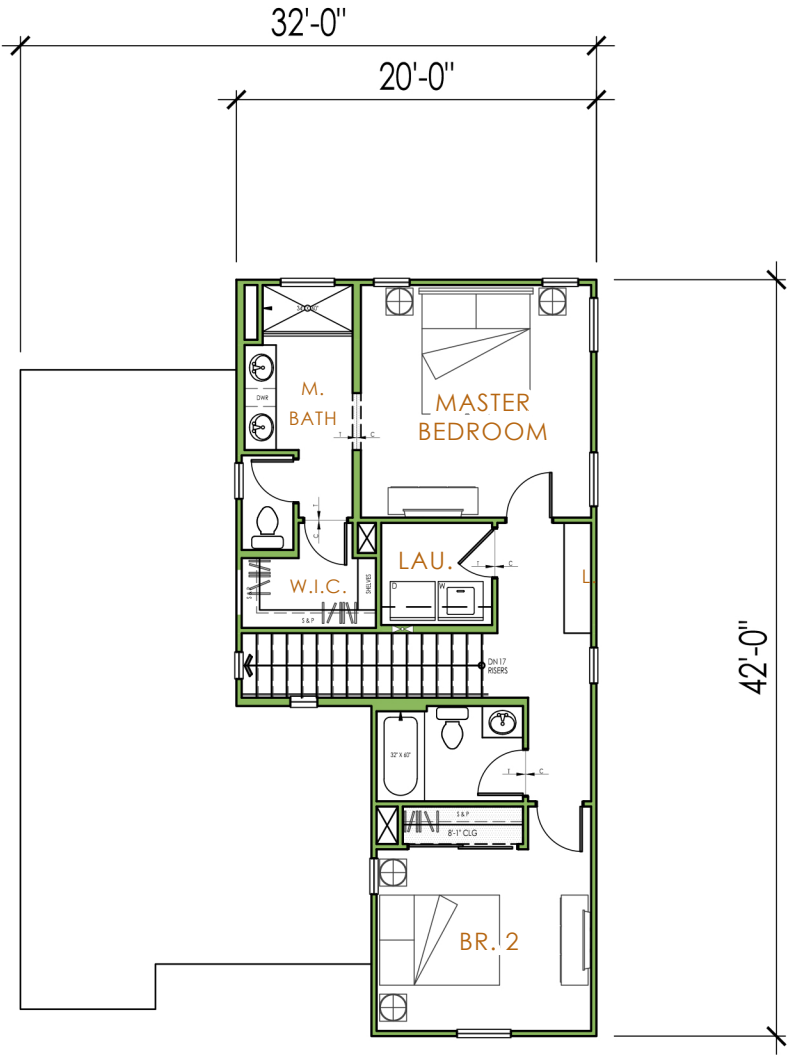
LENNAR®

PLAN 1 - ALL ELEVATION STYLES

* REFER TO COLOR PALETTE SHEETS STANDARD FINISHES AND MATERIALS



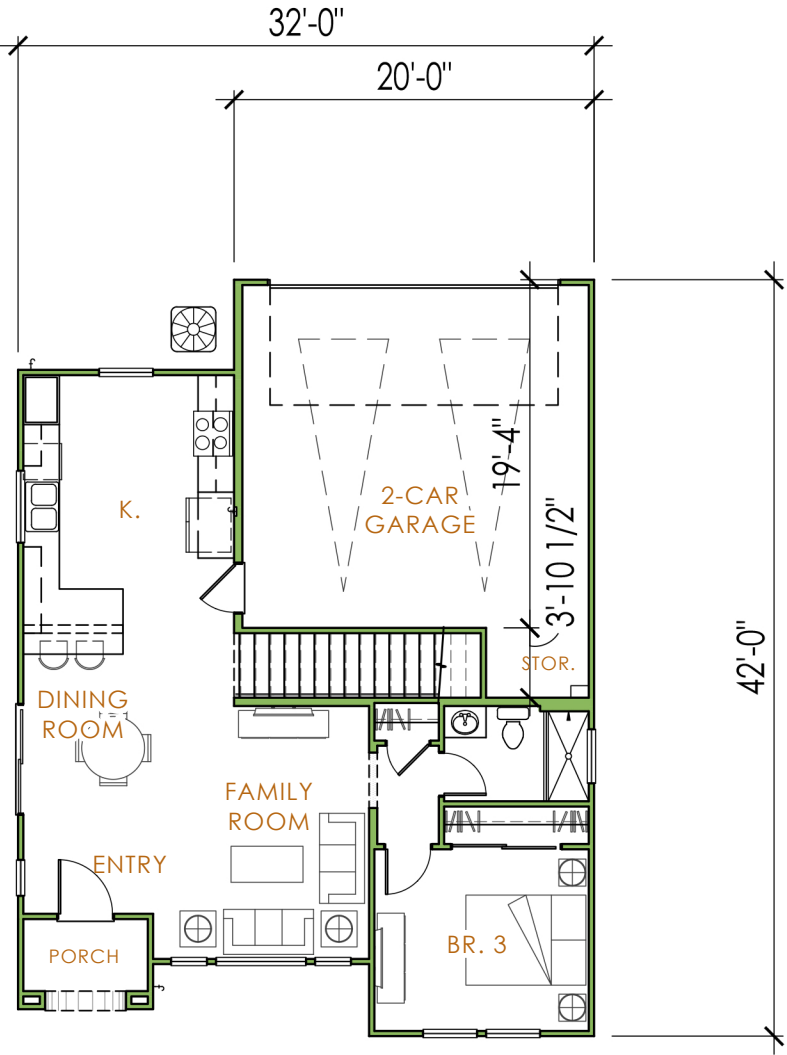
PLAN 1 - FLOOR PLAN 1,438 SF



UPPER FLOOR

ELEVATION "A" SHOWN

SCALE: 3/32"=1'-0"



MAIN FLOOR

ELEVATION "A" SHOWN

SCALE: 3/32"=1'-0"

Floor Area	
LIVING AREA:	
FIRST FLOOR LIVING:	784.6 SQ. FT.
SECOND FLOOR LIVING:	653.4 SQ. FT.
TOTAL LIVING AREA:	1438 SQ. FT.
OTHER AREAS:	
GARAGE:	403 SQ. FT.
COVERED PORCH:	37 SQ. FT.

PARKSIDE 3

City of Woodland, California

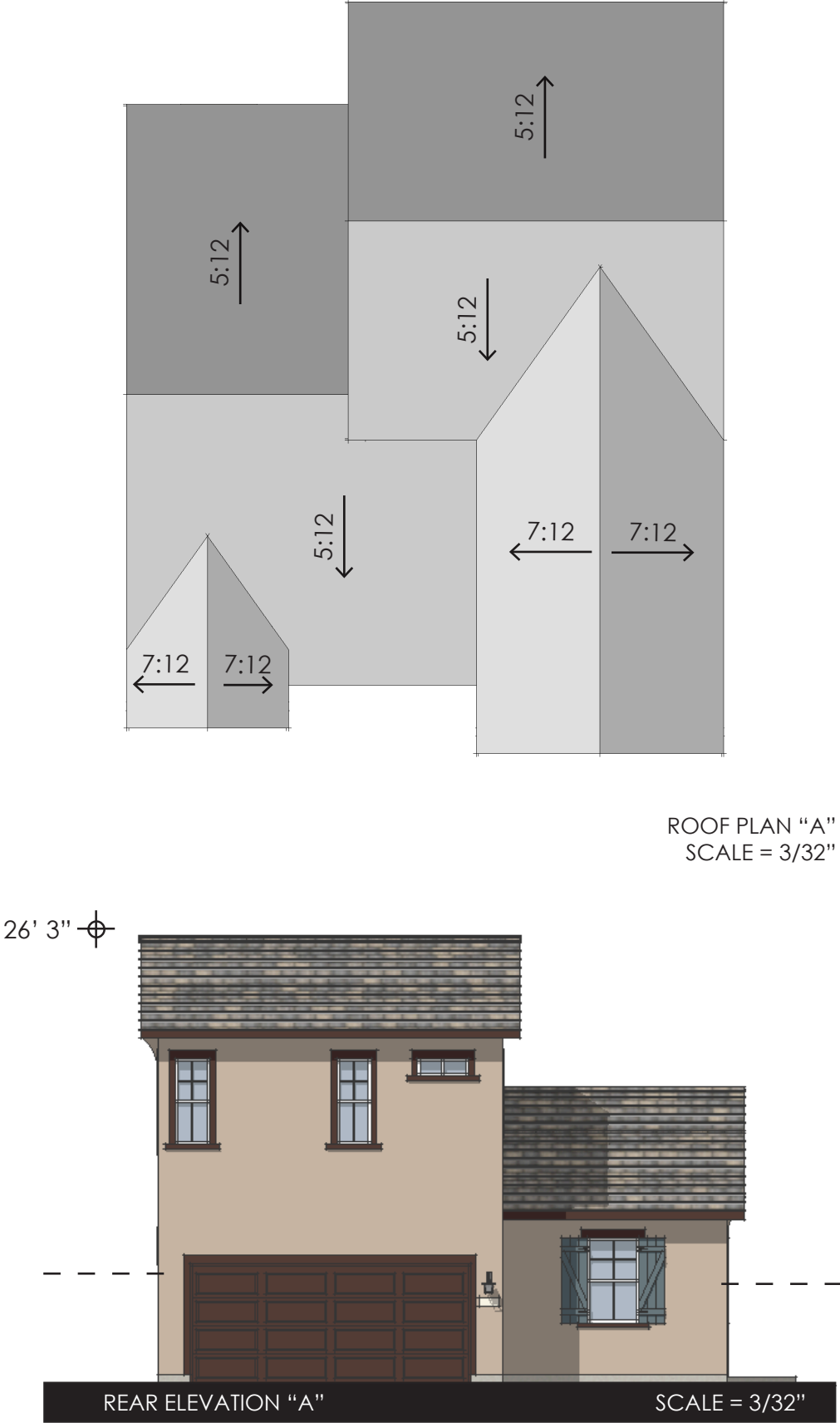
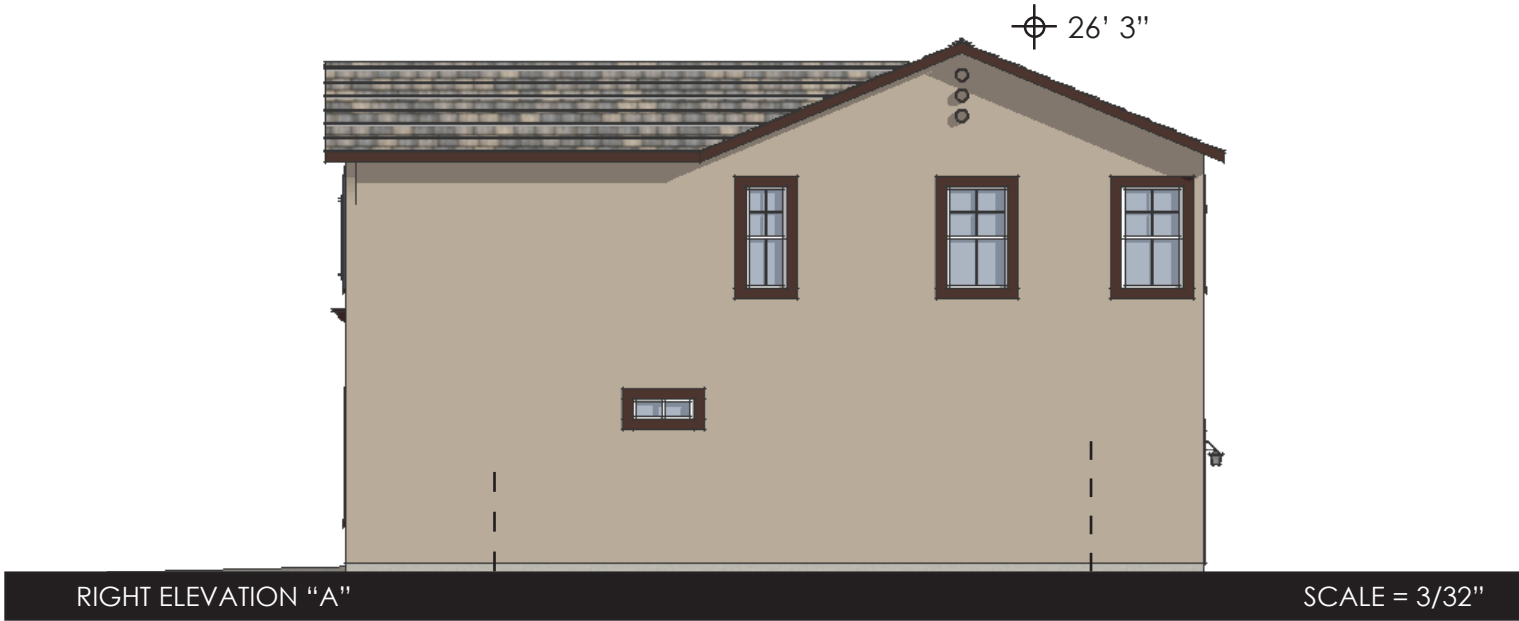
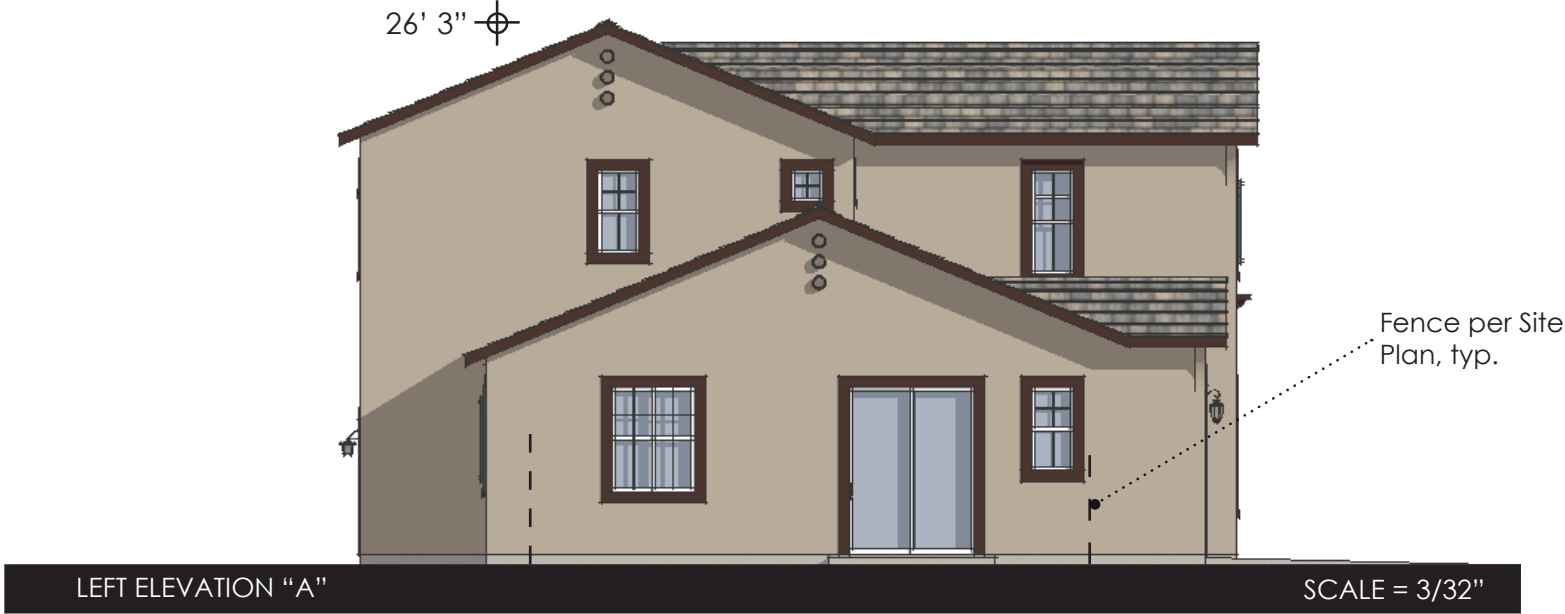
LENNAR®

PLAN 1 - ELEVATION 'A' COTTAGE



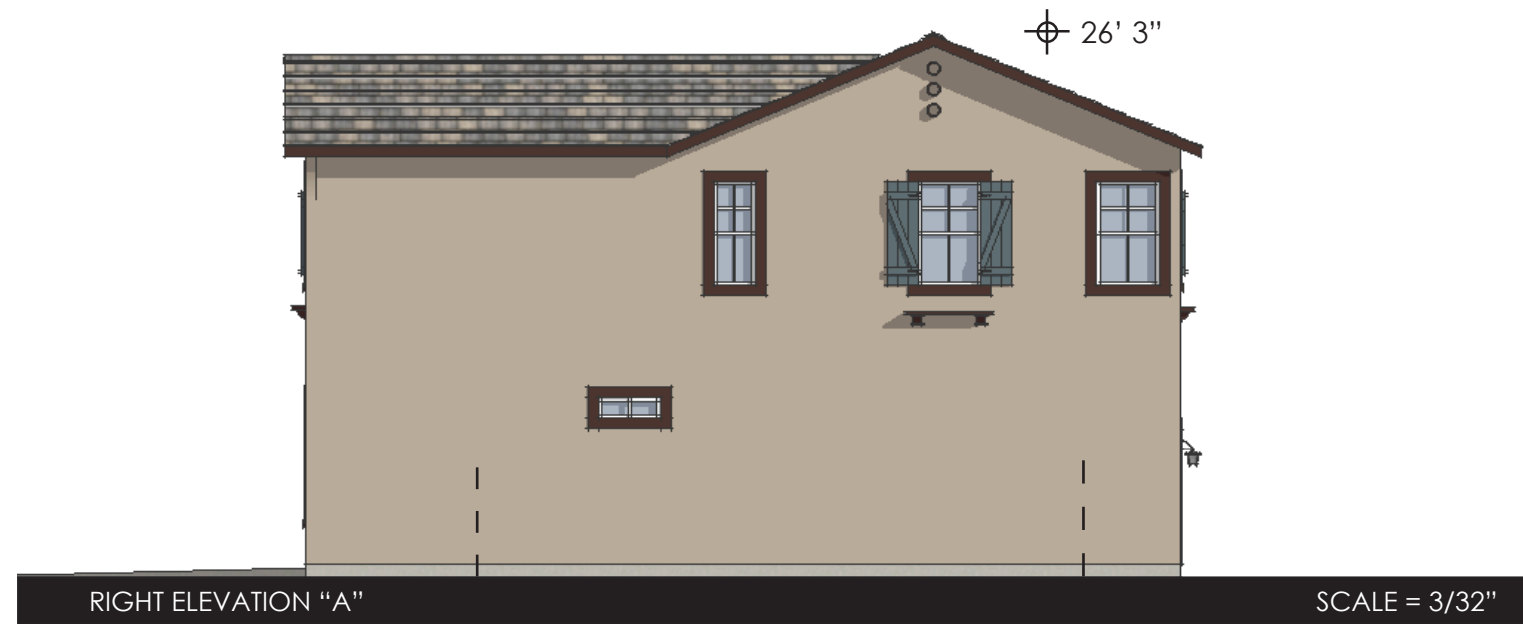
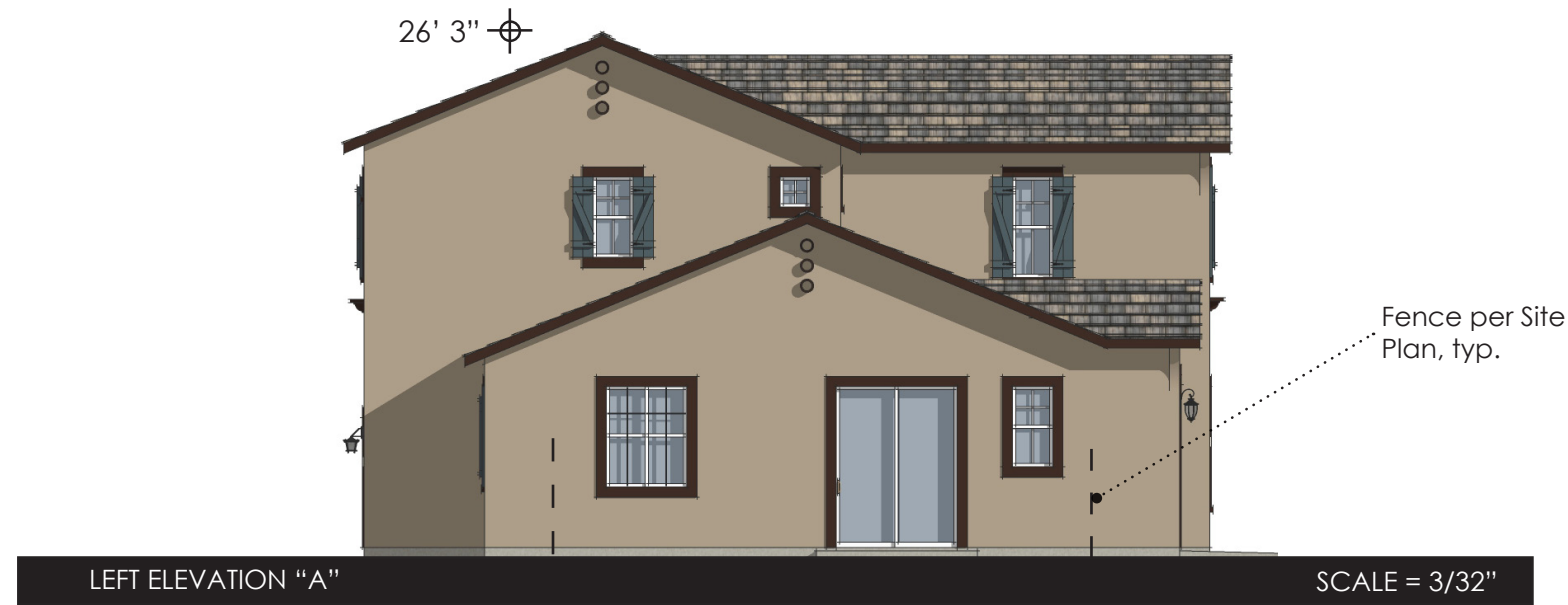
Cottage - Color Scheme 3

PLAN 1 - ELEVATION 'A' SIDES & REAR



PLAN 1 - ELEVATION 'A' ENHANCEMENTS

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



PLAN 1 - ELEVATION 'A' SIDE LOAD GARAGE OPTION

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR

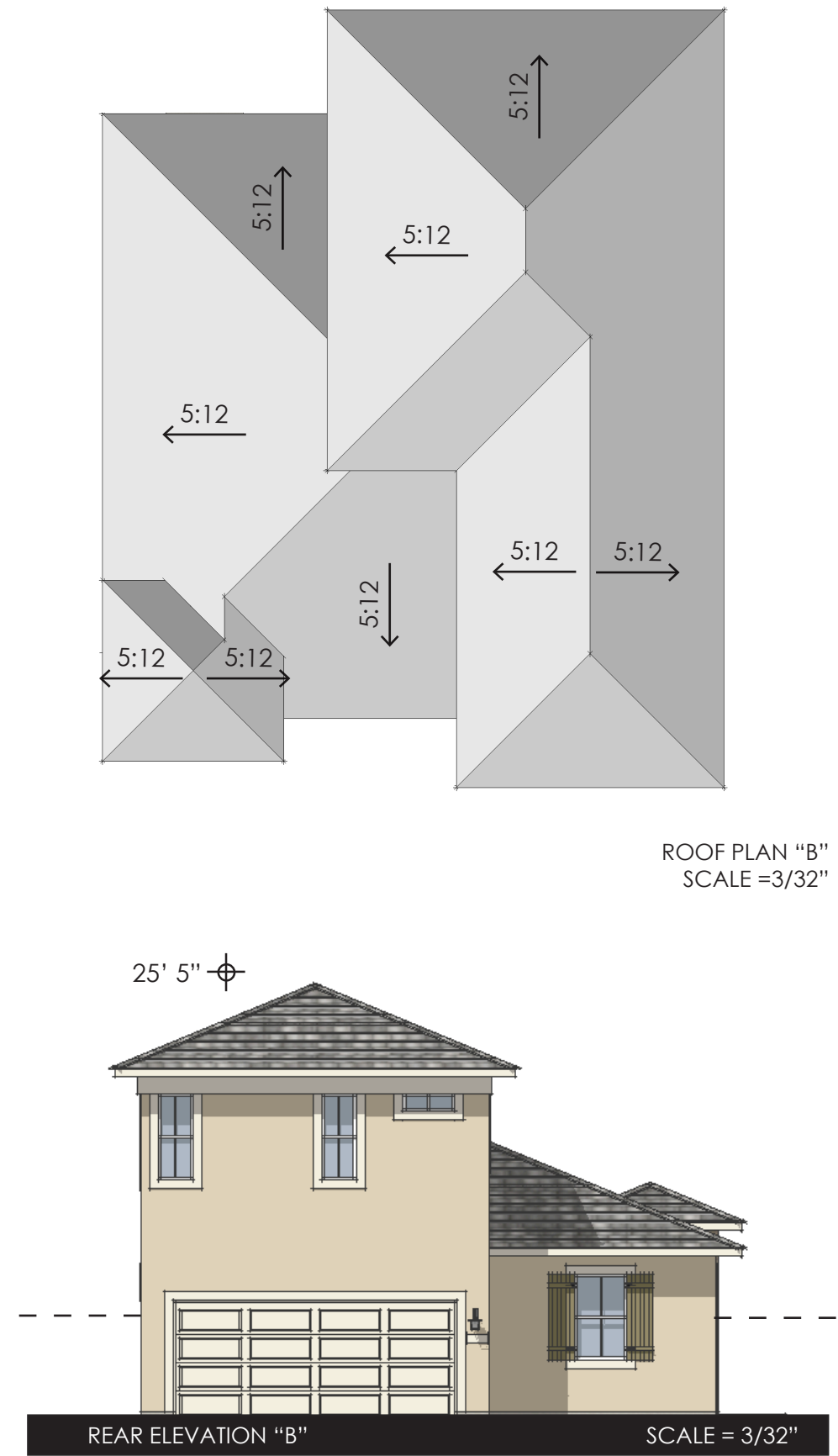
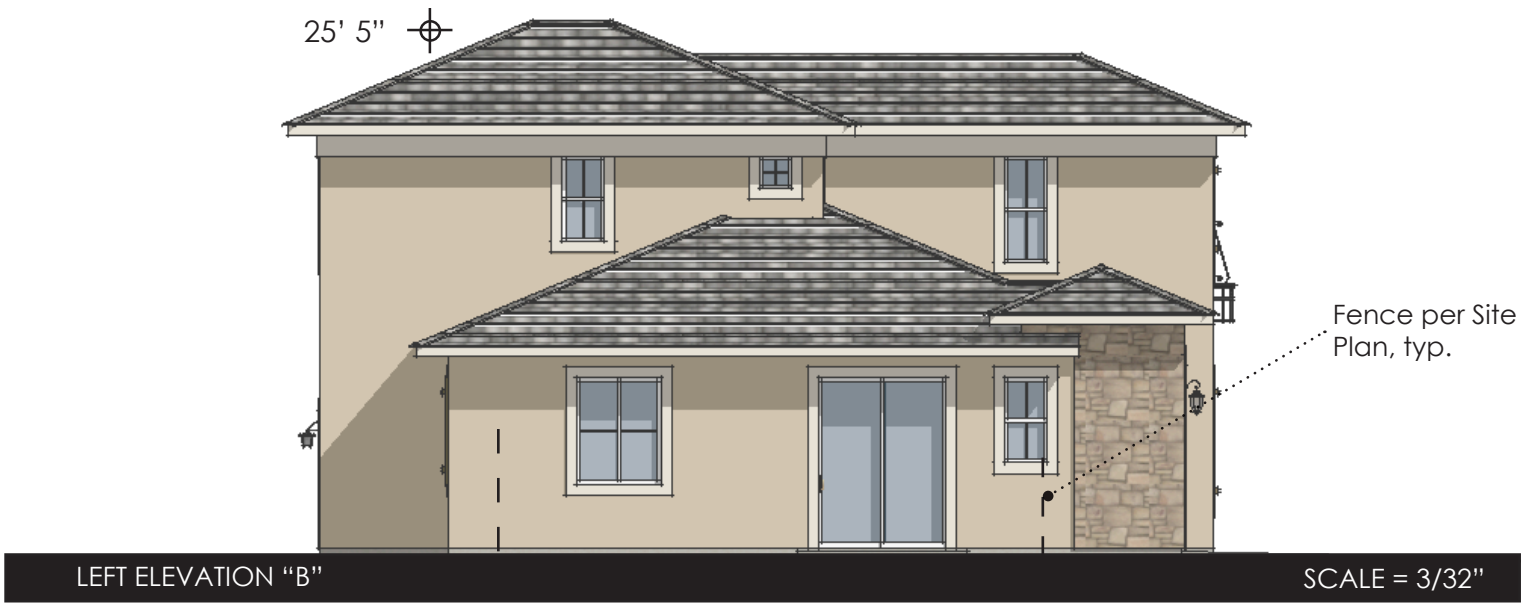


PLAN 1 - ELEVATION 'B' MANOR



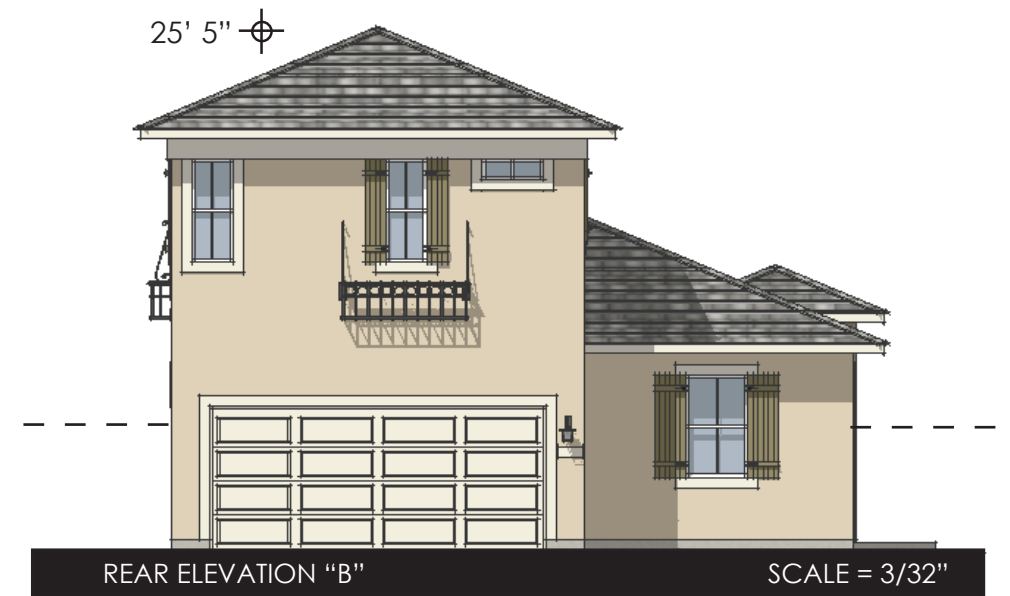
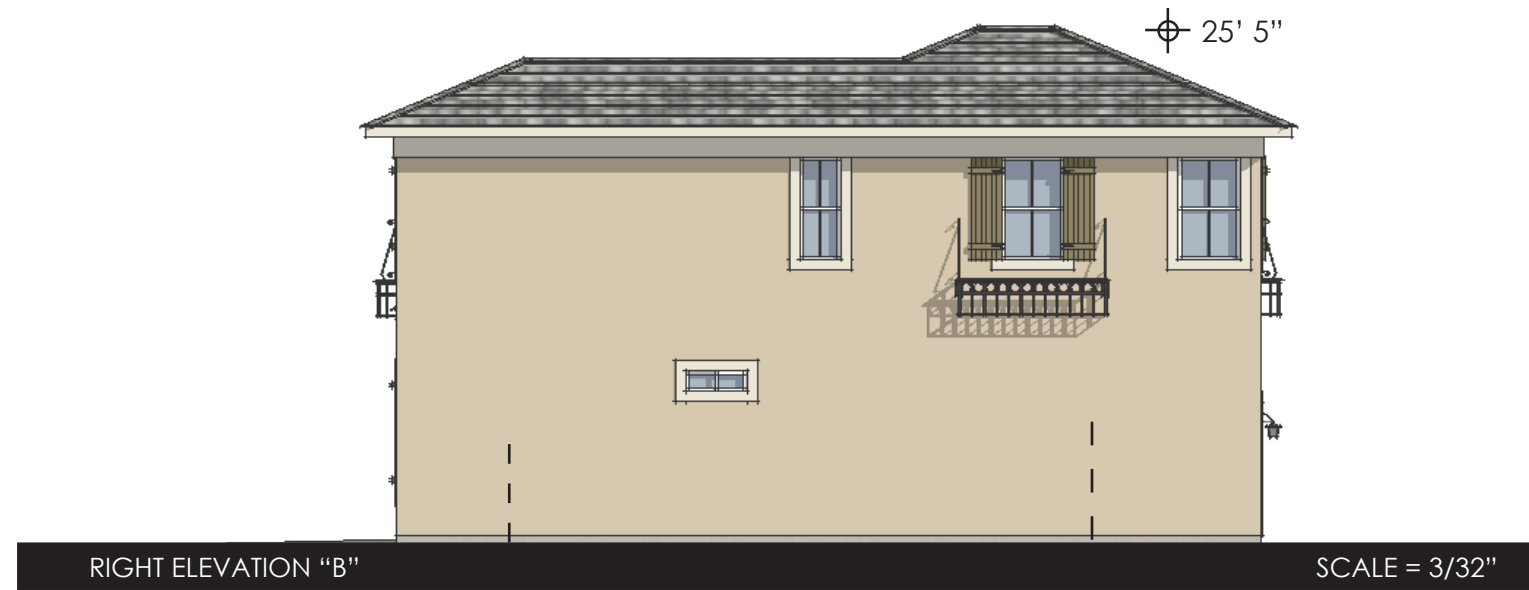
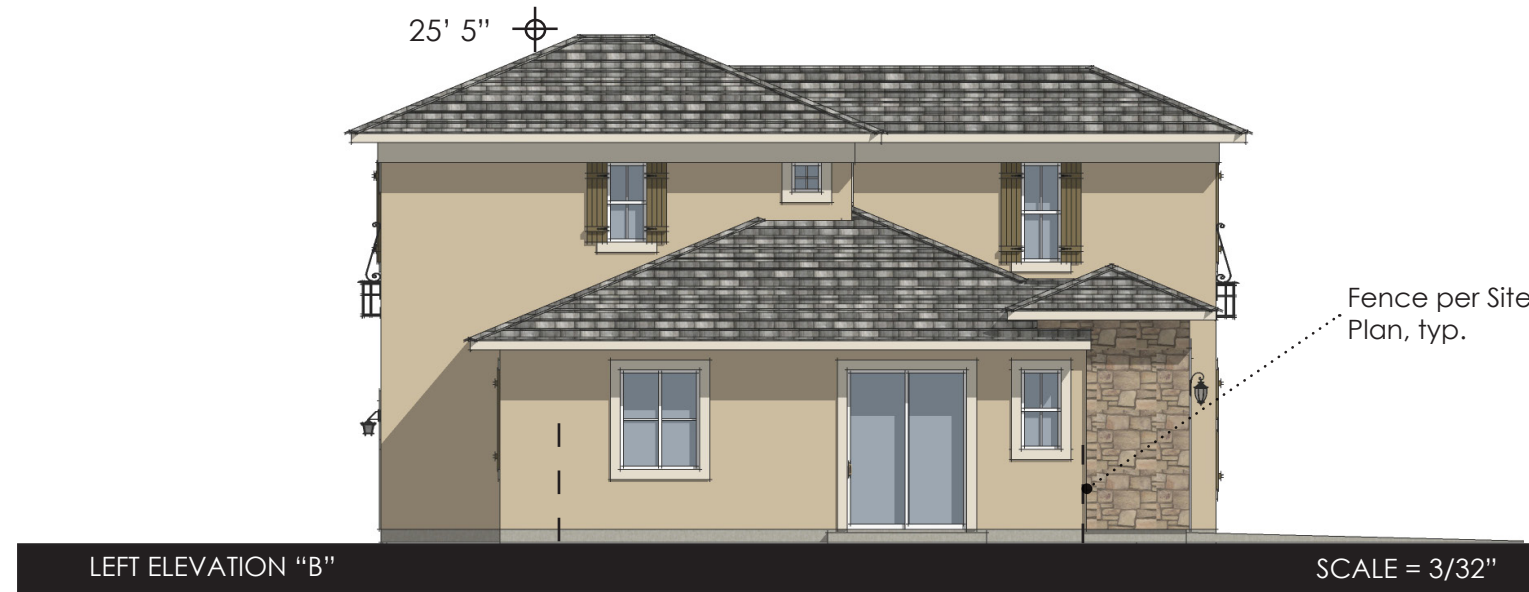
Manor - Color Scheme 1

PLAN 1 - ELEVATION 'B' SIDES & REAR



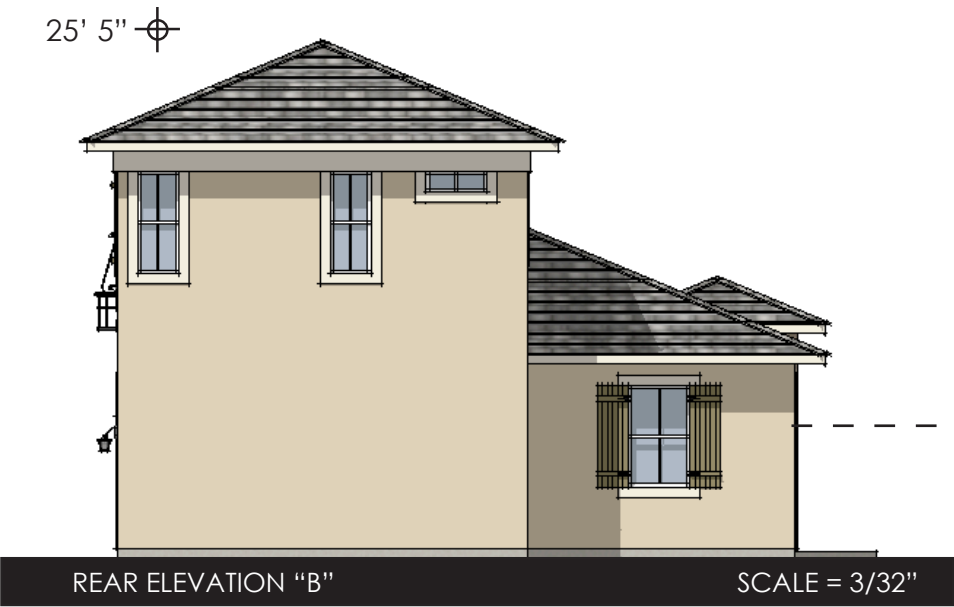
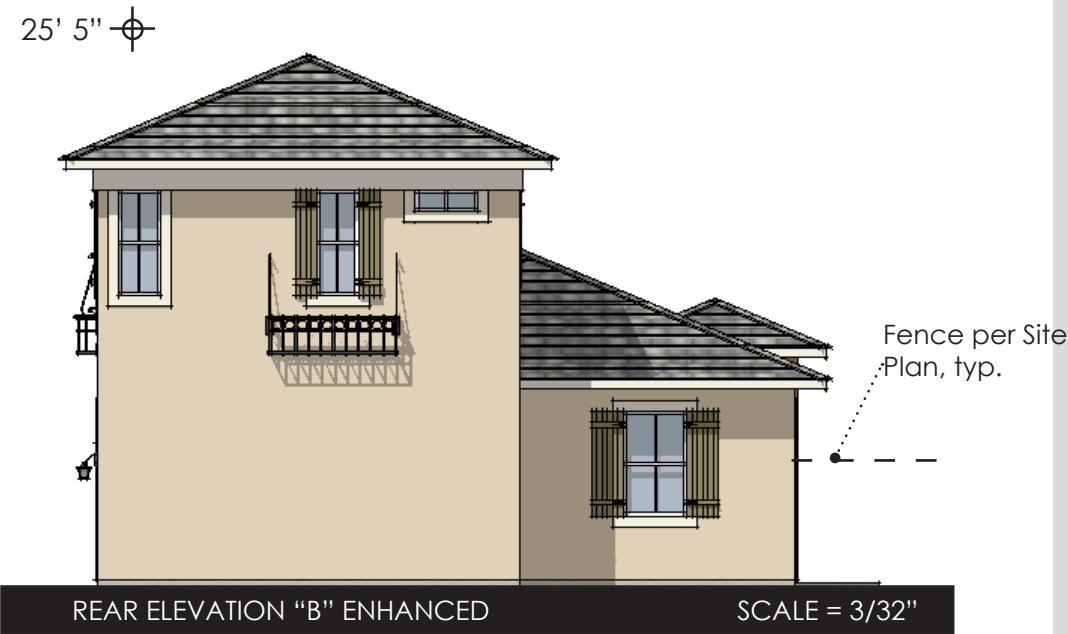
PLAN 1 - ELEVATION 'B' ENHANCEMENTS

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



PLAN 1 - ELEVATION 'B' SIDE LOAD GARAGE OPTION

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR

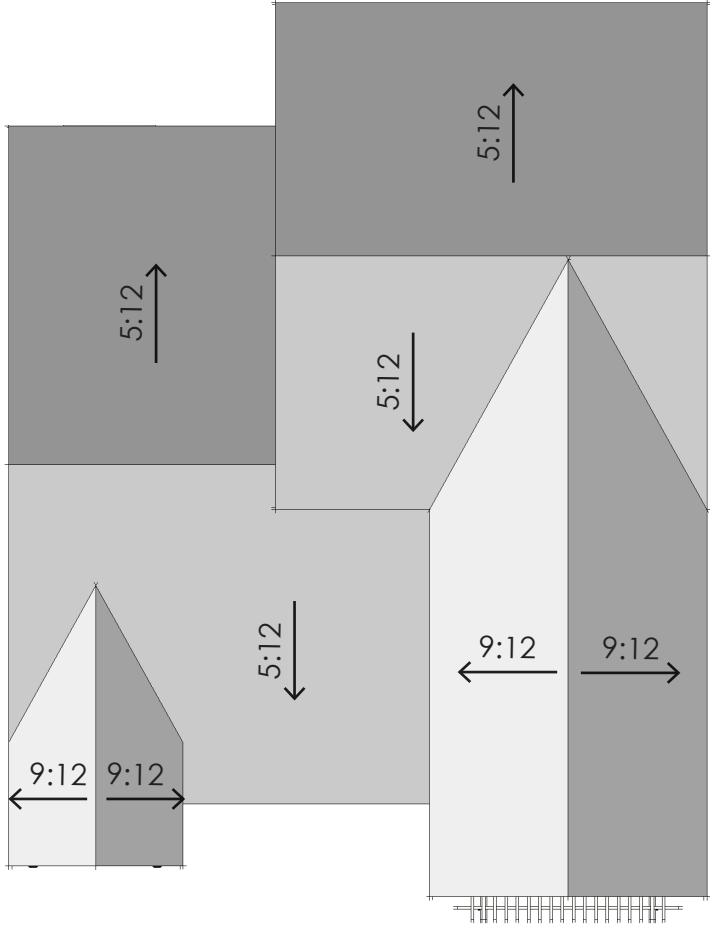
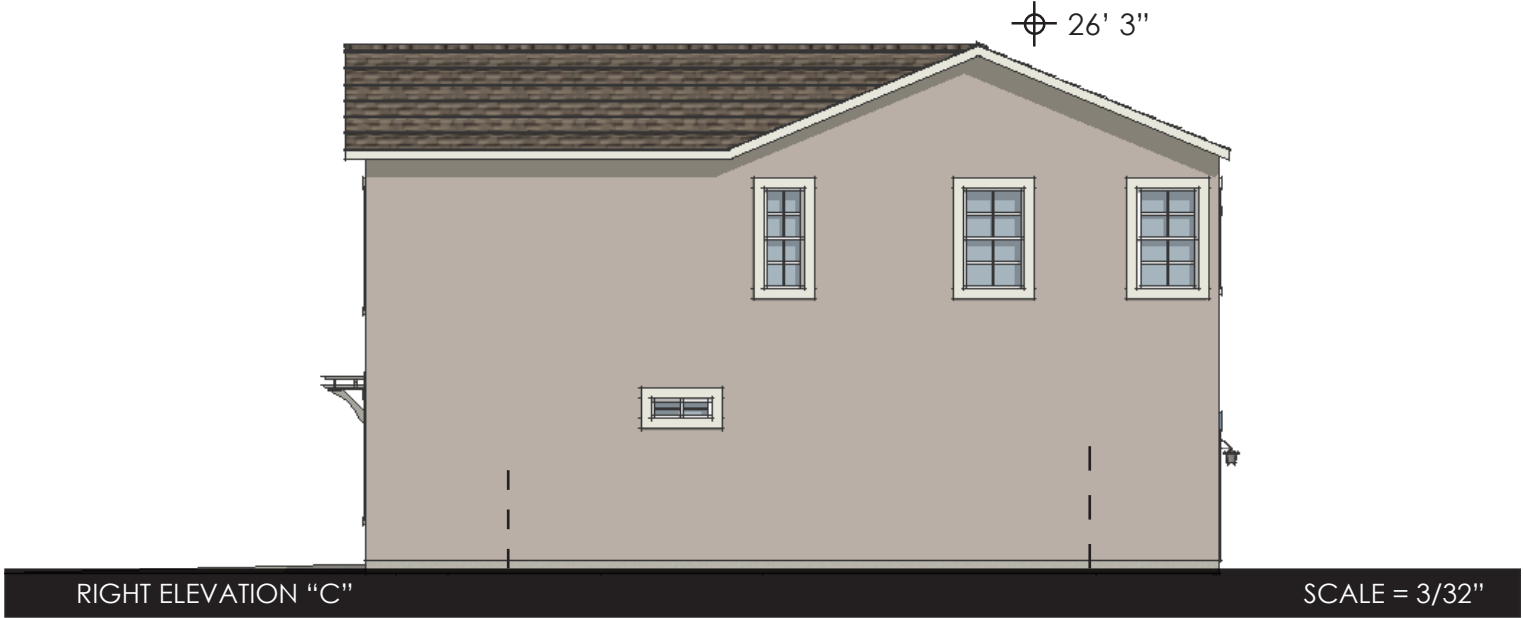
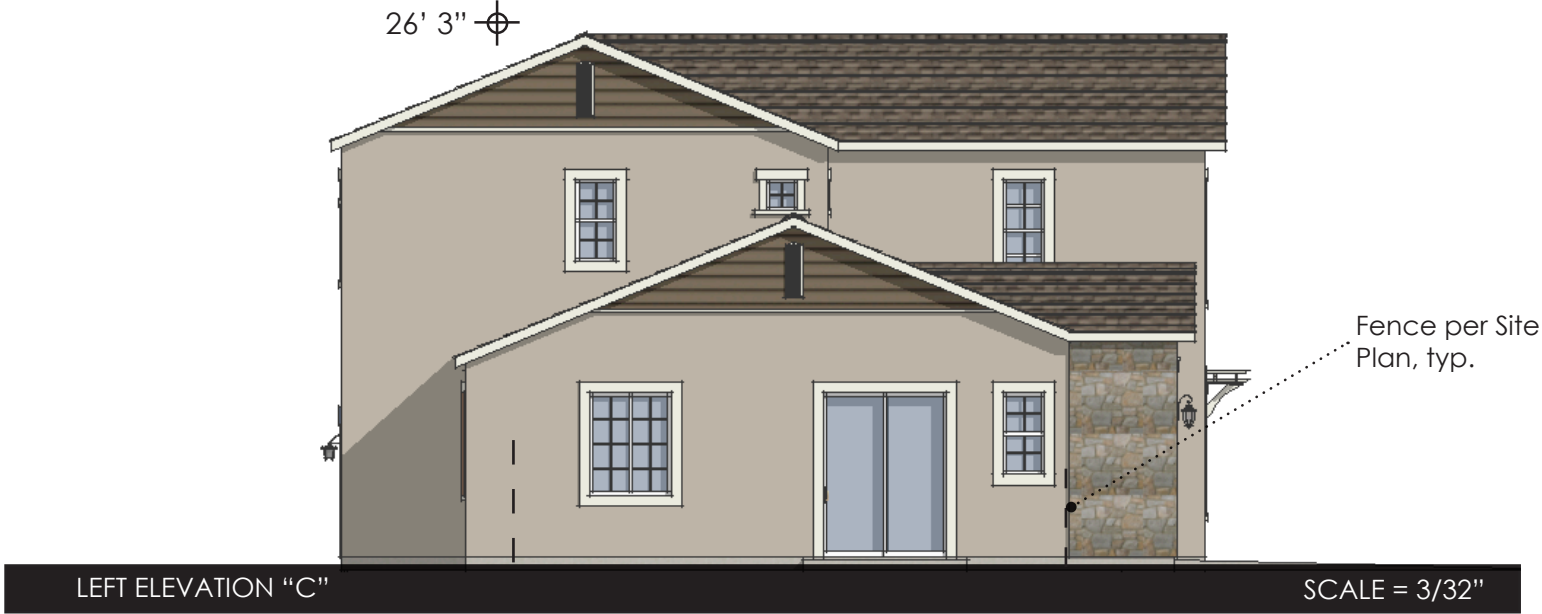


PLAN 1 - ELEVATION 'C' FRENCH ECLECTIC



French Eclectic - Color Scheme 2

PLAN 1 - ELEVATION 'C' SIDES & REAR

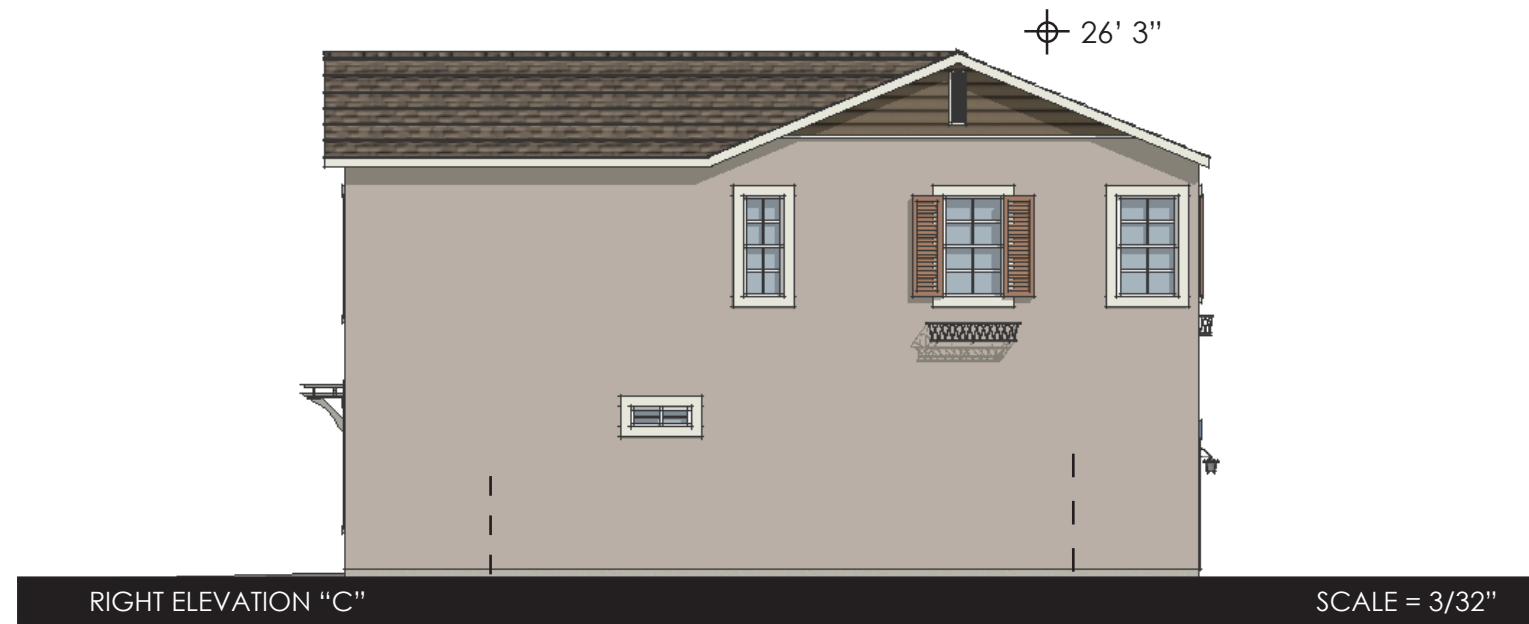
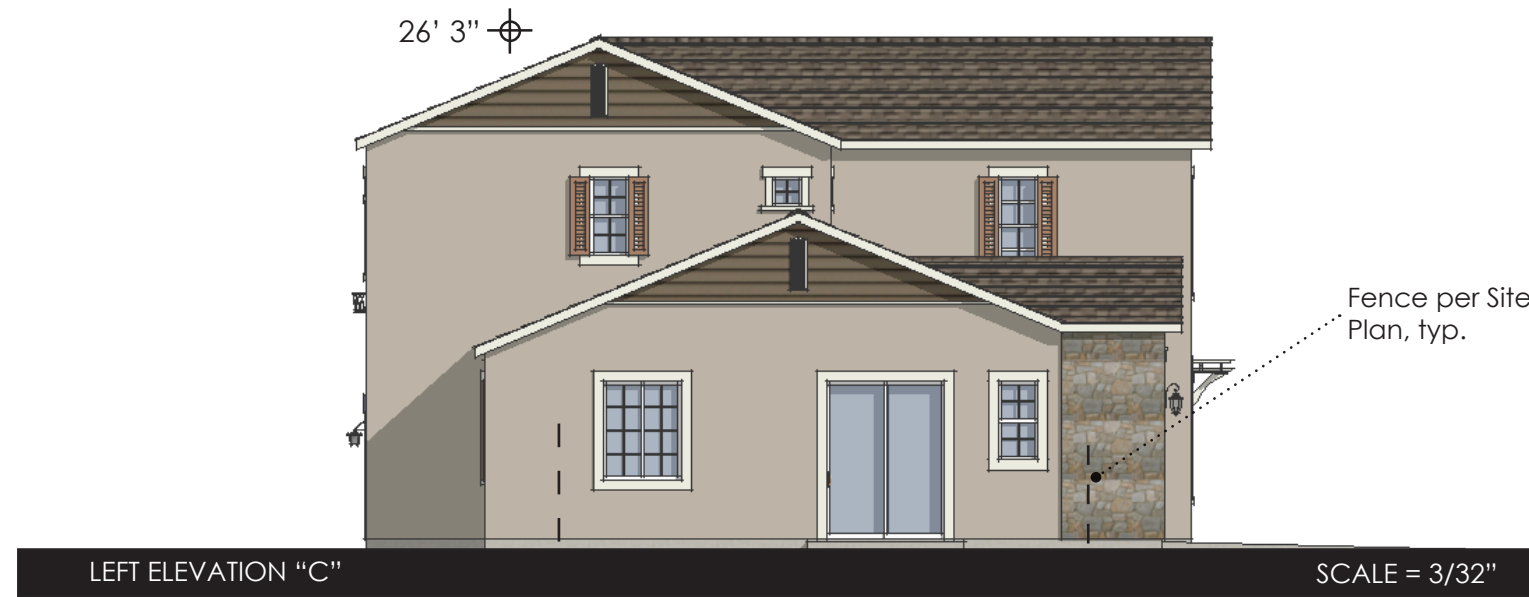


ROOF PLAN "C"
SCALE = 3/32"



PLAN 1 - ELEVATION 'C' ENHANCEMENTS

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



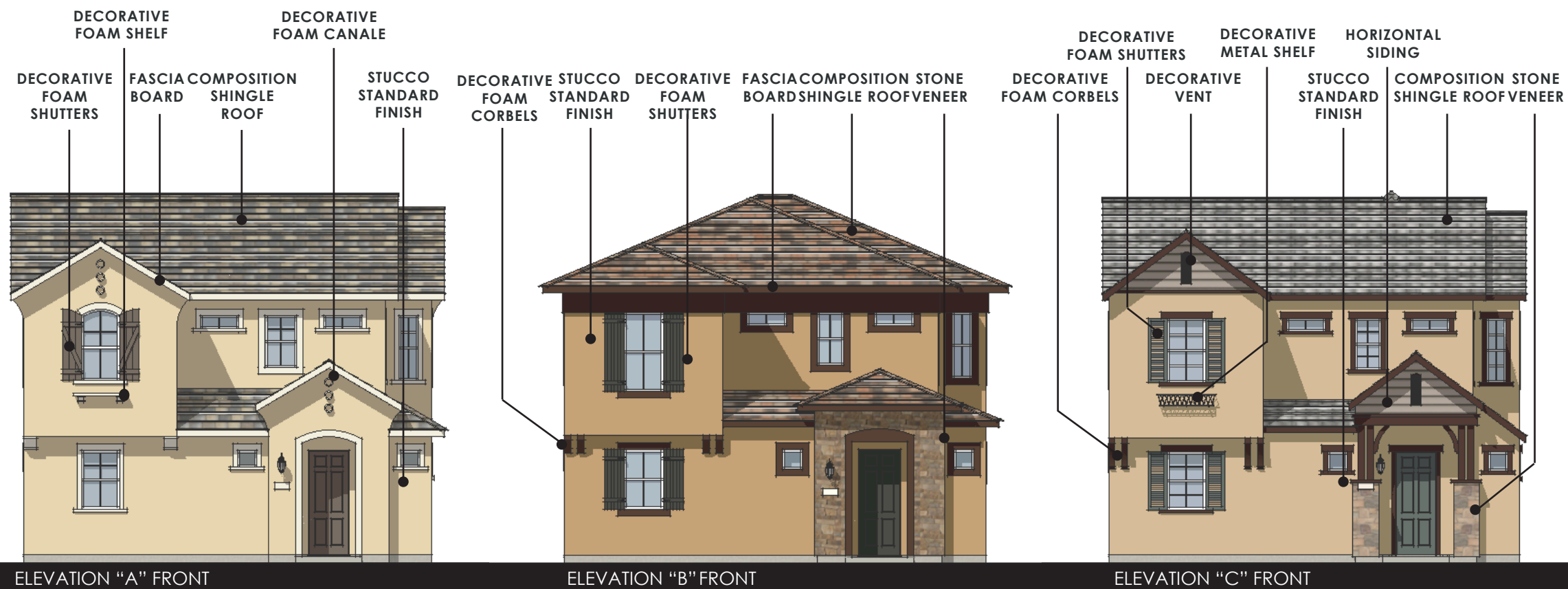
PLAN 1 - ELEVATION 'C' SIDE LOAD GARAGE OPTION

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR

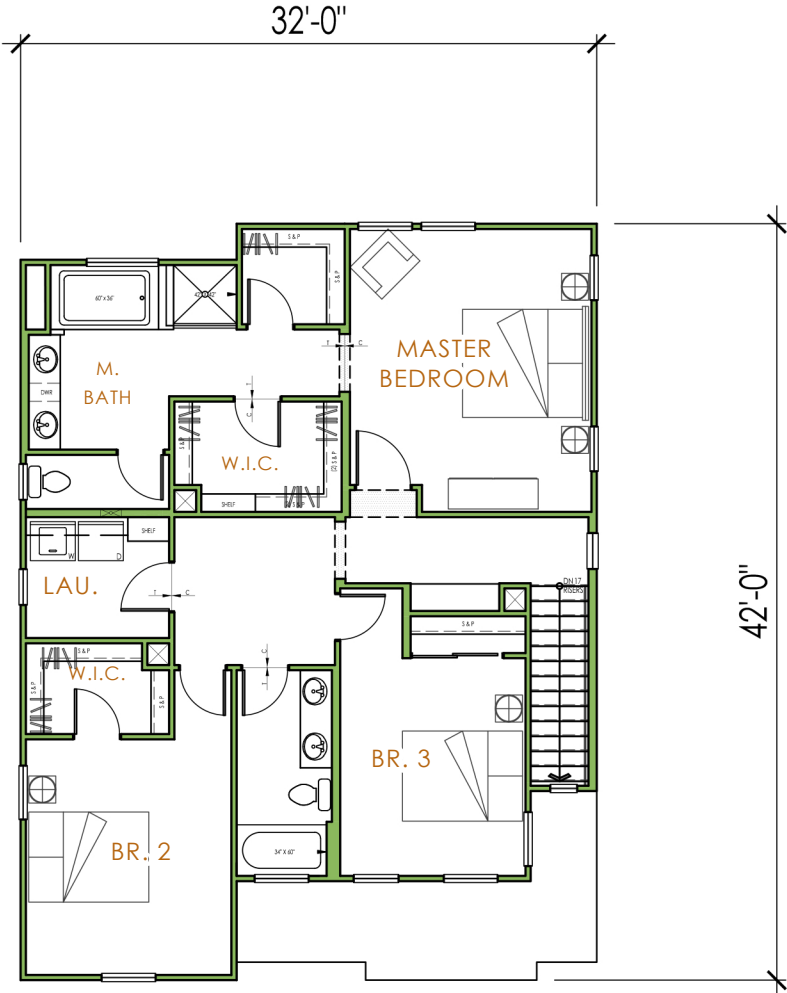


PLAN 2 - ALL ELEVATION STYLES

* REFER TO COLOR PALETTE SHEETS STANDARD FINISHES AND MATERIALS



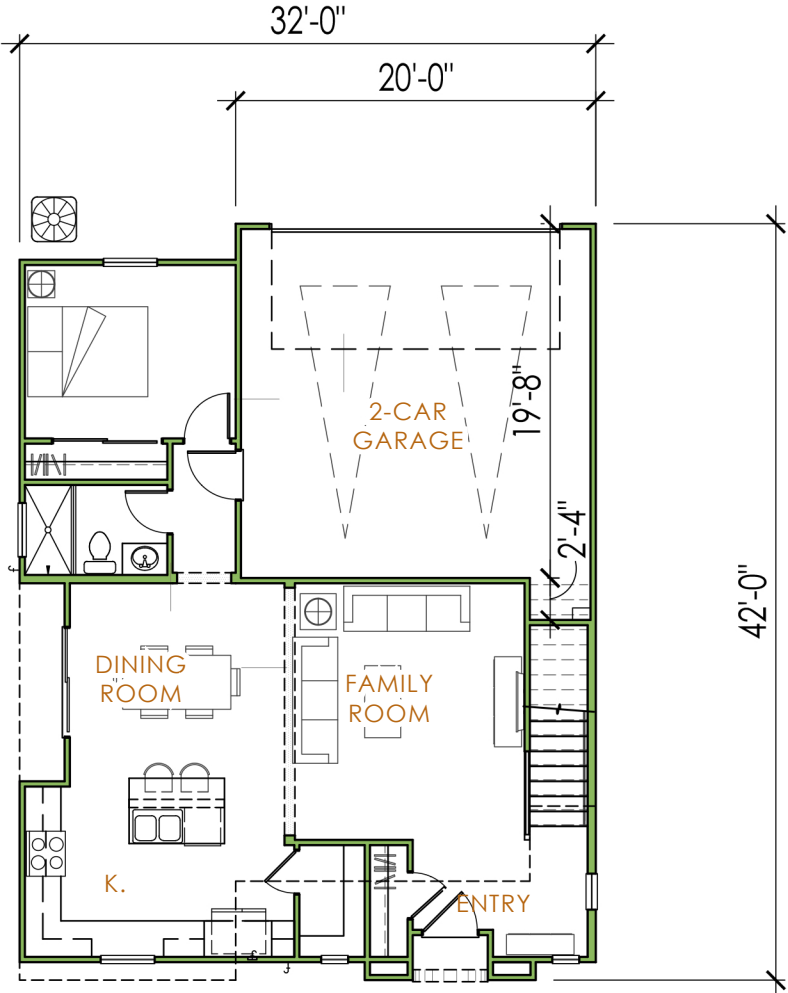
PLAN 2 - FLOOR PLAN 2,013 SF



UPPER FLOOR

ELEVATION "A" SHOWN

SCALE: 3/32"=1'-0"



MAIN FLOOR

ELEVATION "A" SHOWN

SCALE: 3/32"=1'-0"

Floor Area	
LIVING AREA:	
FIRST FLOOR LIVING:	863 SQ. FT.
SECOND FLOOR LIVING:	1149.7 SQ. FT.
TOTAL LIVING AREA:	2013 SQ. FT.
OTHER AREAS:	
GARAGE:	397 SQ. FT.
COVERED ENTRY PORCH:	10 SQ. FT.
COVERED SIDE PATIO:	28 SQ. FT.

PARKSIDE 3

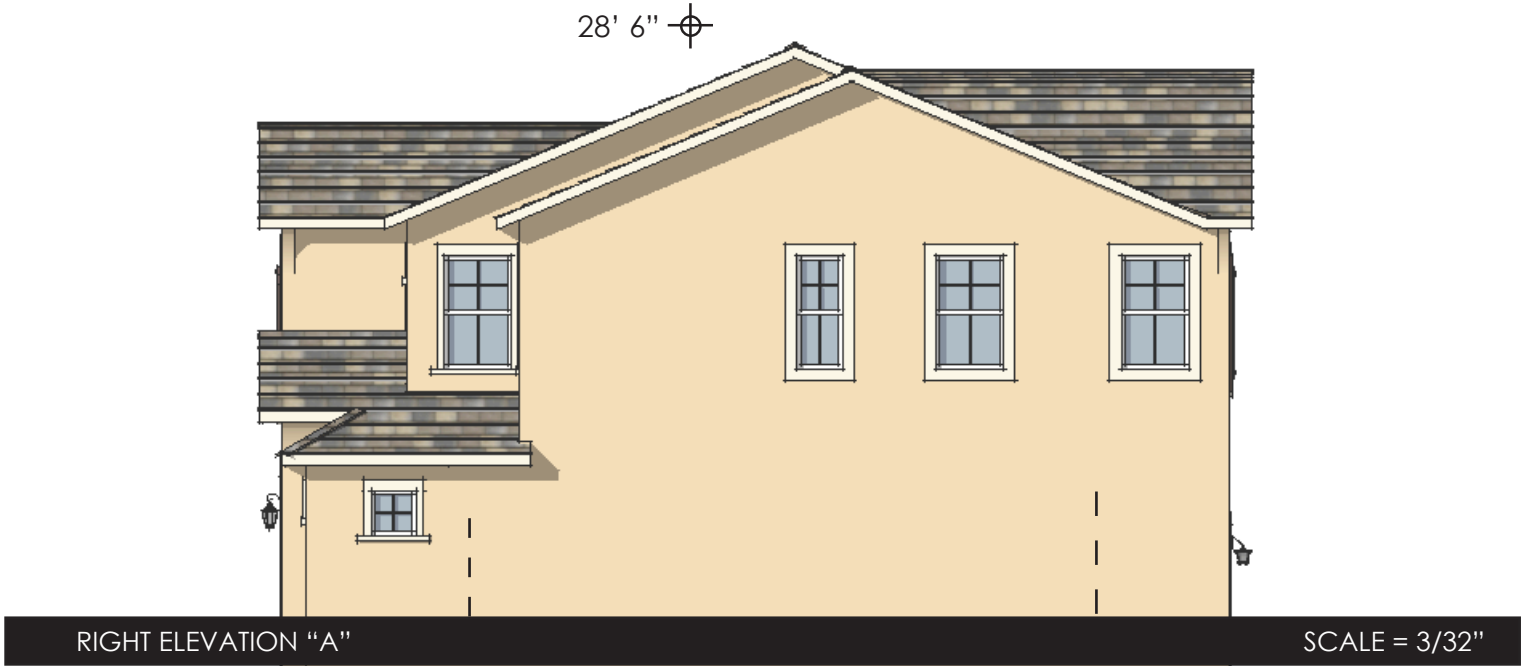
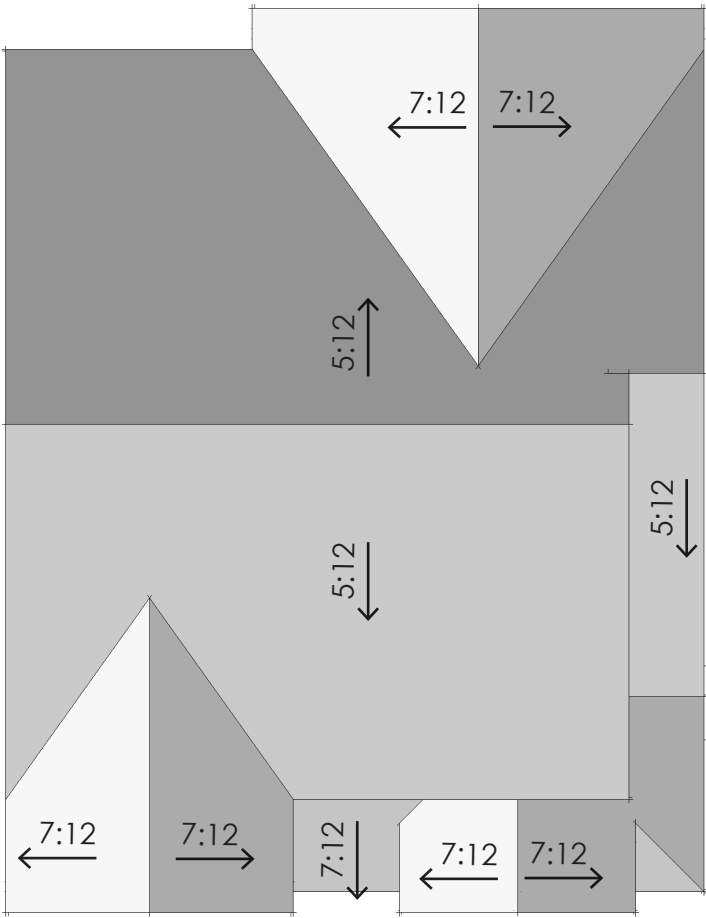
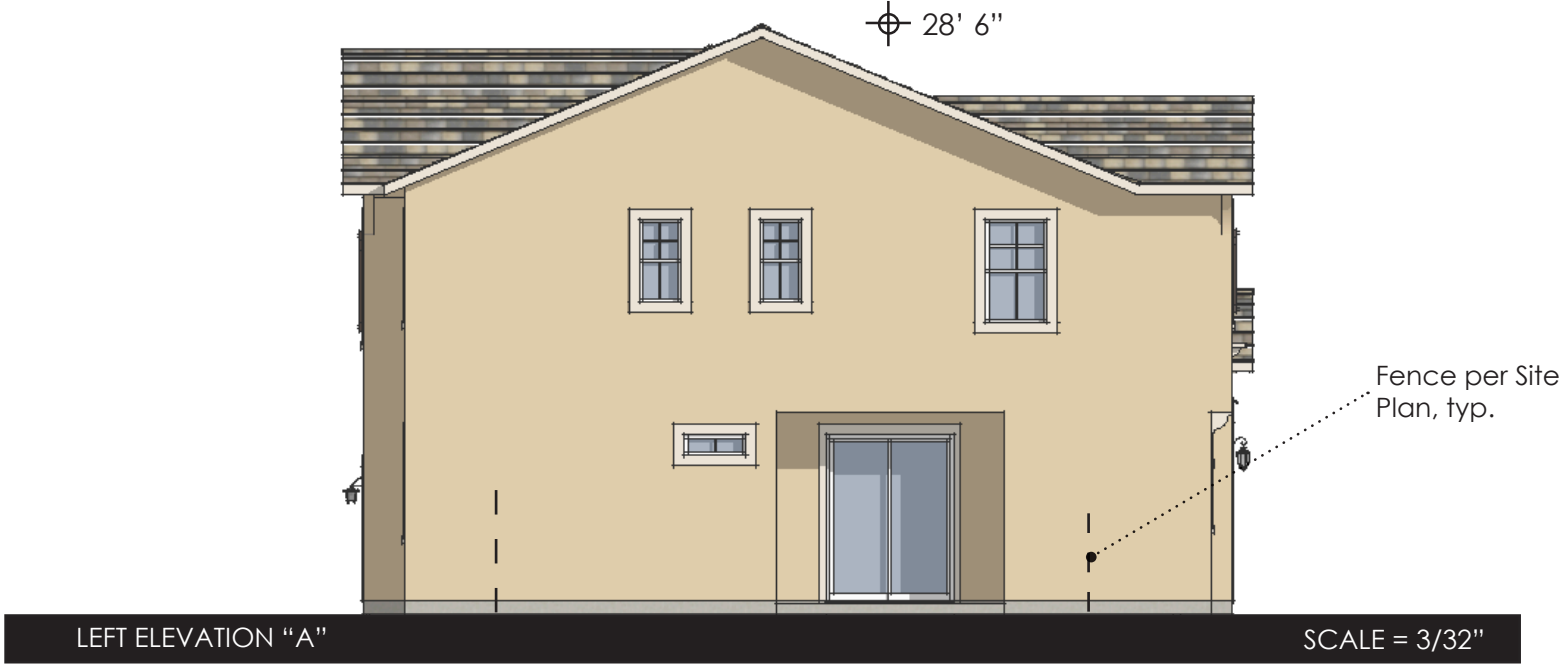
City of Woodland, California

LENNAR®

PLAN 2 - ELEVATION 'A' COTTAGE

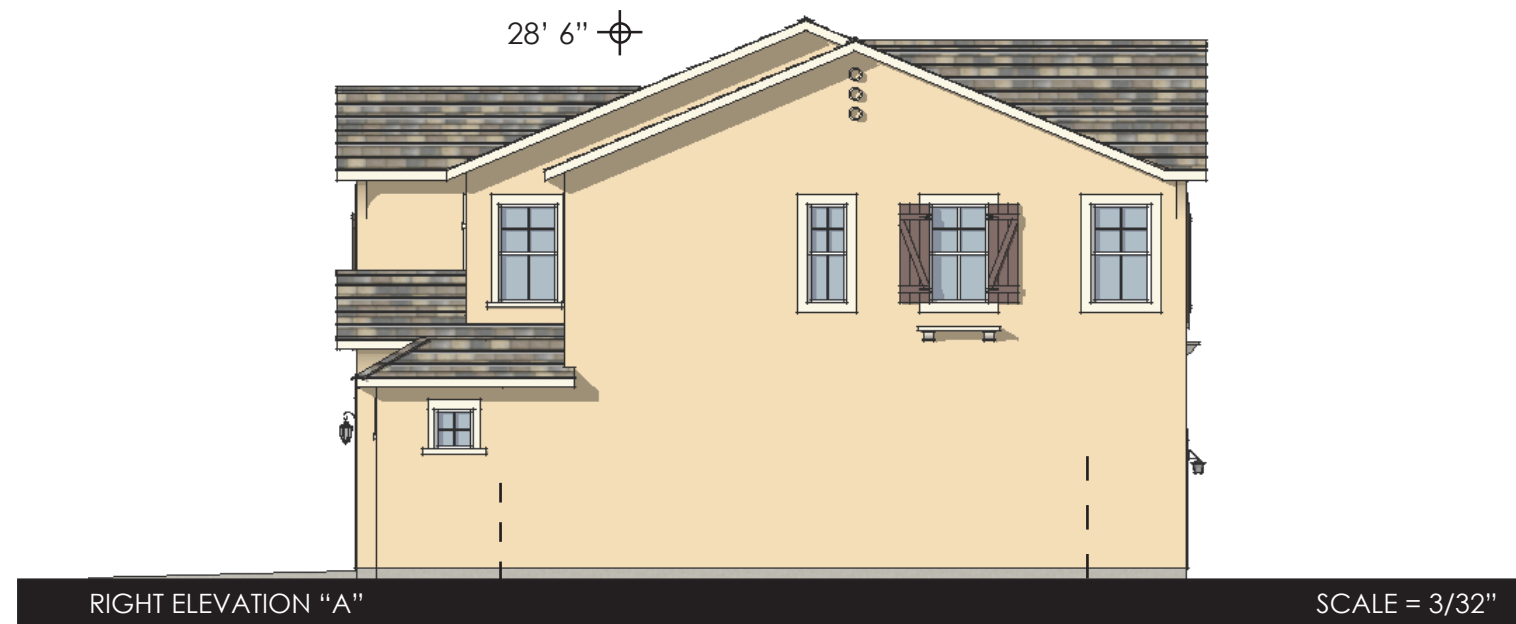
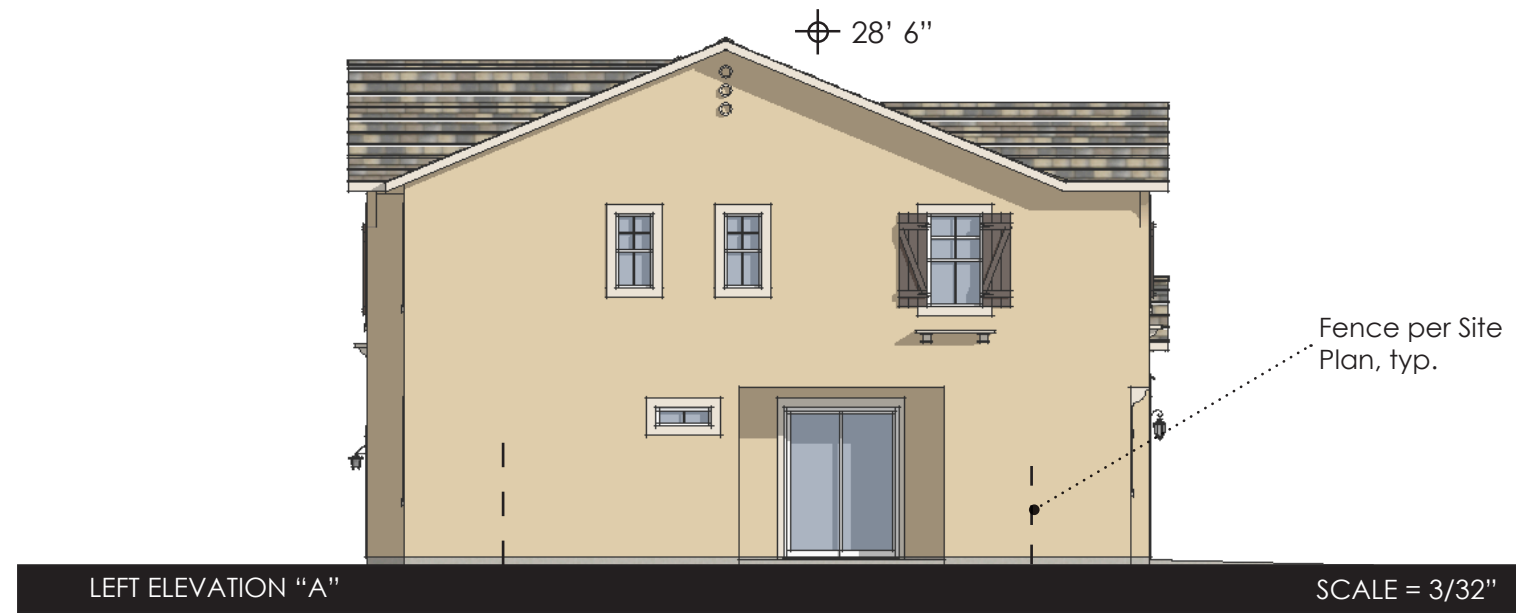


PLAN 2 - ELEVATION 'A' SIDES & REAR



PLAN 2 - ELEVATION 'A' ENHANCEMENTS

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



PLAN 2 - ELEVATION 'A' SIDE LOAD GARAGE OPTION

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR

28' 6" 

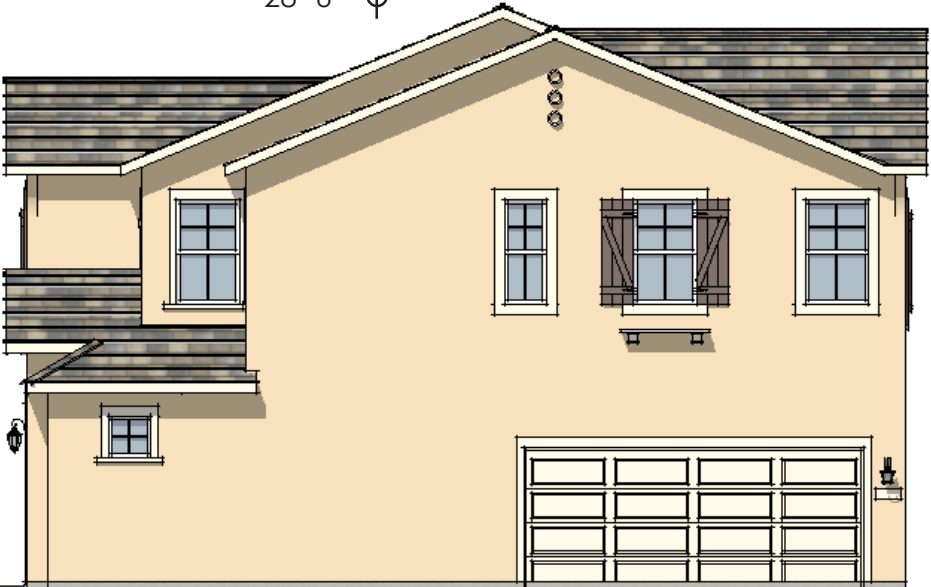


Fence per Site Plan, typ.

REAR ELEVATION "A" ENHANCED

SCALE = 3/32"

28' 6" 



RIGHT ELEVATION "A"

SCALE = 3/32"

28' 6" 



REAR ELEVATION "A"

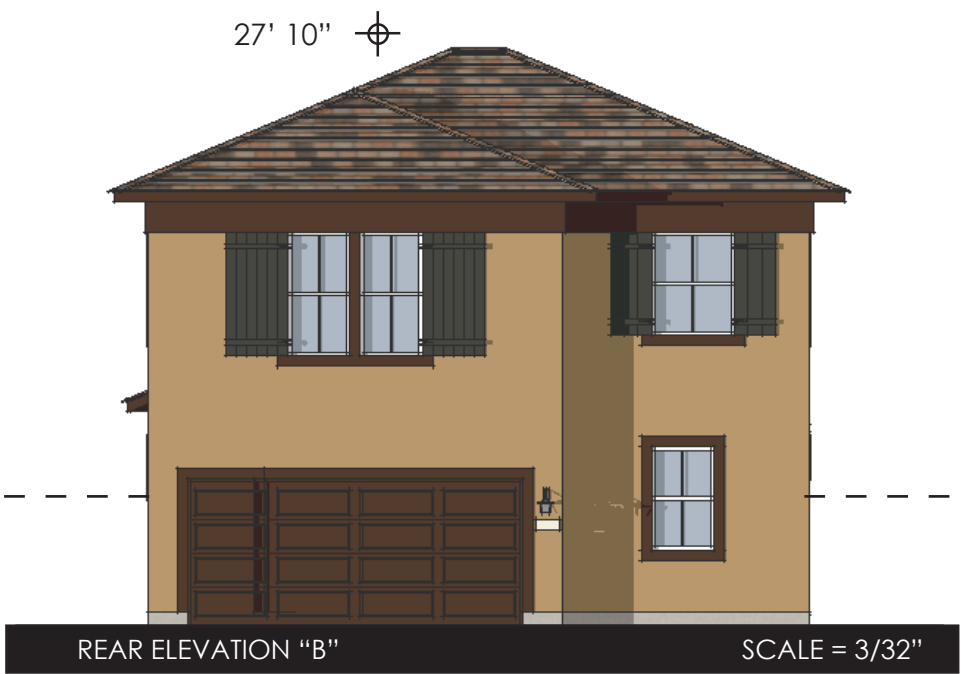
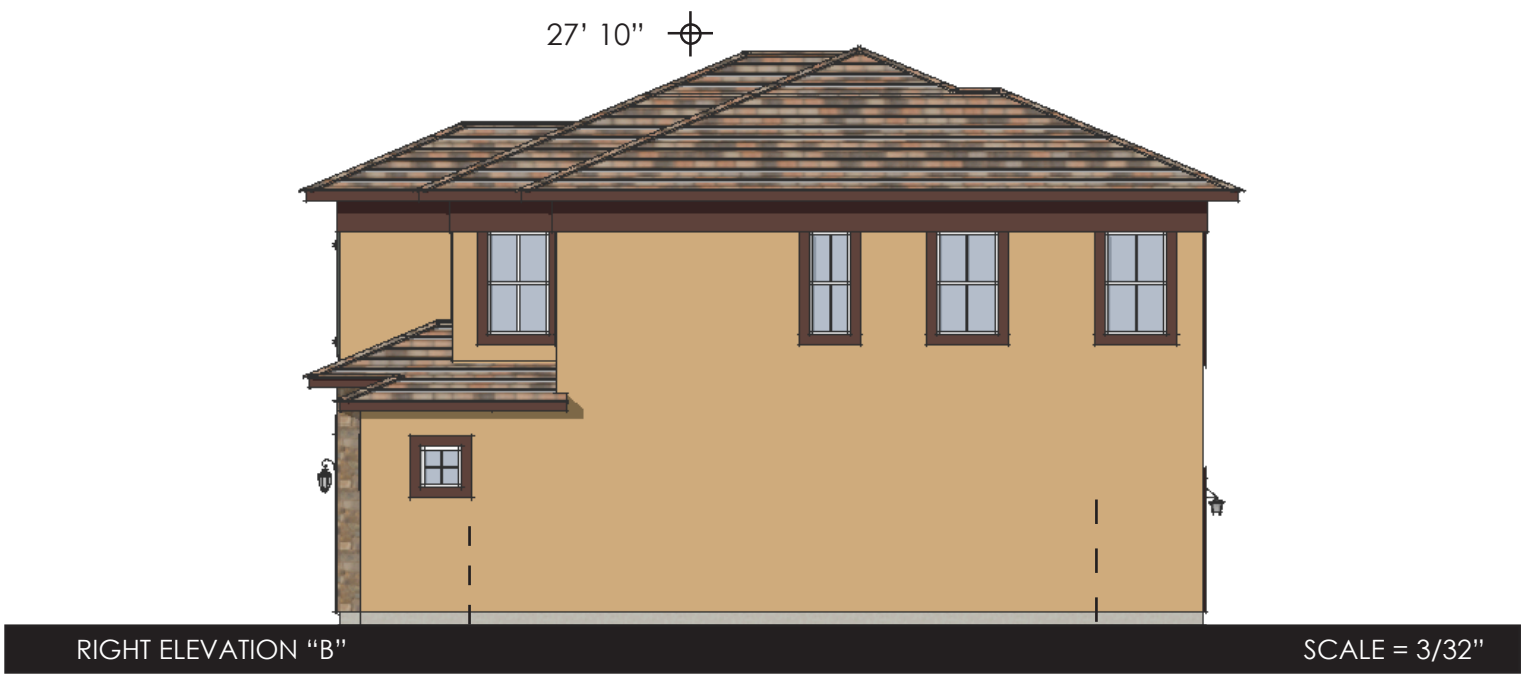
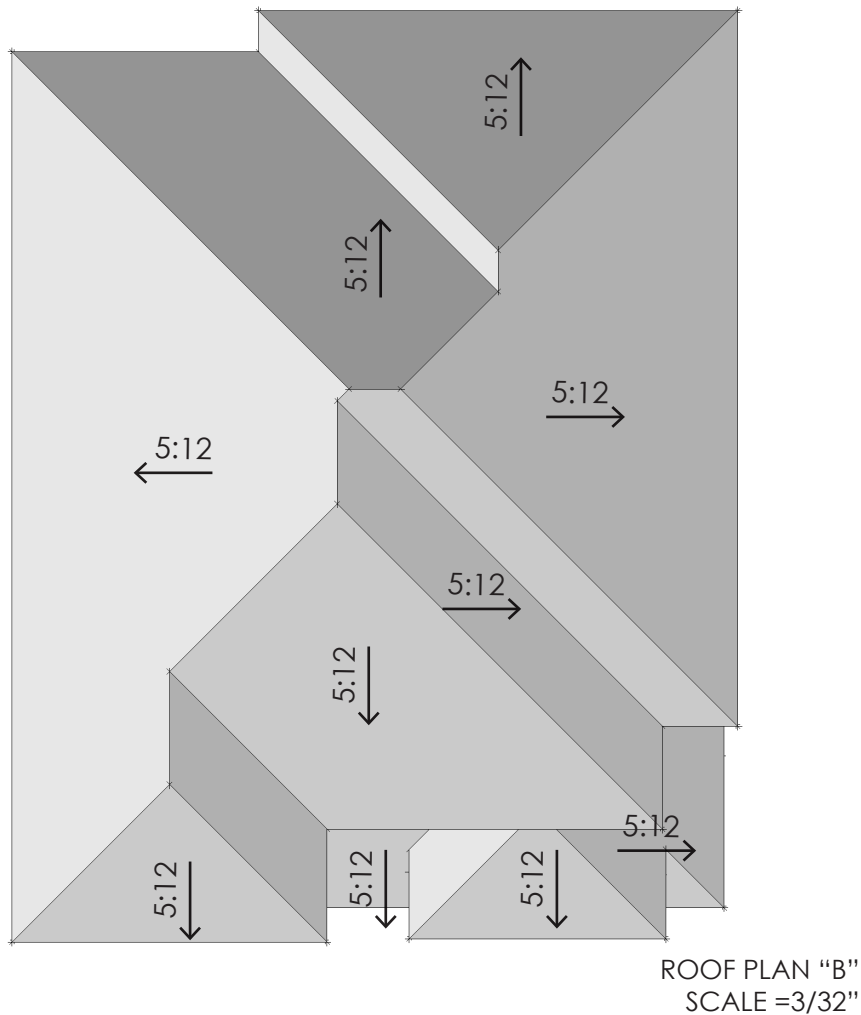
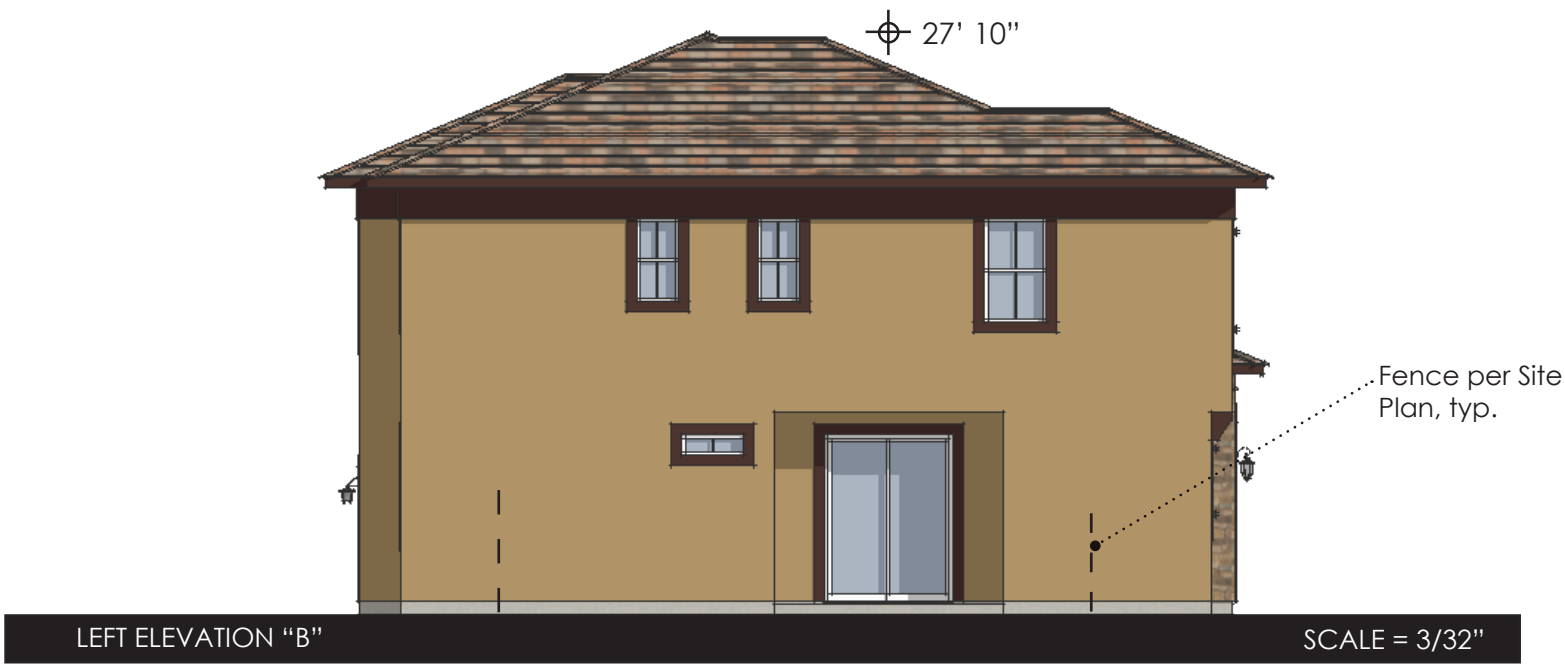
SCALE = 3/32"

PLAN 2 - ELEVATION 'B' MANOR



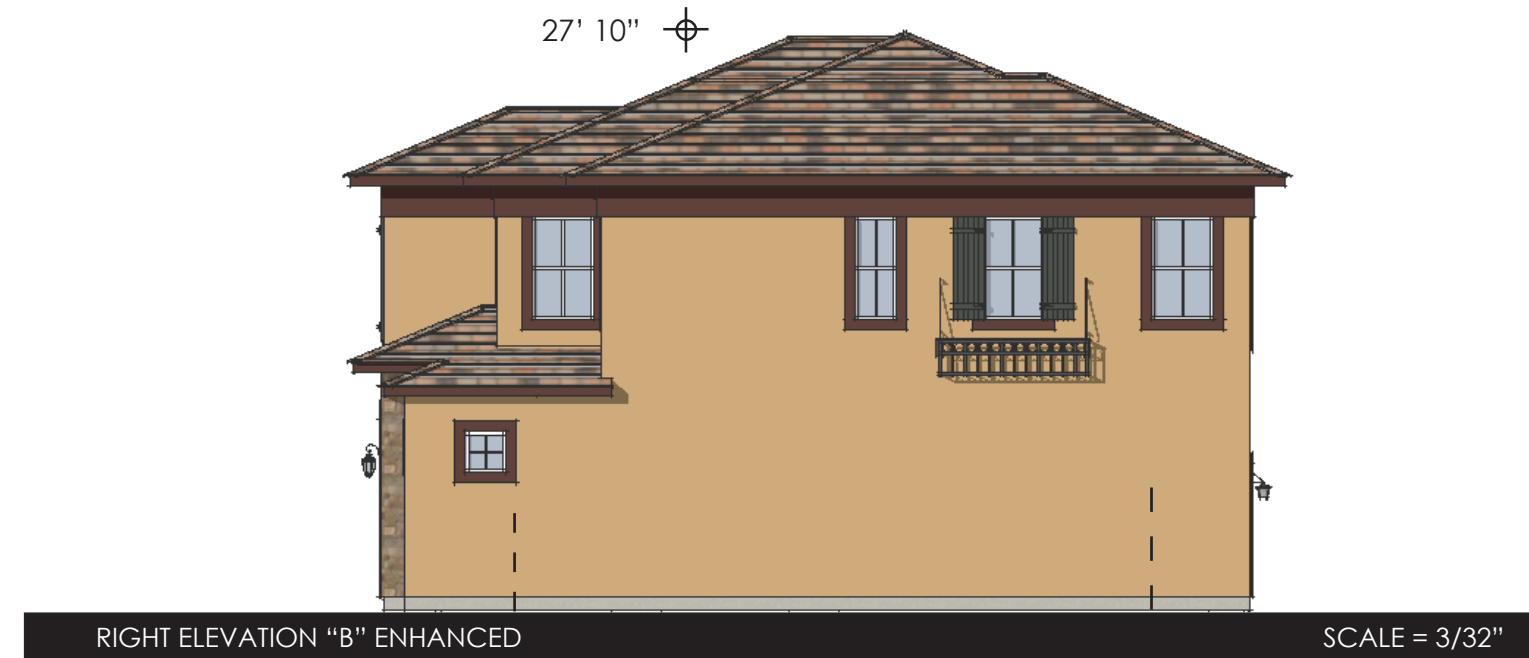
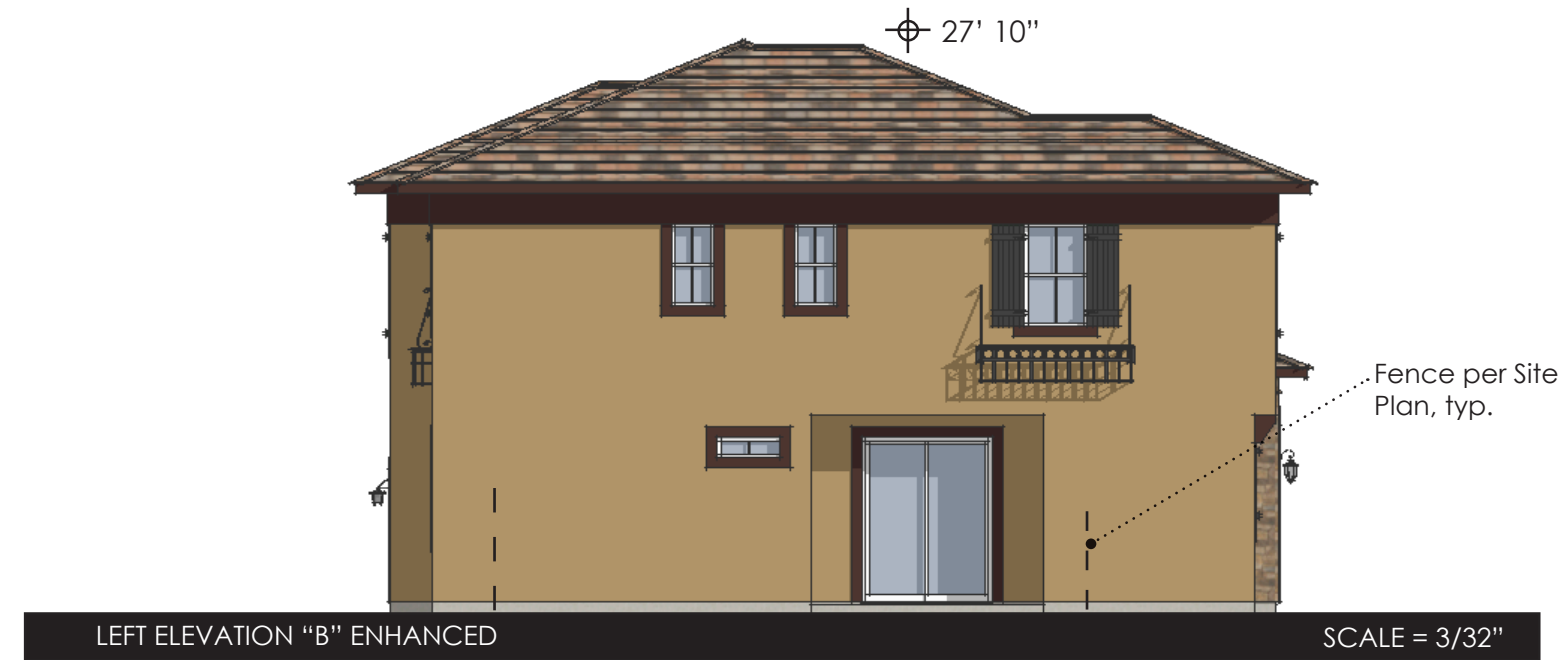
Manor - Color Scheme 6

PLAN 2 - ELEVATION 'B' SIDES & REAR



PLAN 2 - ELEVATION 'B' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



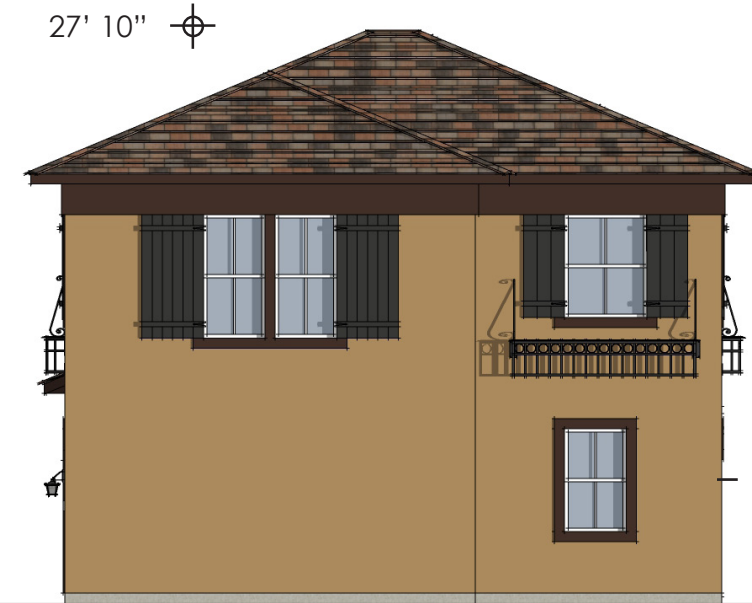
PLAN 2 - ELEVATION 'B' SIDE LOAD GARAGE OPTION

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



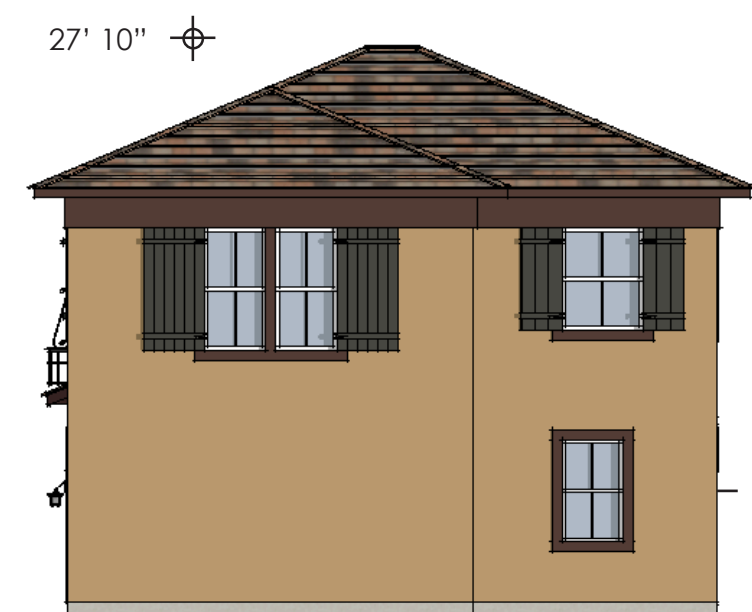
RIGHT ELEVATION "B"

SCALE = 3/32"



REAR ELEVATION "B" ENHANCED

SCALE = 3/32"



REAR ELEVATION "B"

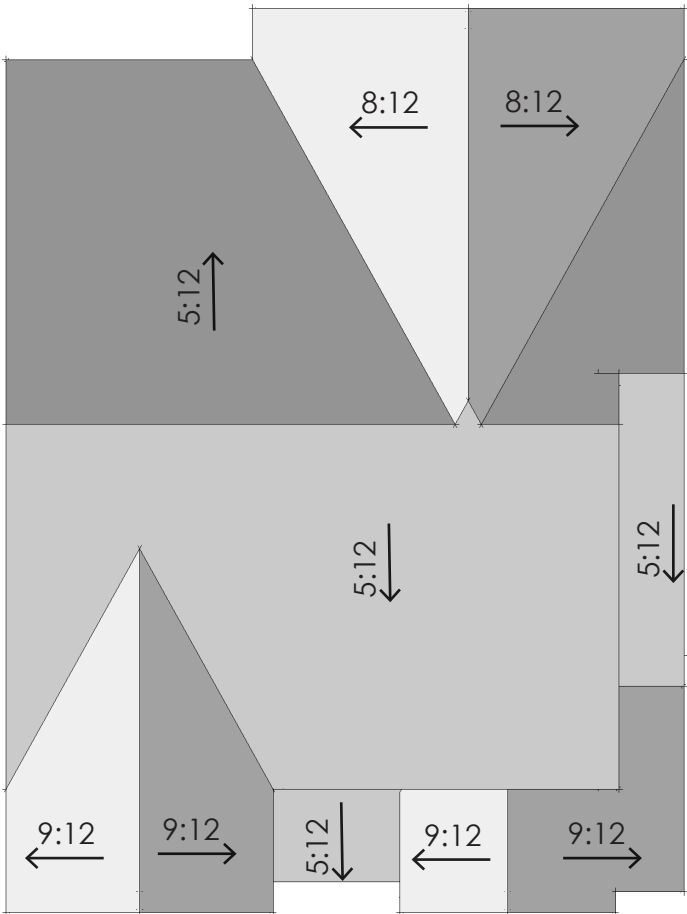
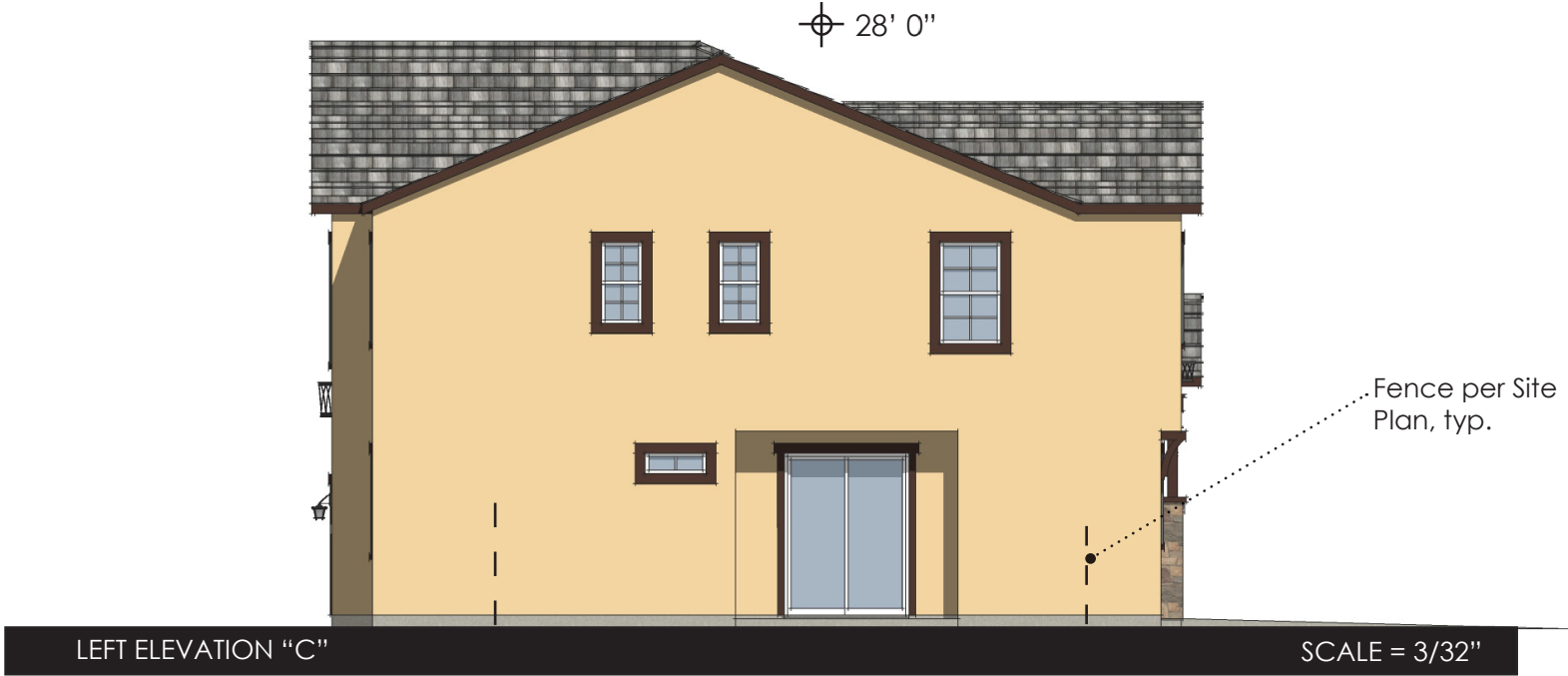
SCALE = 3/32"

PLAN 2 - ELEVATION 'C' FRENCH ECLECTIC

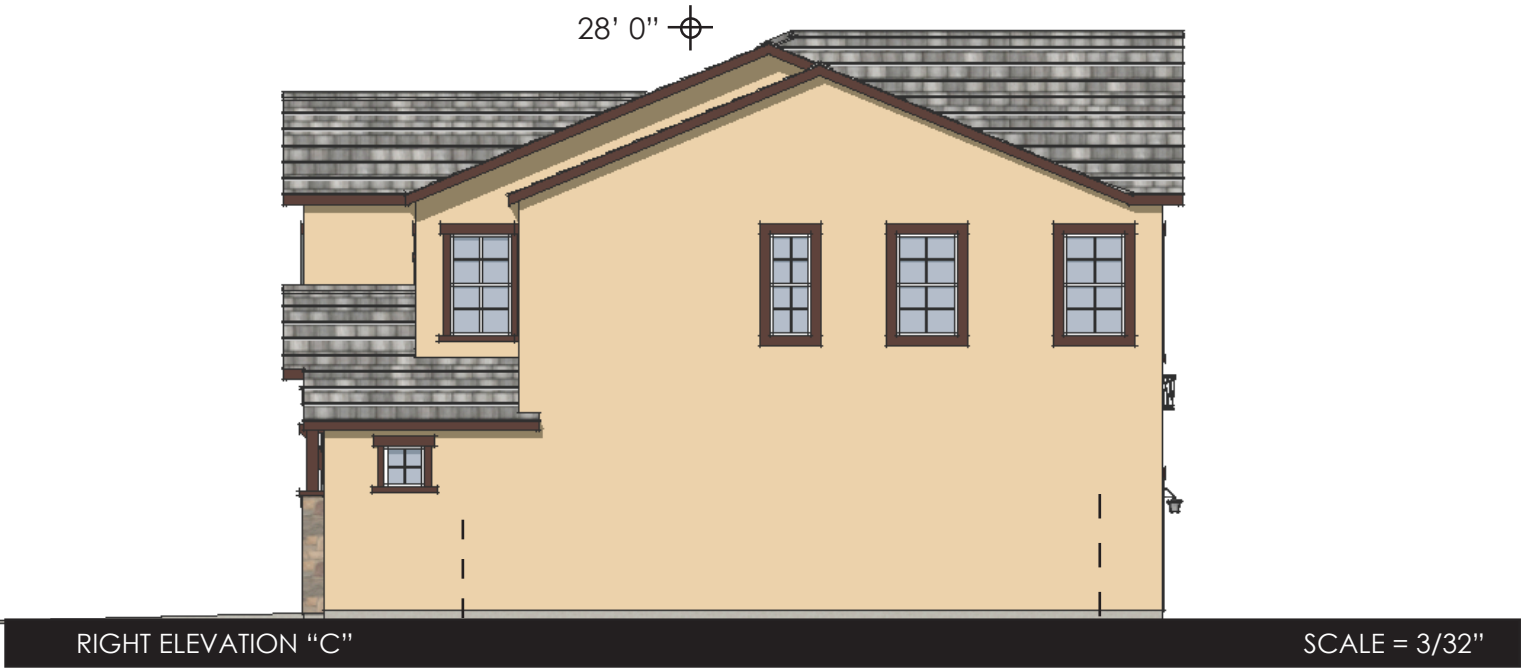


French Eclectic - Color Scheme 7

PLAN 2 - ELEVATION 'C' SIDES & REAR

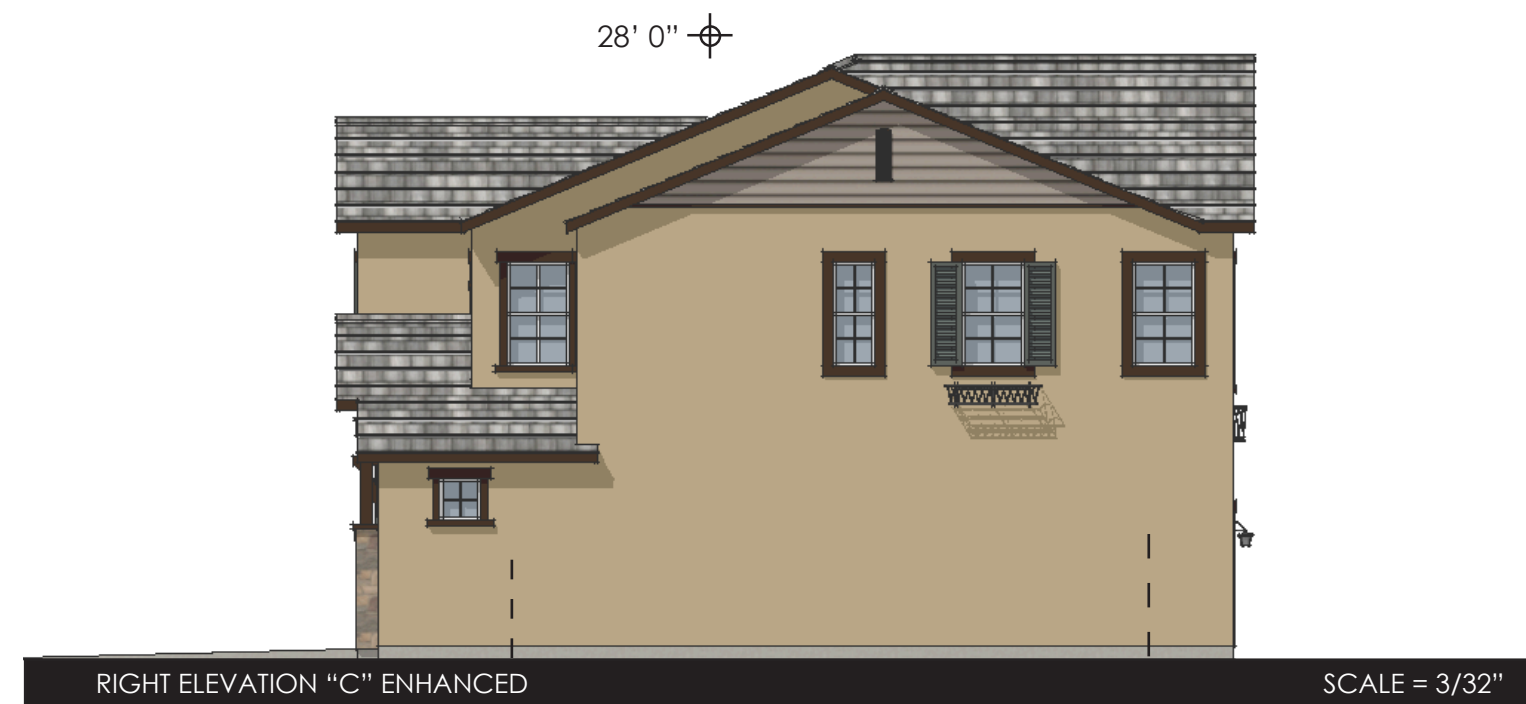
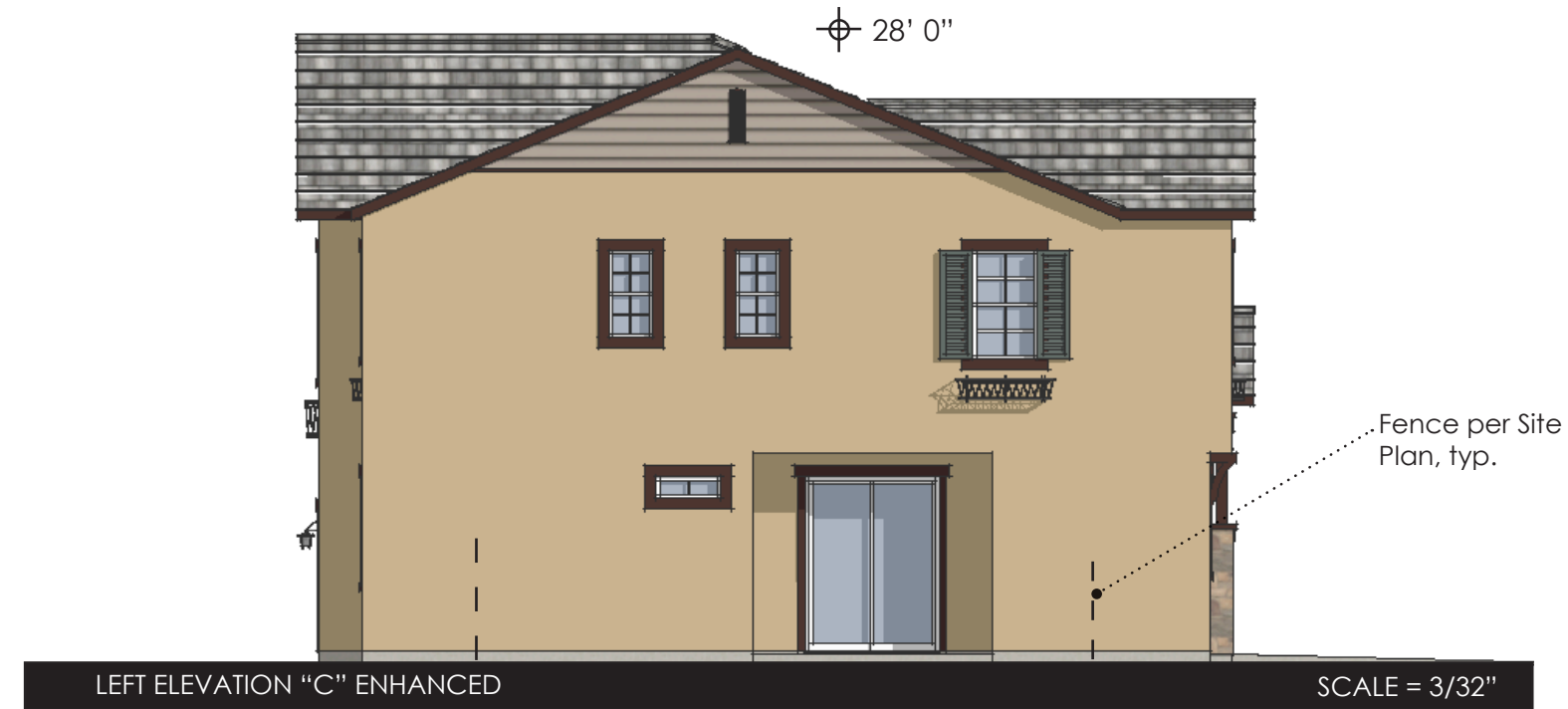


ROOF PLAN "C"
SCALE = 3/32"



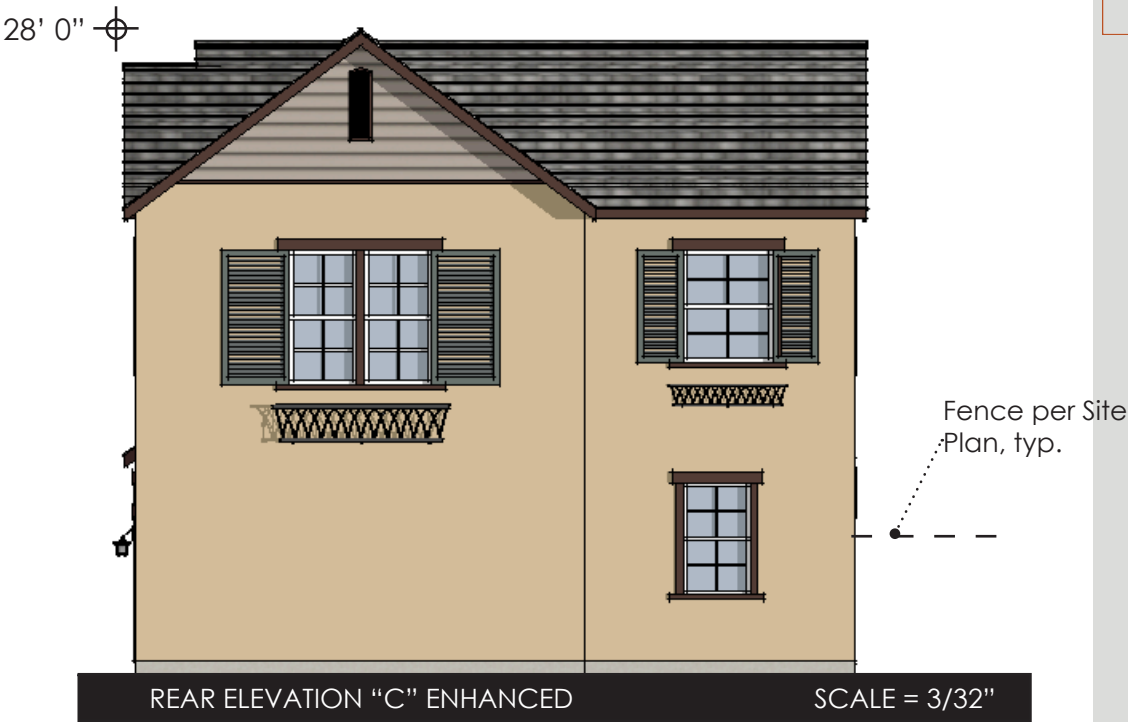
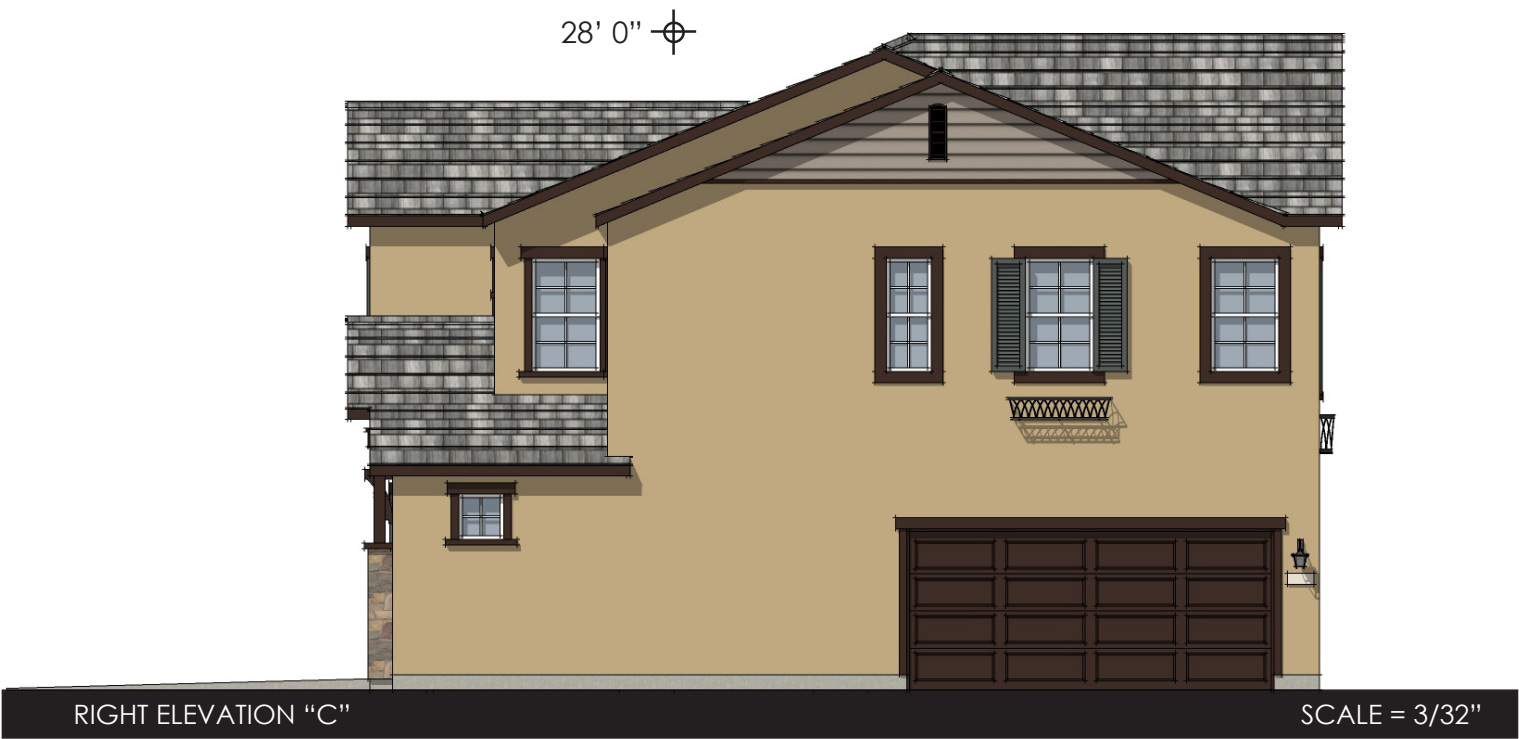
PLAN 2 - ELEVATION 'C' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



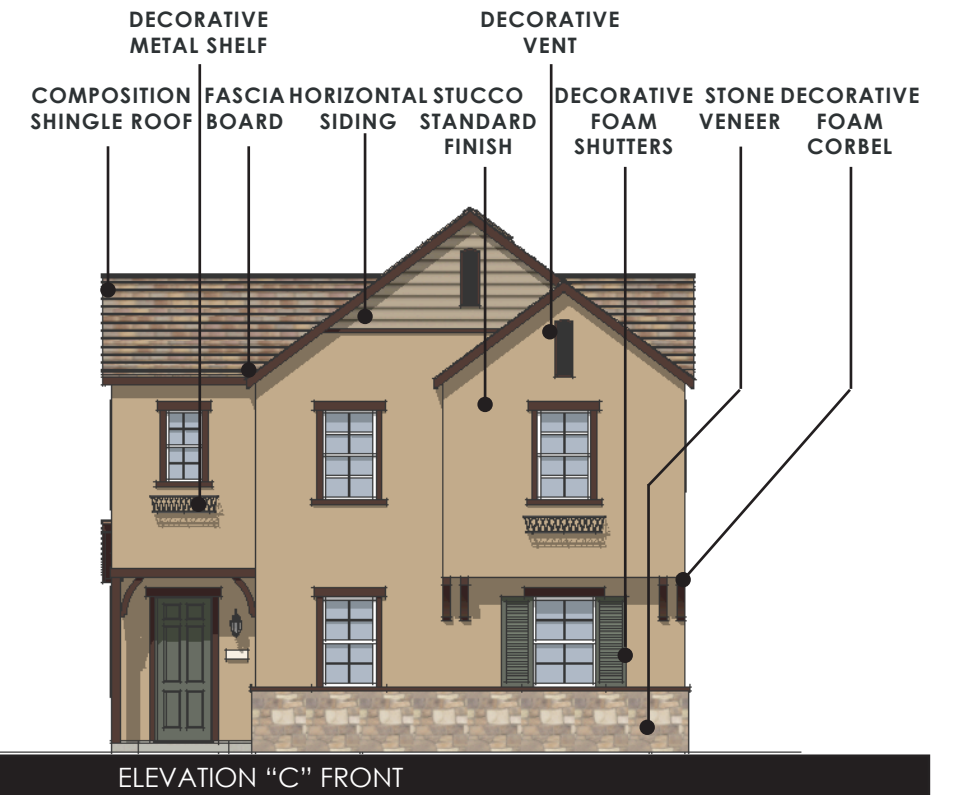
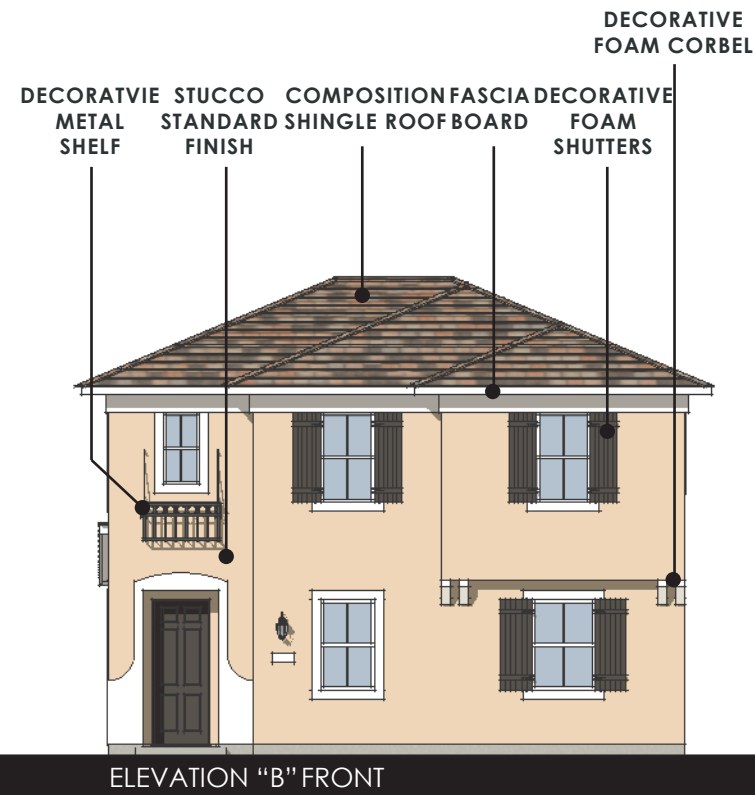
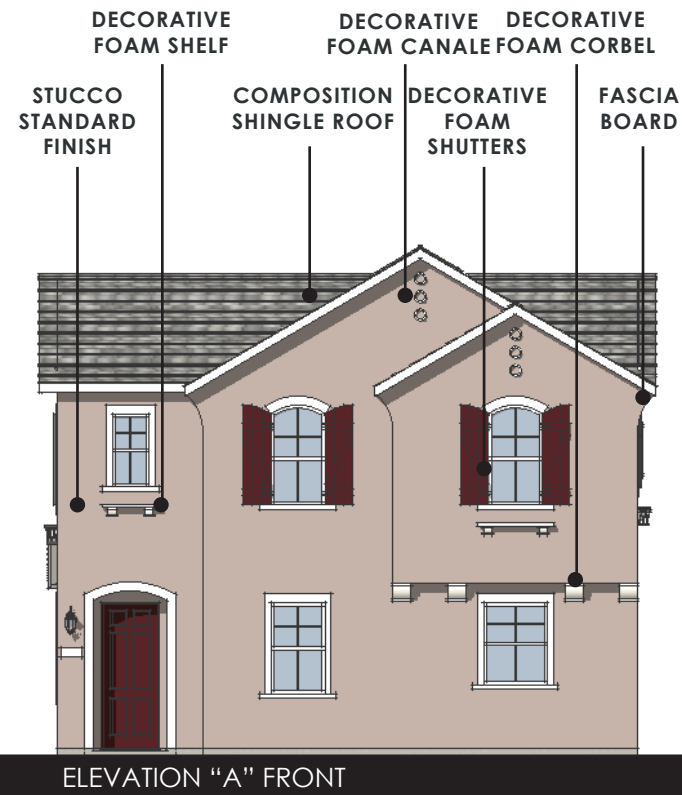
PLAN 2 - ELEVATION 'C' SIDE LOAD GARAGE OPTION

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR

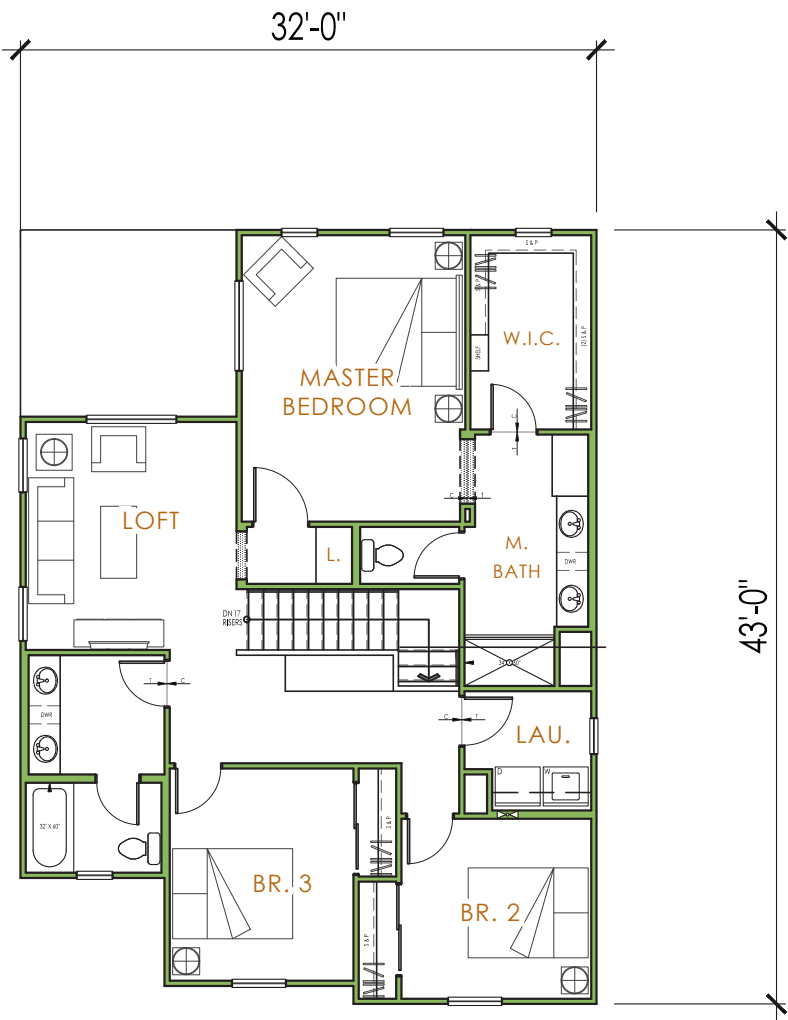


PLAN 3 - ALL ELEVATION STYLES

* REFER TO COLOR PALETTE SHEETS STANDARD FINISHES AND MATERIALS

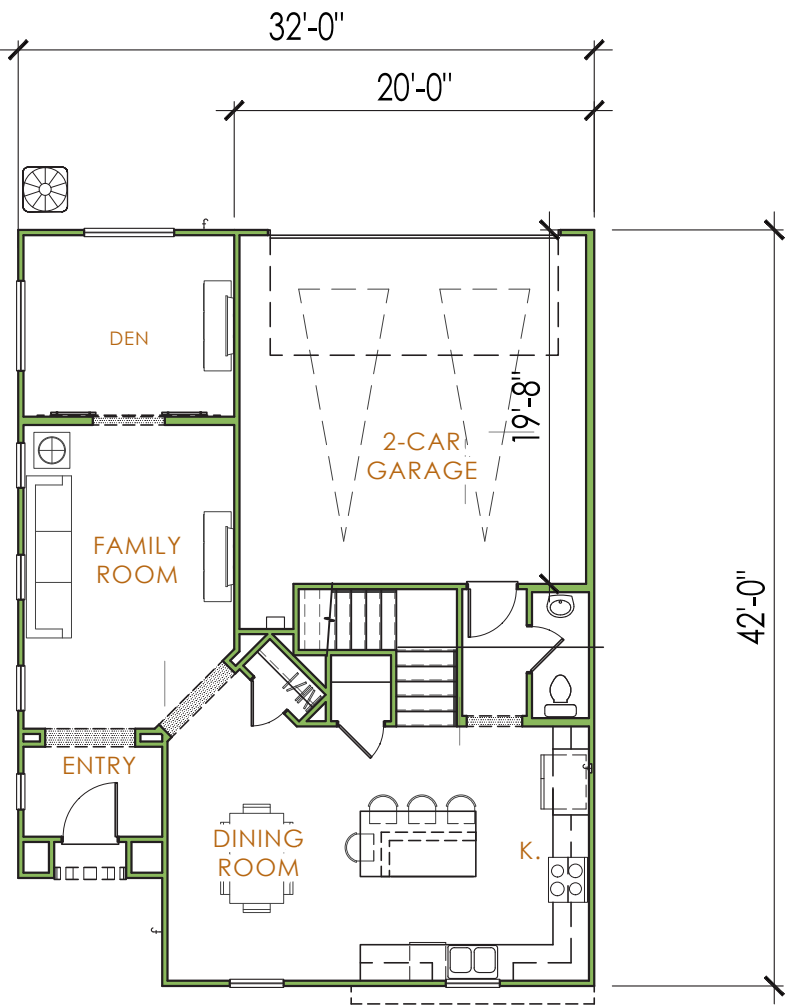


PLAN 3 - FLOOR PLAN 2,031 SF



UPPER FLOOR

ELEVATION "A" SHOWN SCALE: 3/32"=1'-0"



MAIN FLOOR

ELEVATION "A" SHOWN SCALE: 3/32"=1'-0"

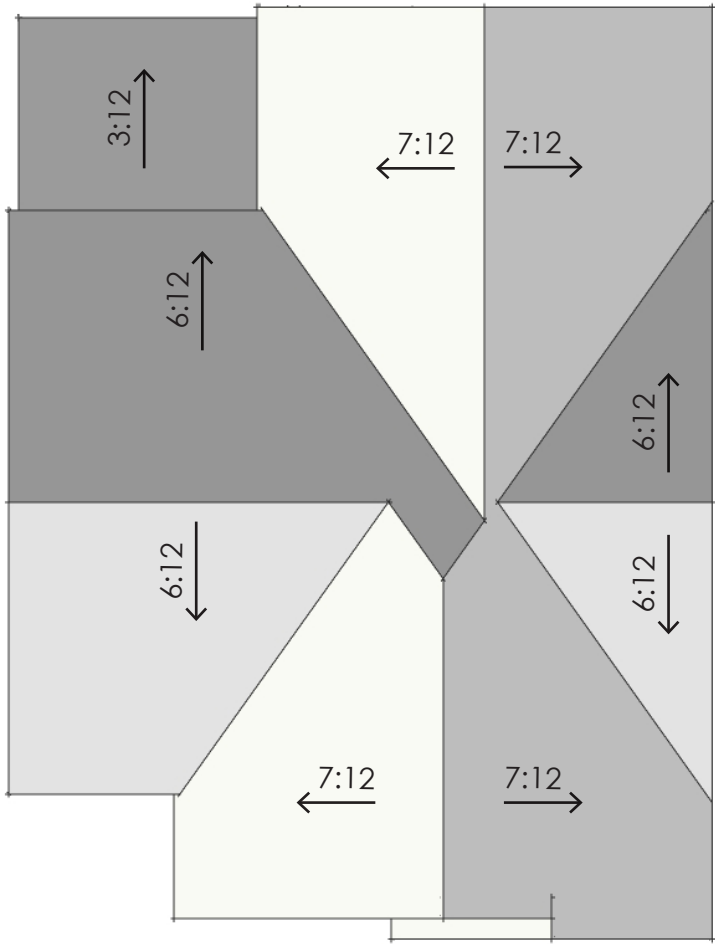
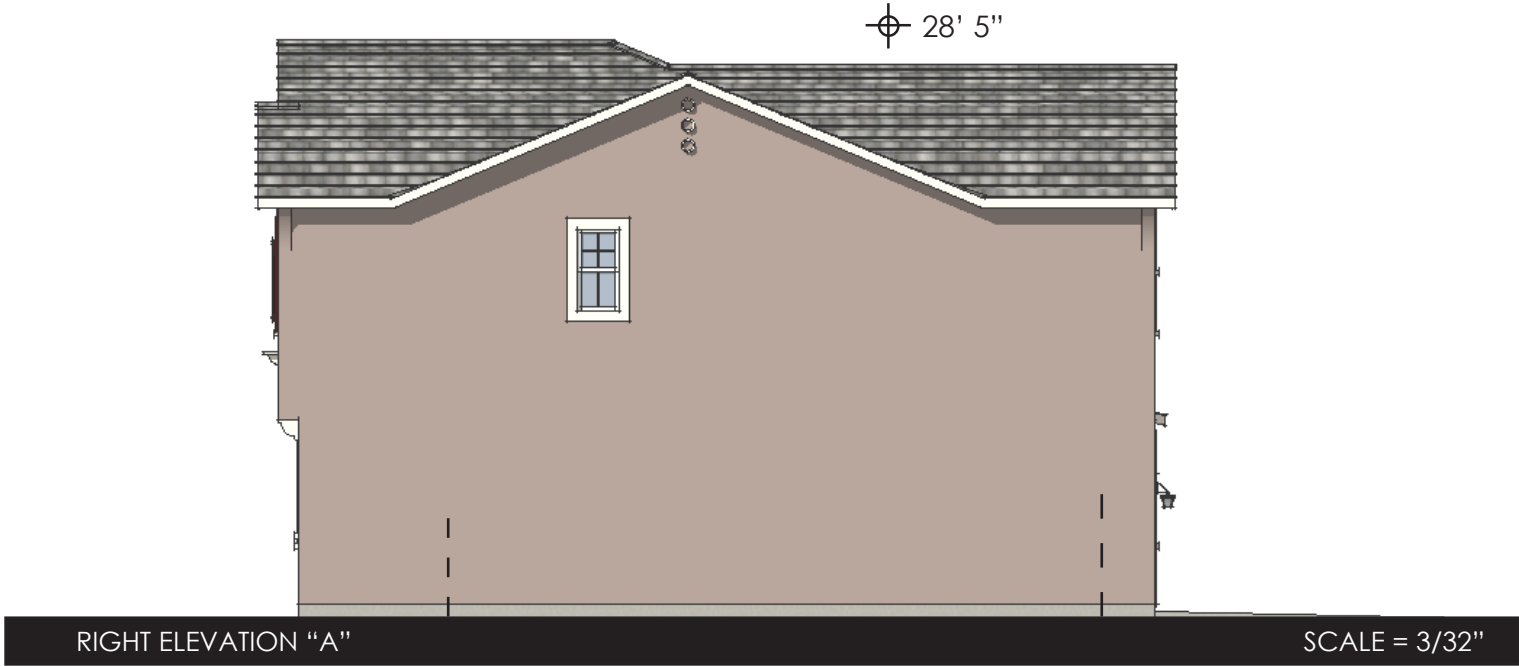
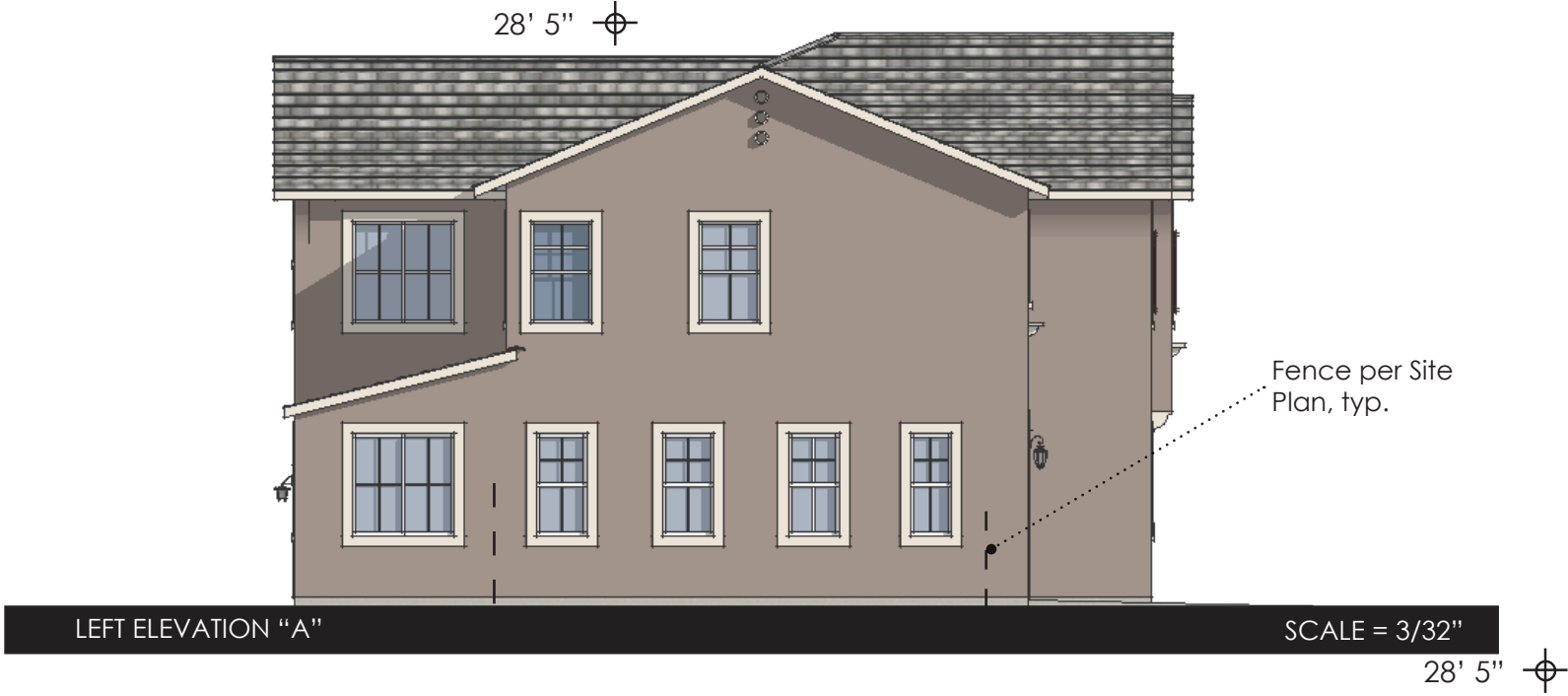
Floor Area	
LIVING AREA:	
FIRST FLOOR LIVING:	892.9 SQ. FT.
SECOND FLOOR LIVING:	1138.5 SQ. FT.
TOTAL LIVING AREA:	2031 SQ. FT.
OTHER AREAS:	
GARAGE:	395 SQ. FT.
COVERED PORCH:	8 SQ. FT.

PLAN 3 - ELEVATION 'A' COTTAGE



Cottage - Color Scheme 9

PLAN 3 - ELEVATION 'A' SIDES & REAR



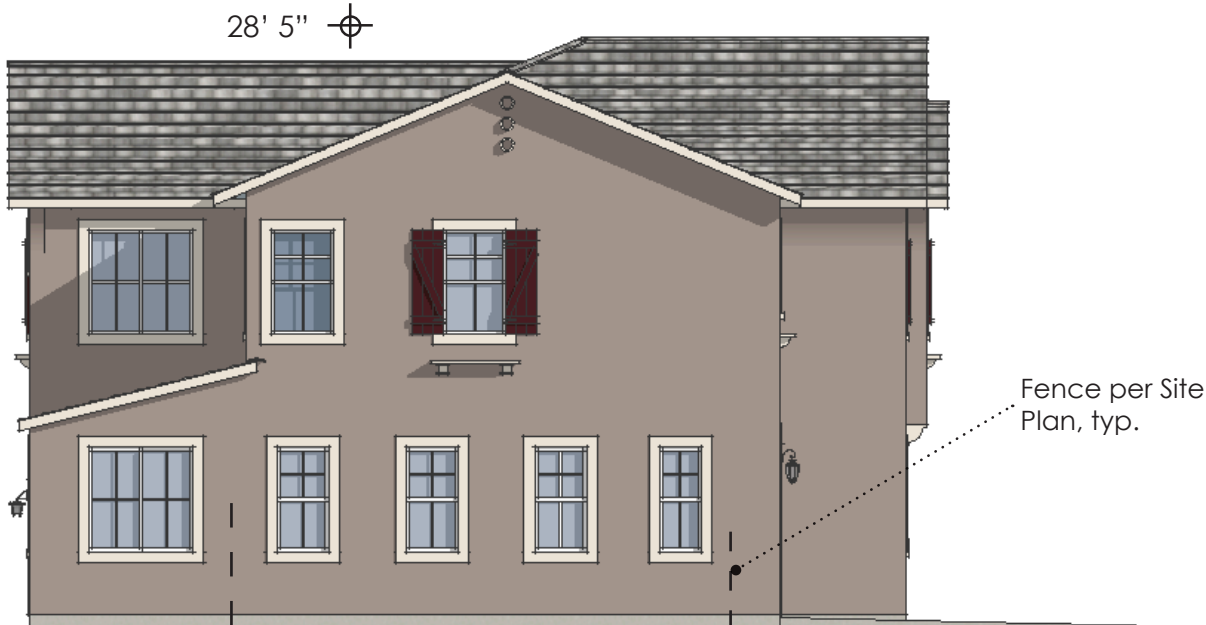
ROOF PLAN "A"
SCALE = 3/32"



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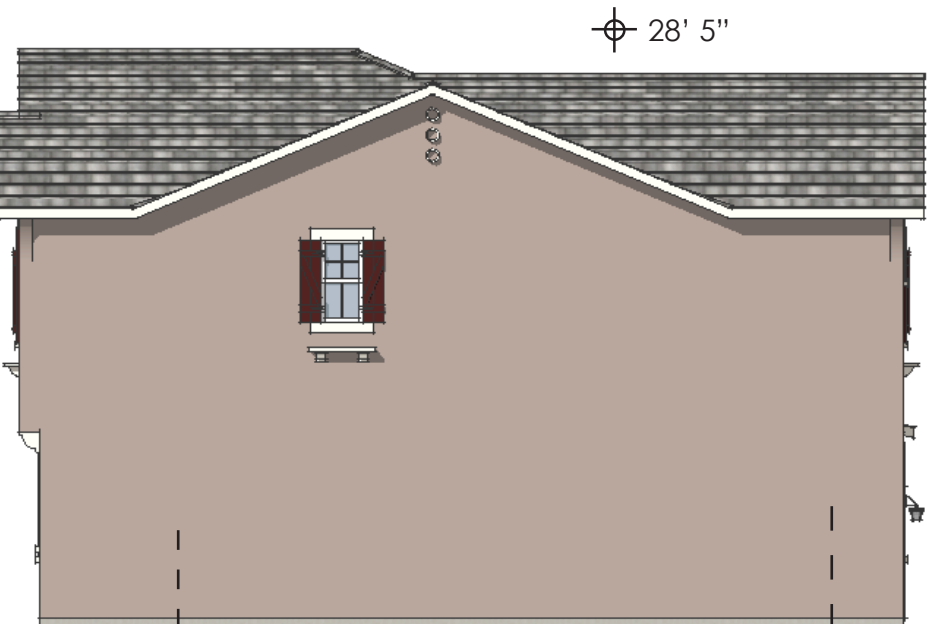
PLAN 3 - ELEVATION 'A' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS



LEFT ELEVATION "A" ENHANCED

SCALE = 3/32"



RIGHT ELEVATION "A" ENHANCED

SCALE = 3/32"



REAR ELEVATION "A" ENHANCED

SCALE = 3/32"

PARKSIDE 3

City of Woodland, California

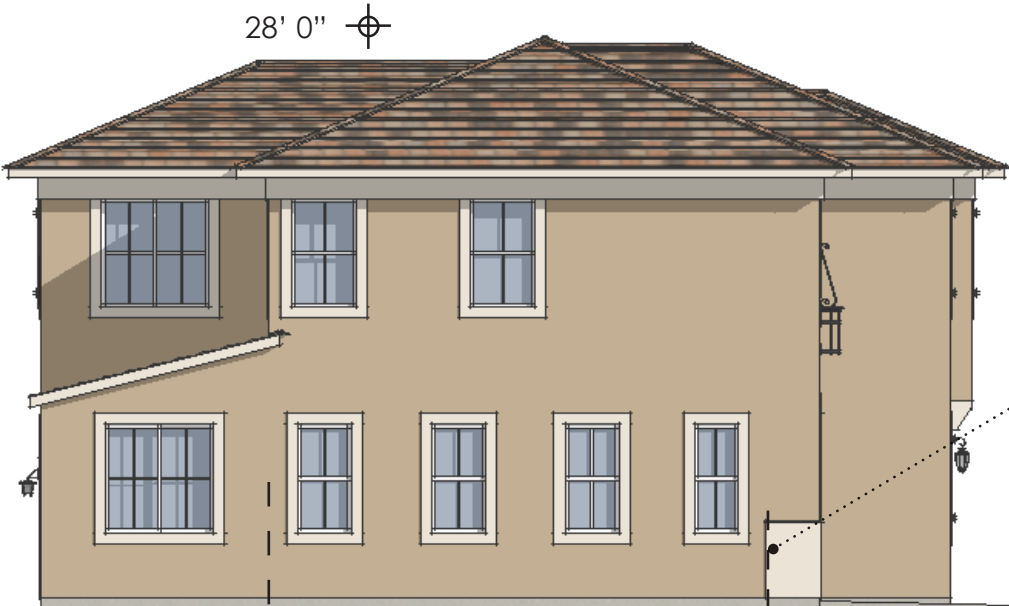
LENNAR®

PLAN 3 - ELEVATION 'B' MANOR



Manor - Color Scheme 8

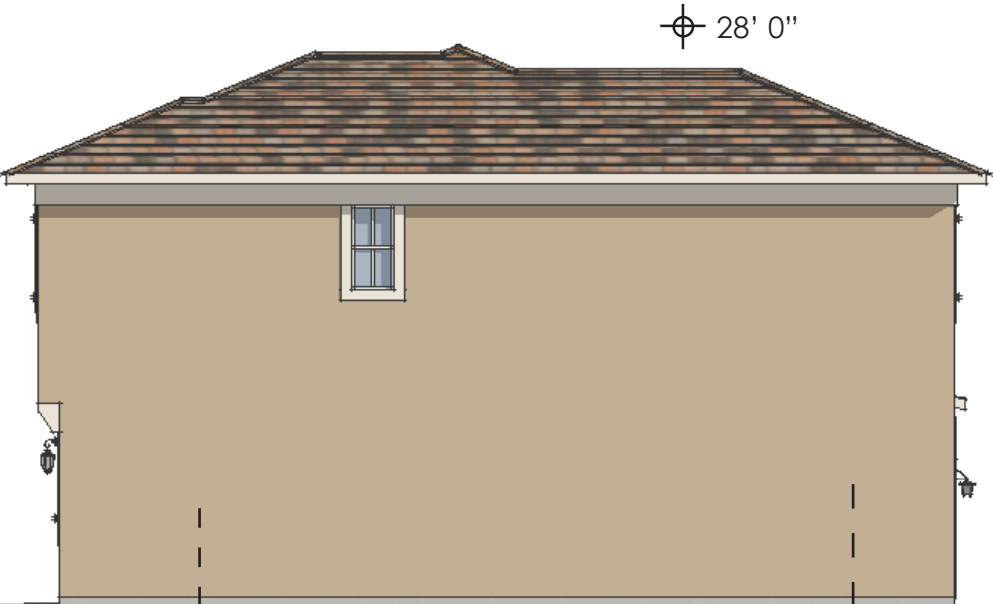
PLAN 3 - ELEVATION 'B' SIDES & REAR



LEFT ELEVATION "B"

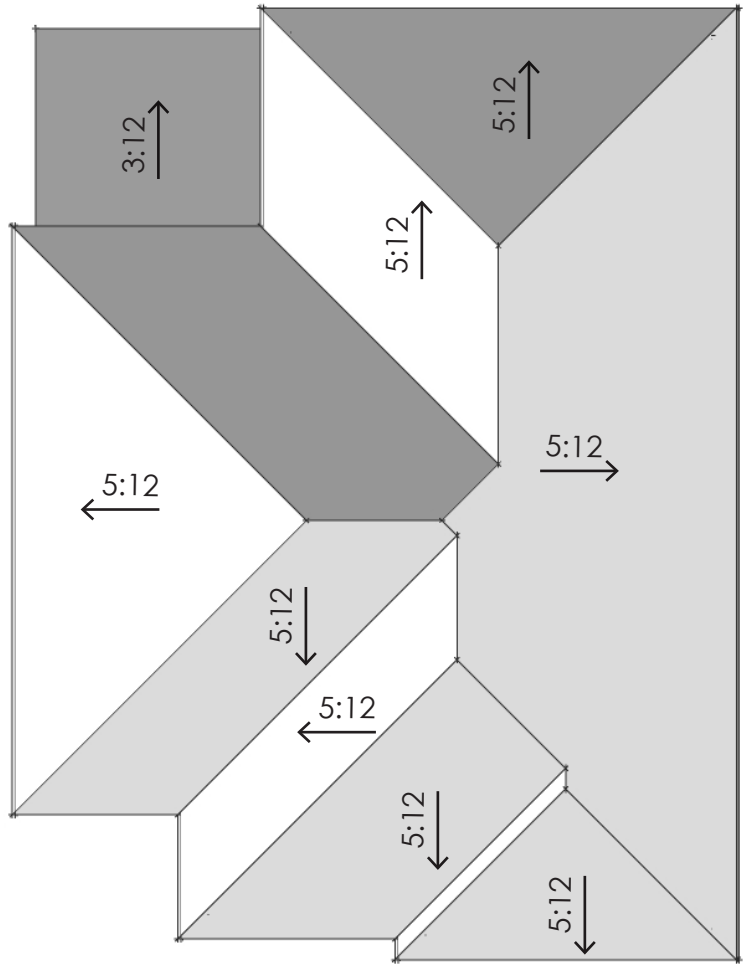
SCALE = 3/32"

Fence per Site Plan, typ.

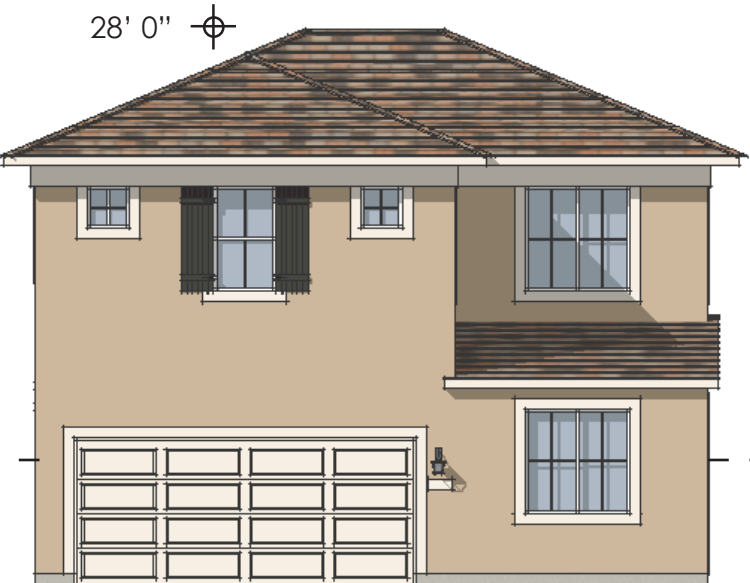


RIGHT ELEVATION "B"

SCALE = 3/32"



ROOF PLAN "B"
SCALE = 3/32"



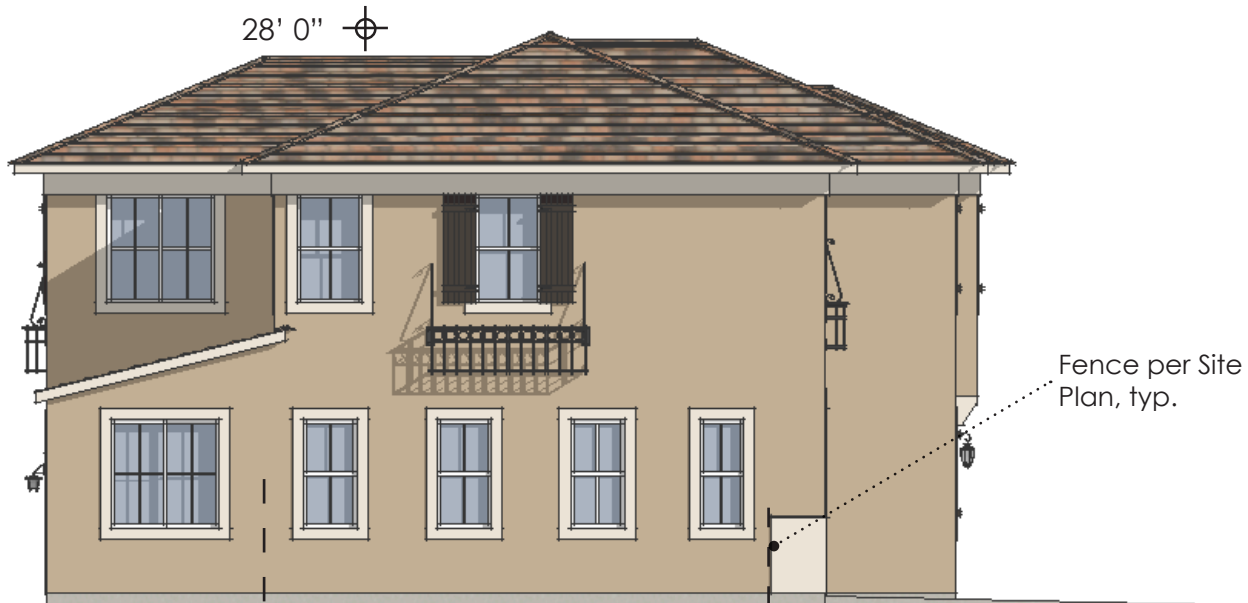
REAR ELEVATION "B"

SCALE = 3/32"

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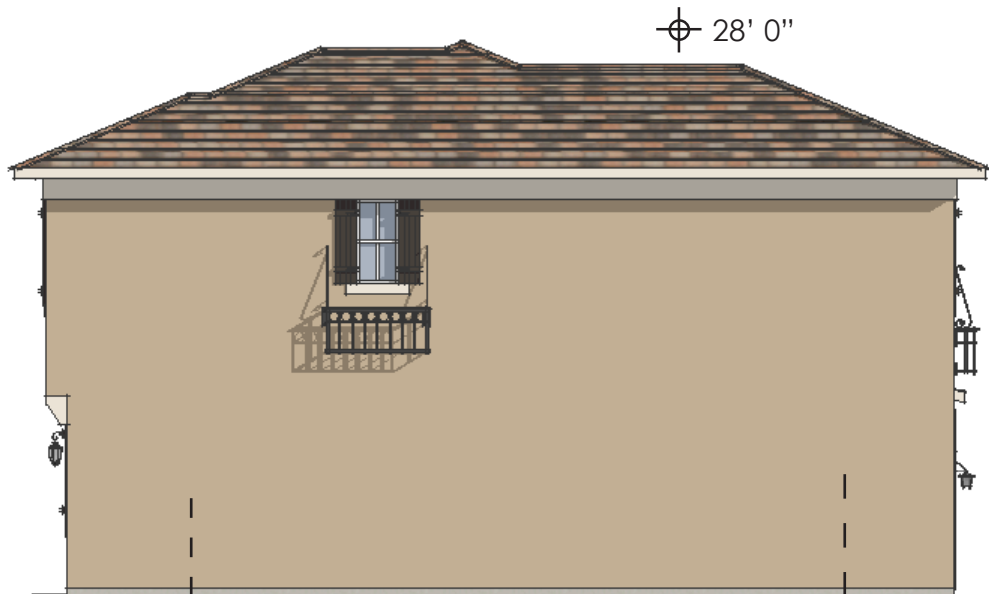
PLAN 3 - ELEVATION 'B' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



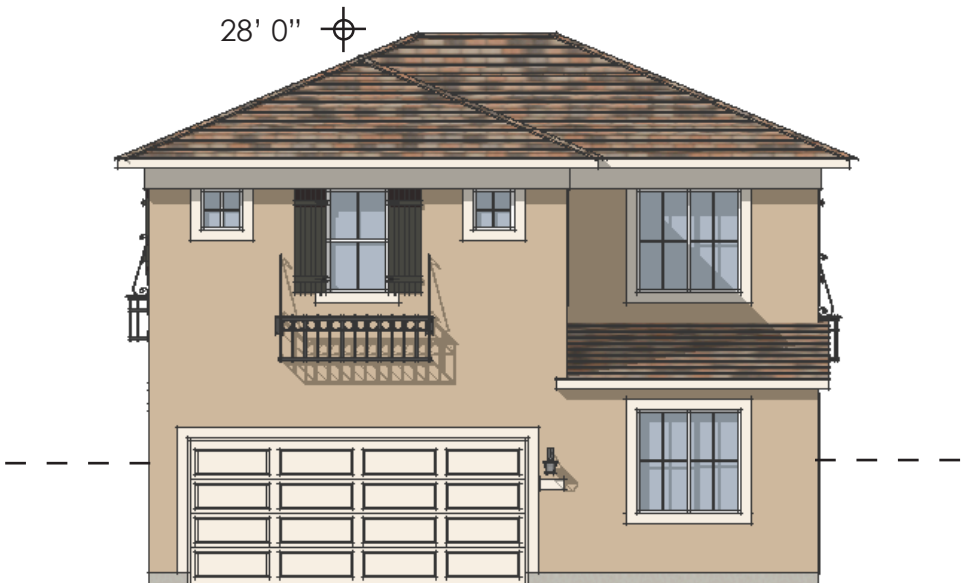
LEFT ELEVATION "B" ENHANCED

SCALE = 3/32"



RIGHT ELEVATION "B" ENHANCED

SCALE = 3/32"



REAR ELEVATION "B" ENHANCED

SCALE = 3/32"

PARKSIDE 3

City of Woodland, California

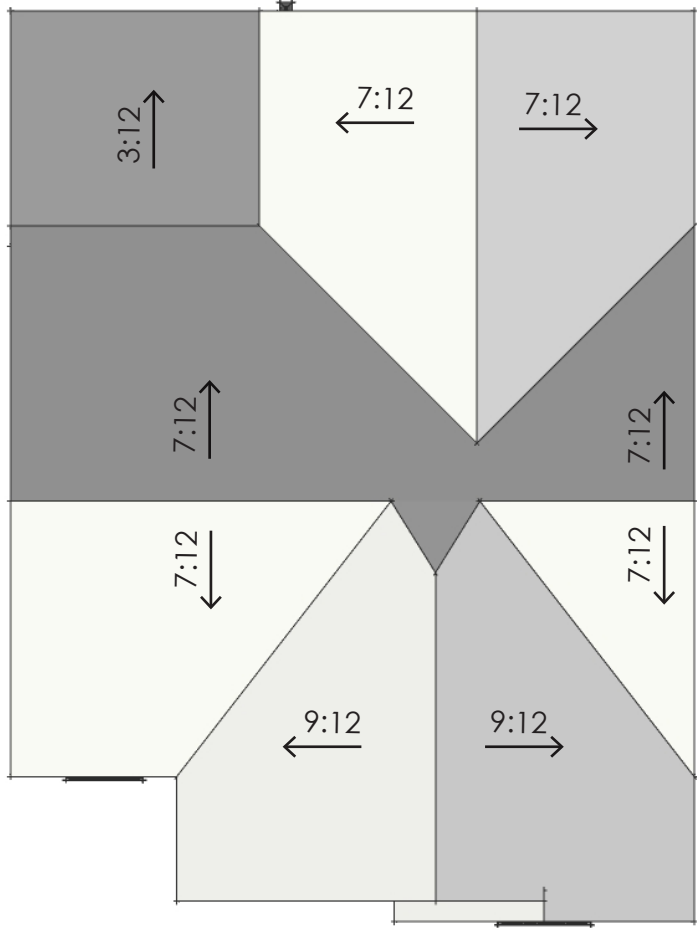
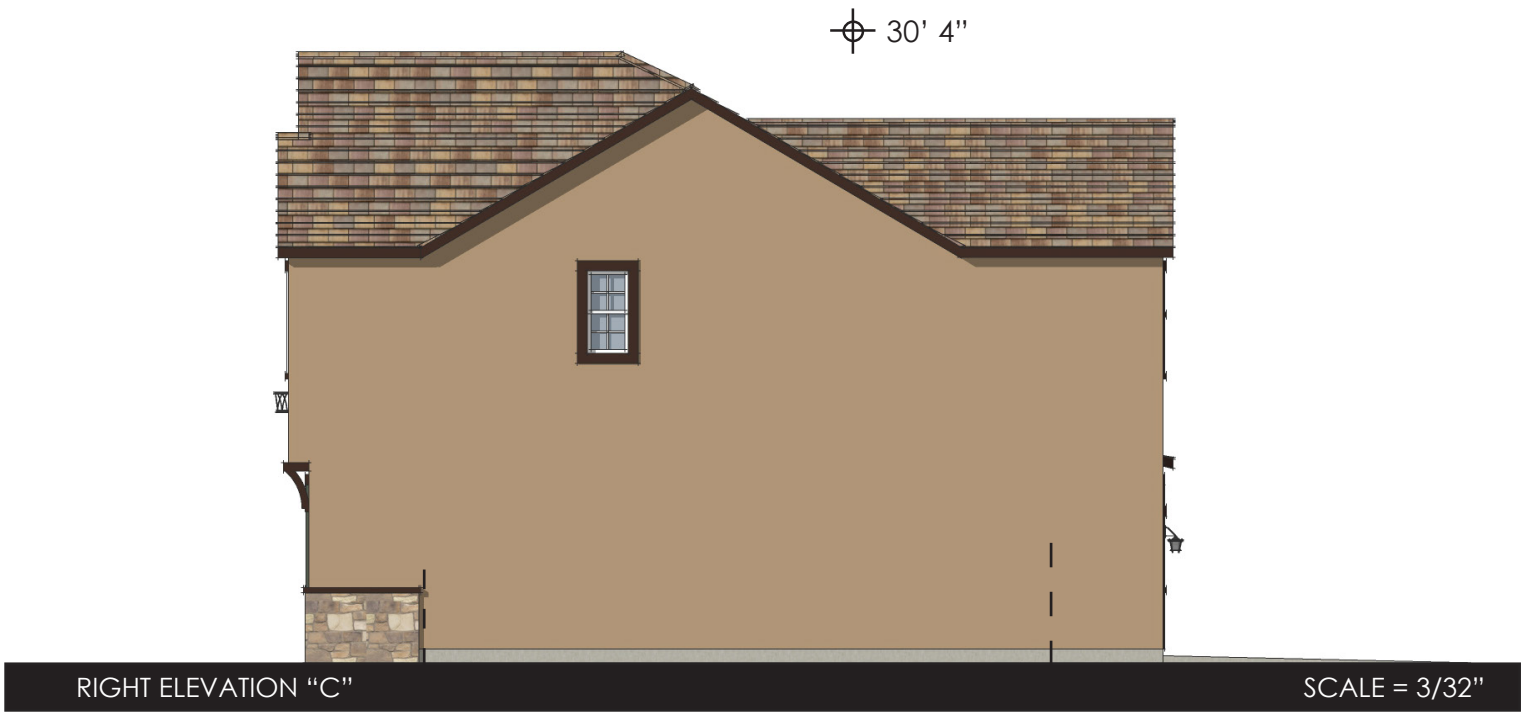
LENNAR®

PLAN 3 - ELEVATION 'C' FRENCH ECLECTIC



French Eclectic - Color Scheme 4

PLAN 3 - ELEVATION 'C' SIDES & REAR



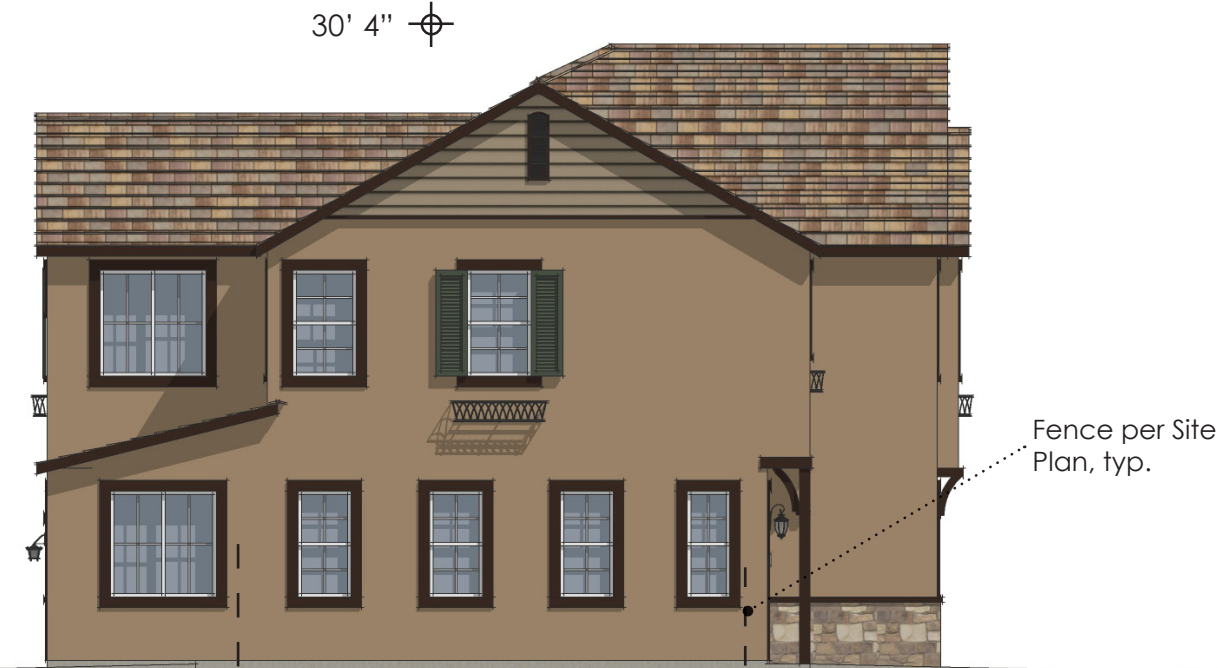
ROOF PLAN "C"
SCALE = 3/32"



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PLAN 3 - ELEVATION 'C' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



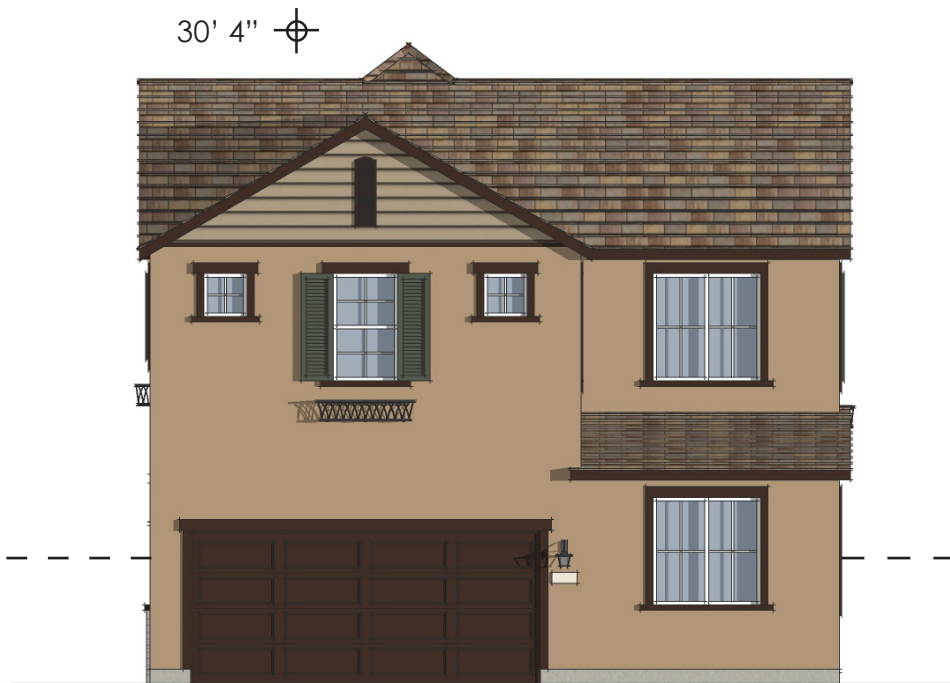
LEFT ELEVATION "C"

SCALE = 3/32"



RIGHT ELEVATION "C"

SCALE = 3/32"

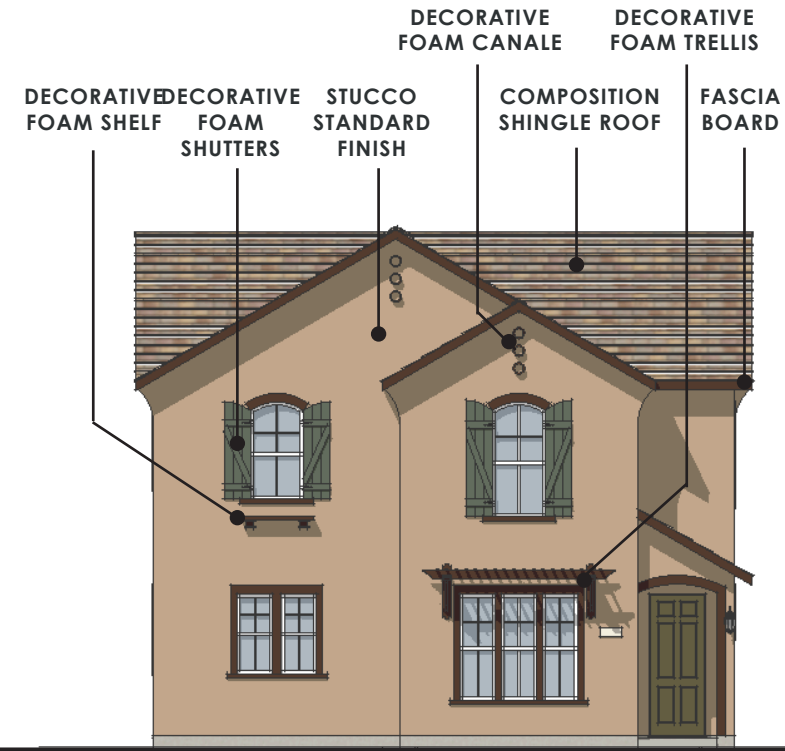


REAR ELEVATION "C"

SCALE = 3/32"

PLAN 4 - ALL ELEVATION STYLES

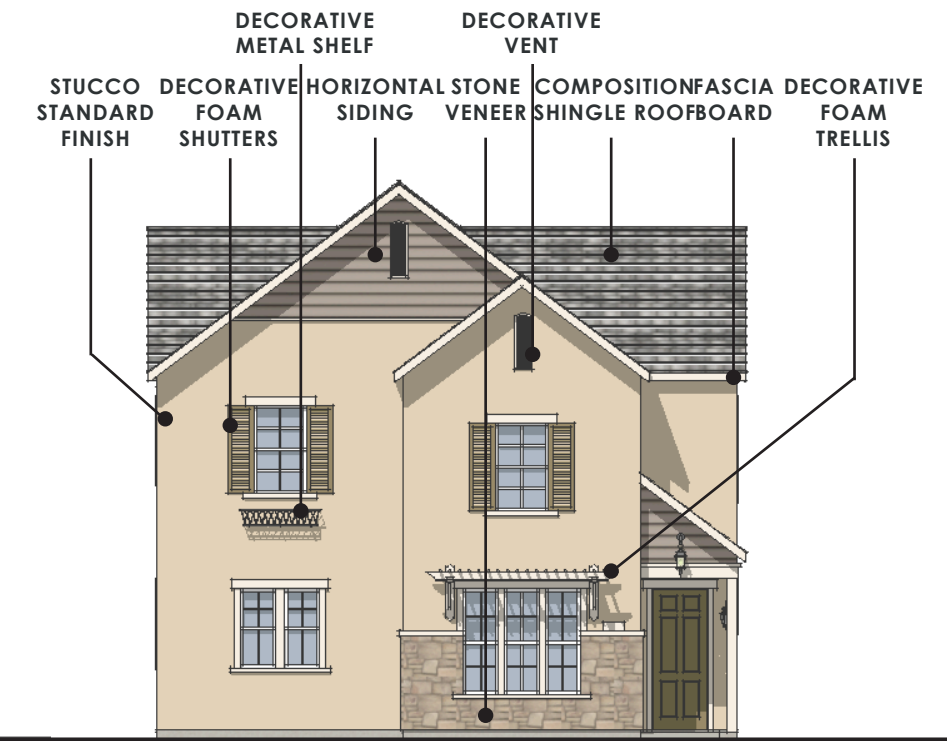
* REFER TO COLOR PALETTE SHEETS STANDARD FINISHES AND MATERIALS



ELEVATION "A" FRONT

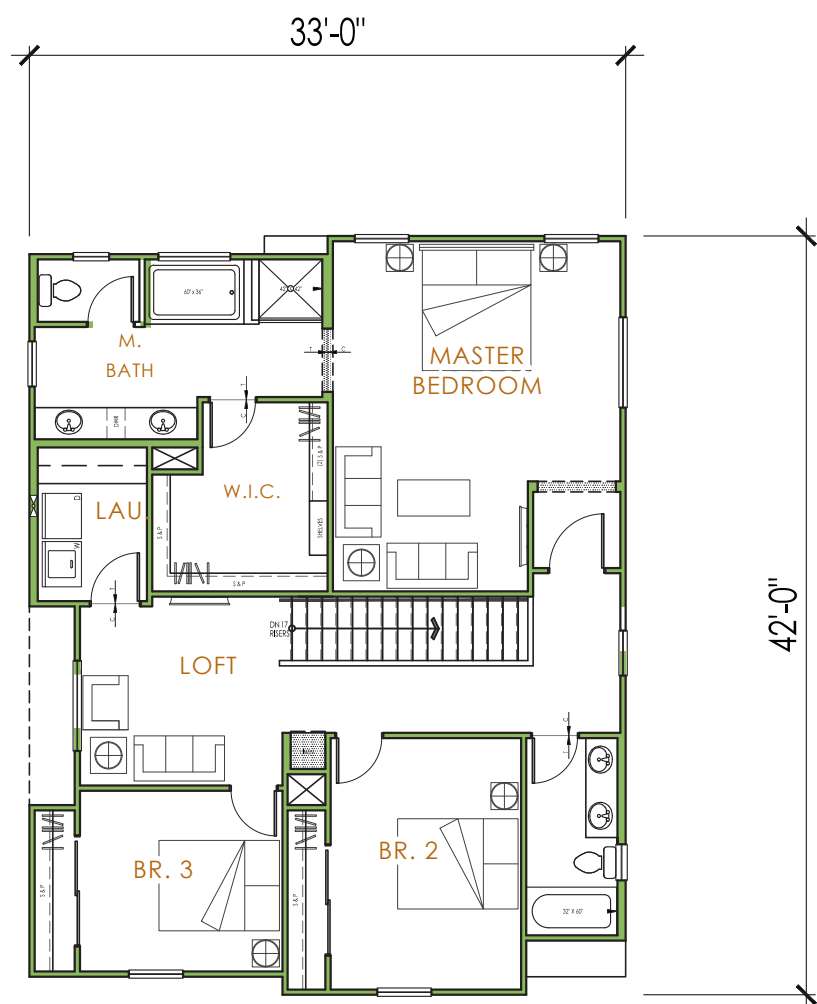


ELEVATION "B" FRONT



ELEVATION "C" FRONT

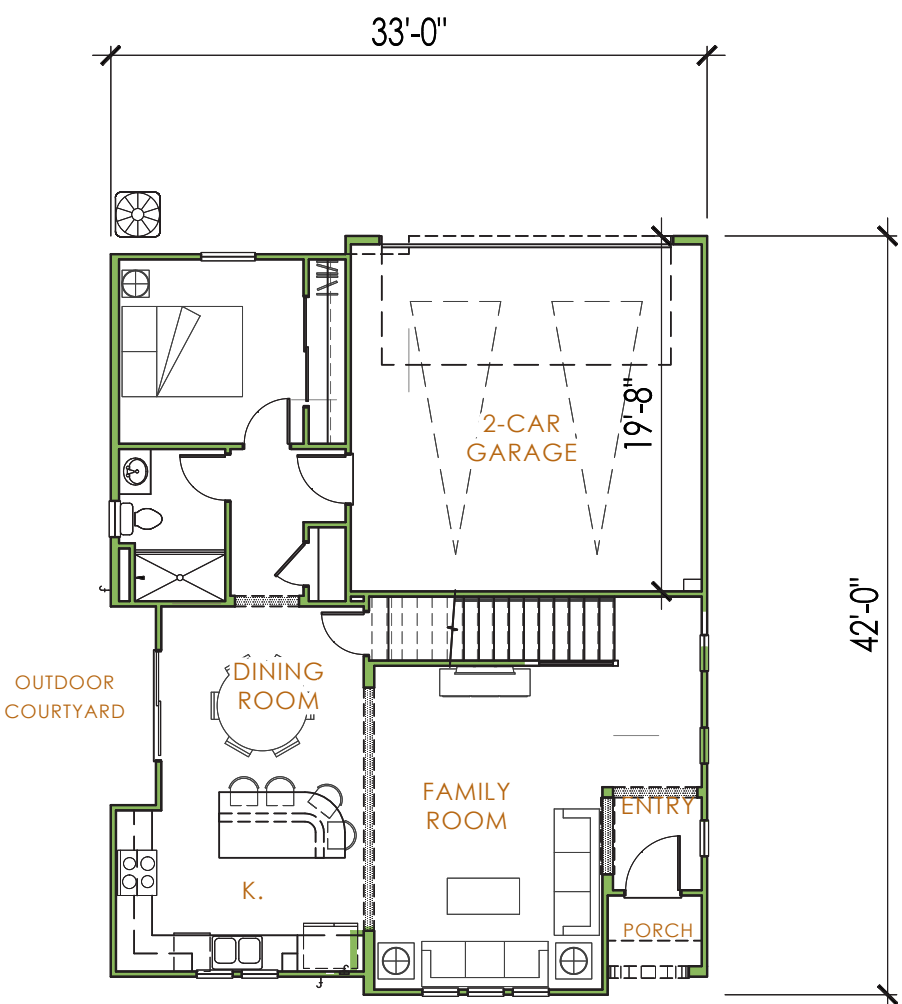
PLAN 4 - FLOOR PLAN 2,185 SF



UPPER FLOOR

ELEVATION "A" SHOWN

SCALE: 3/32"=1'-0"



MAIN FLOOR

ELEVATION "A" SHOWN

SCALE: 3/32"=1'-0"

Floor Area	
LIVING AREA:	
FIRST FLOOR LIVING:	913.4 SQ. FT.
SECOND FLOOR LIVING:	1272.1 SQ. FT.
TOTAL LIVING AREA:	2185 SQ. FT.
OTHER AREAS:	
GARAGE:	388 SQ. FT.
COVERED PORCH:	25 SQ. FT.

PARKSIDE 3

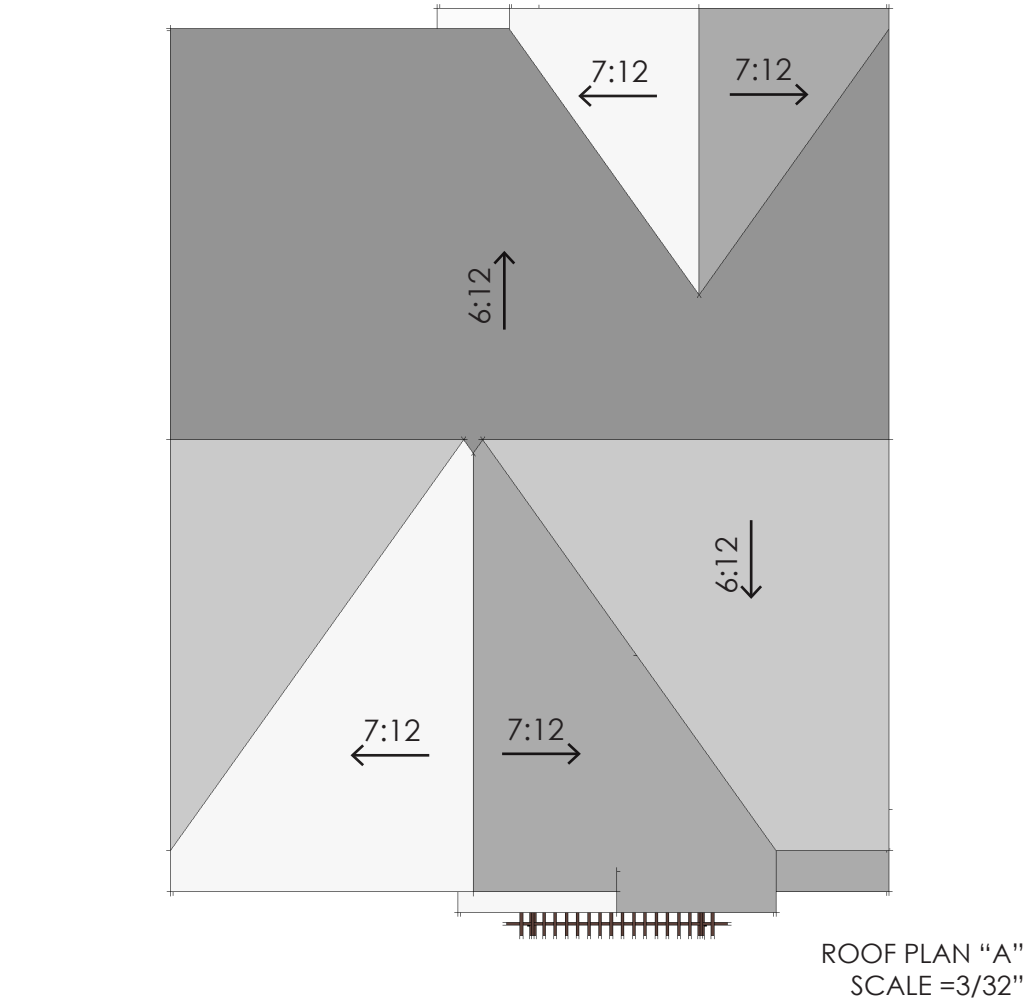
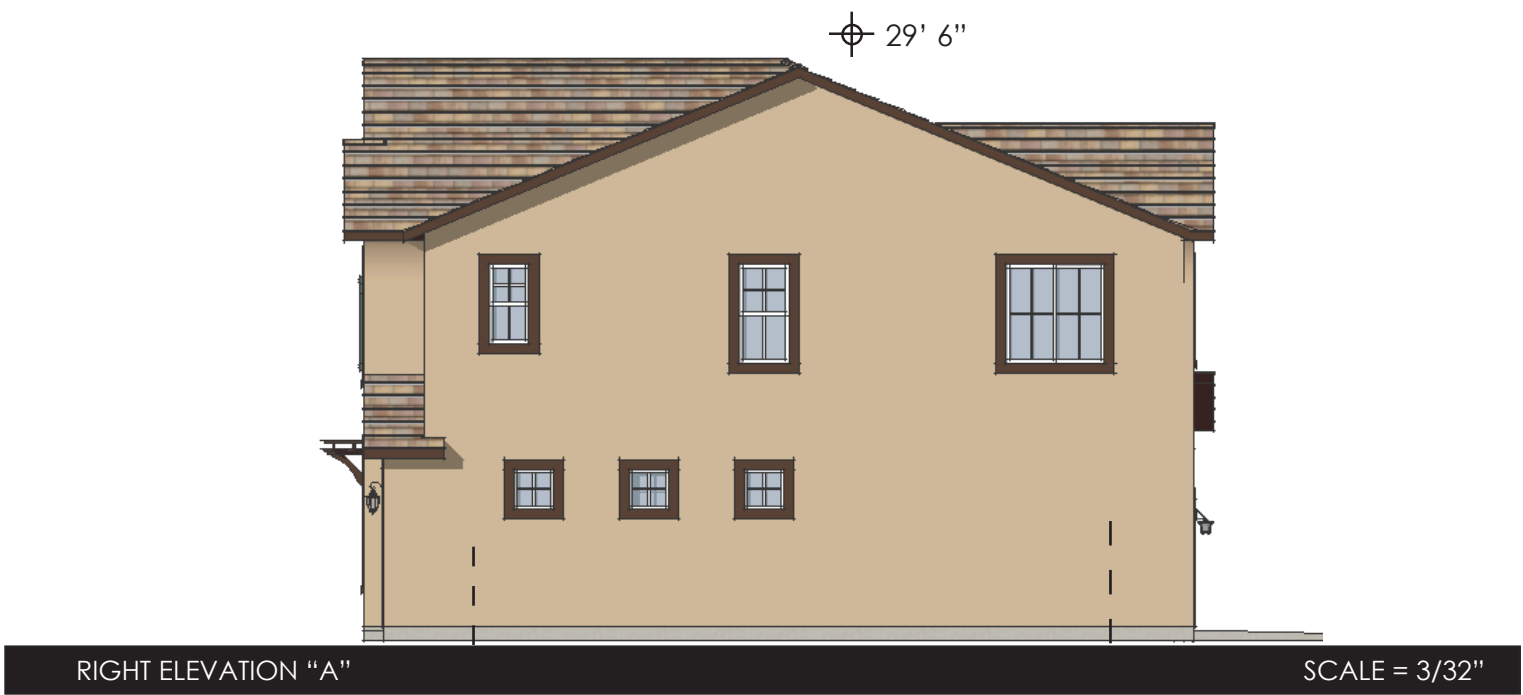
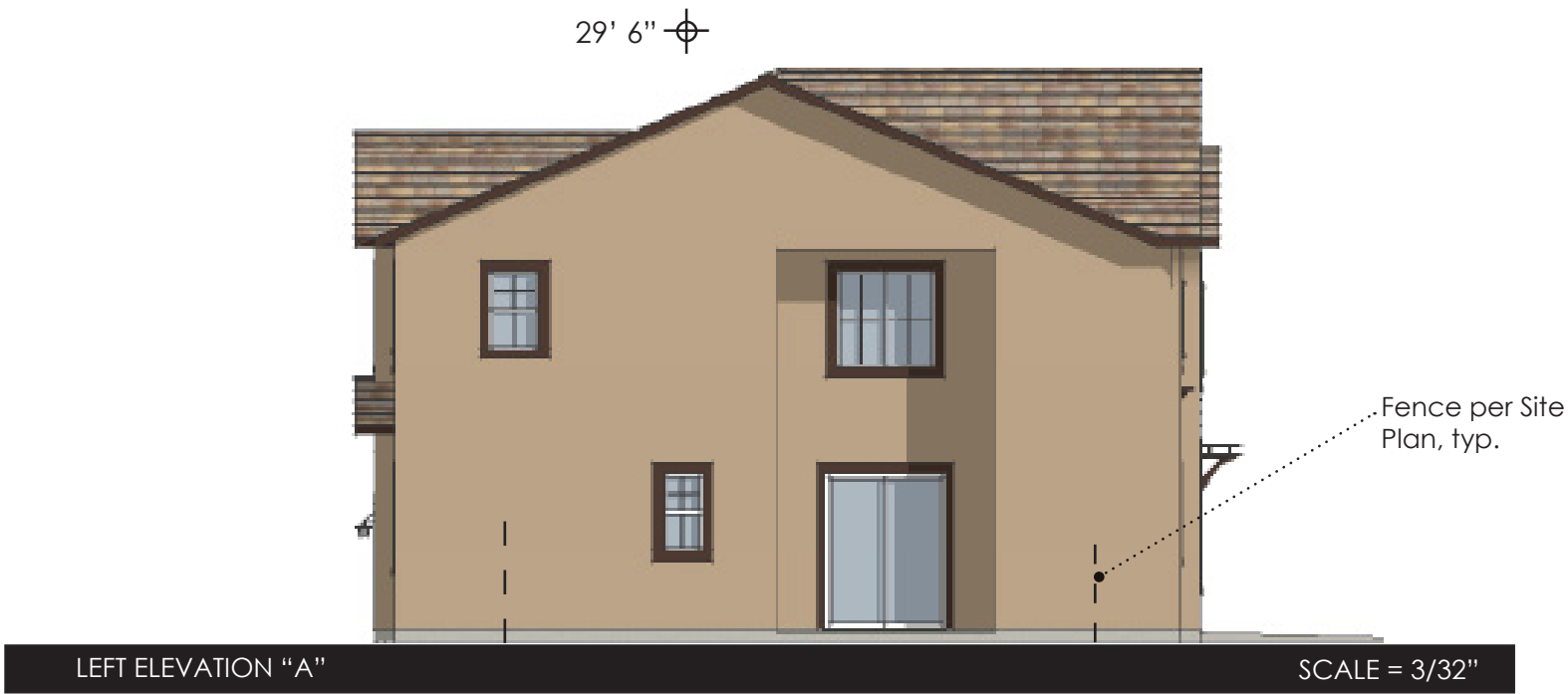
City of Woodland, California

LENNAR®

PLAN 4 - ELEVATION 'A' COTTAGE



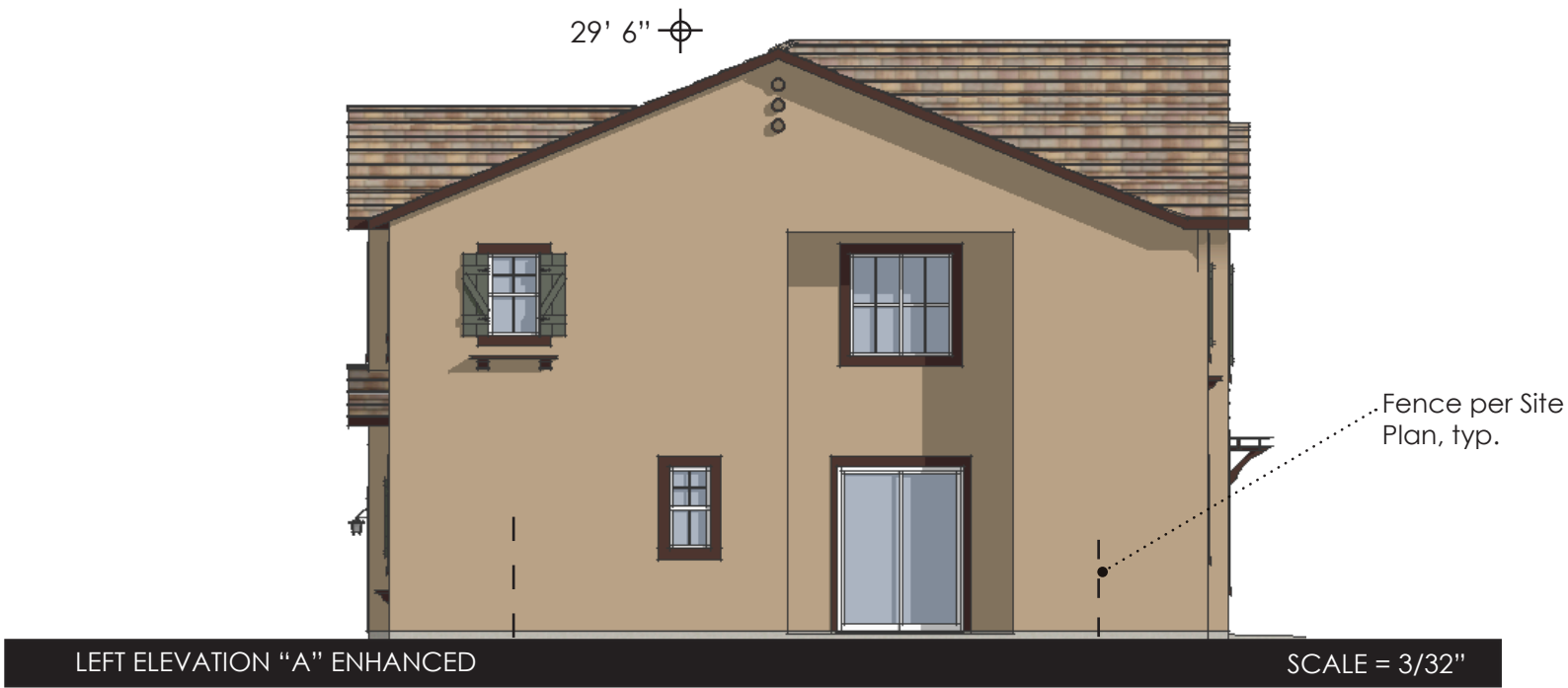
PLAN 4 - ELEVATION 'A' SIDES & REAR



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PLAN 4 - ELEVATION 'A' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR

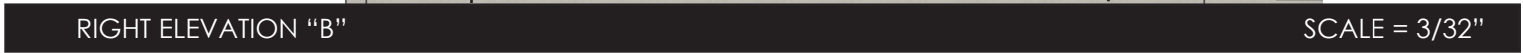
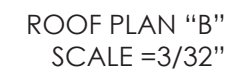
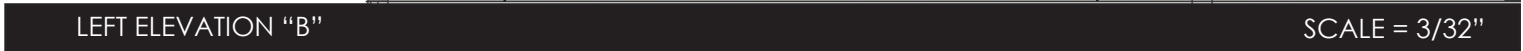


PLAN 4 - ELEVATION 'B' MANOR



Manor - Color Scheme 3

PLAN 4 - ELEVATION 'B' SIDES & REAR



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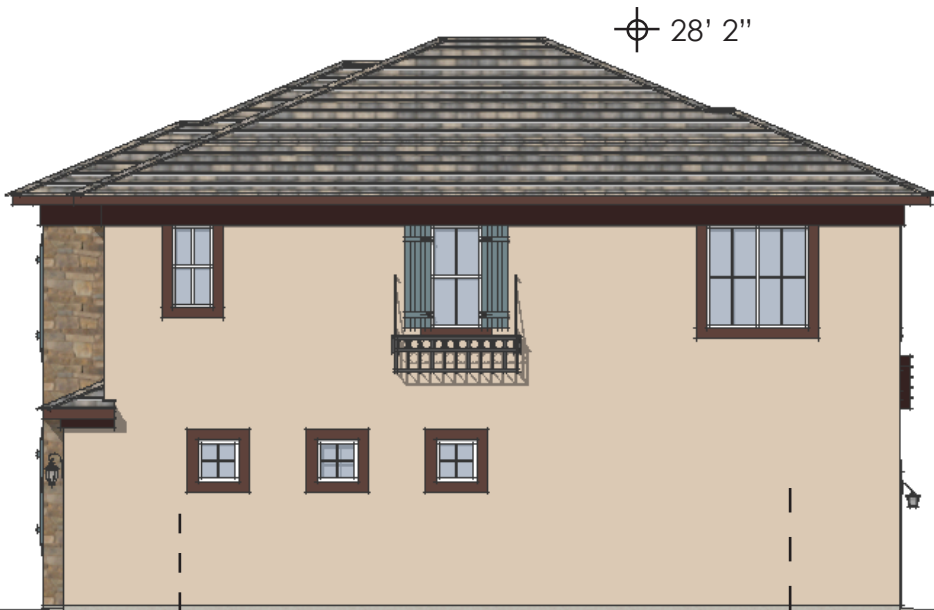
PLAN 4 - ELEVATION 'B' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



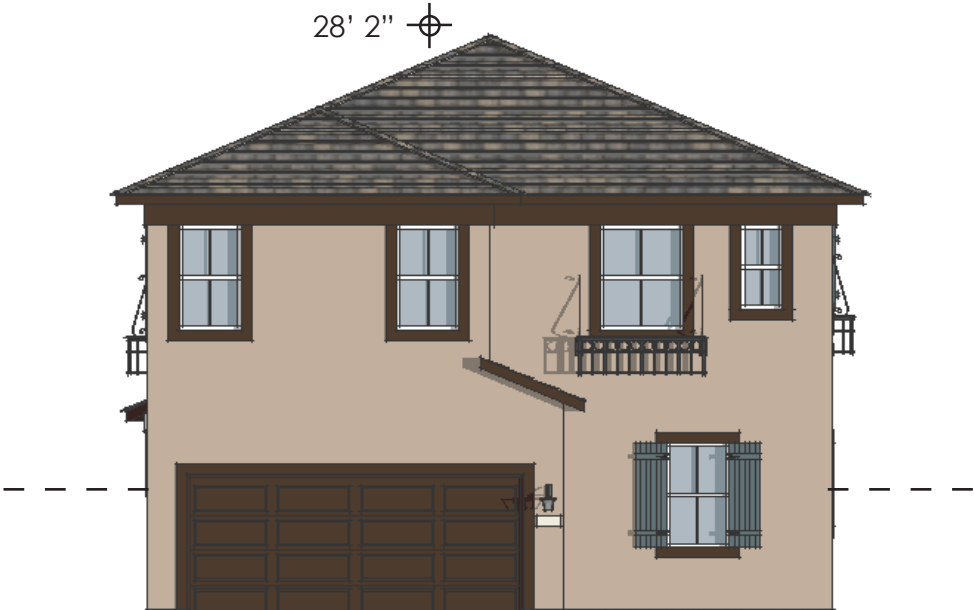
LEFT ELEVATION "B" ENHANCED

SCALE = 3/32"



RIGHT ELEVATION "B" ENHANCED

SCALE = 3/32"



REAR ELEVATION "B" ENHANCED

SCALE = 3/32"

PARKSIDE 3

City of Woodland, California

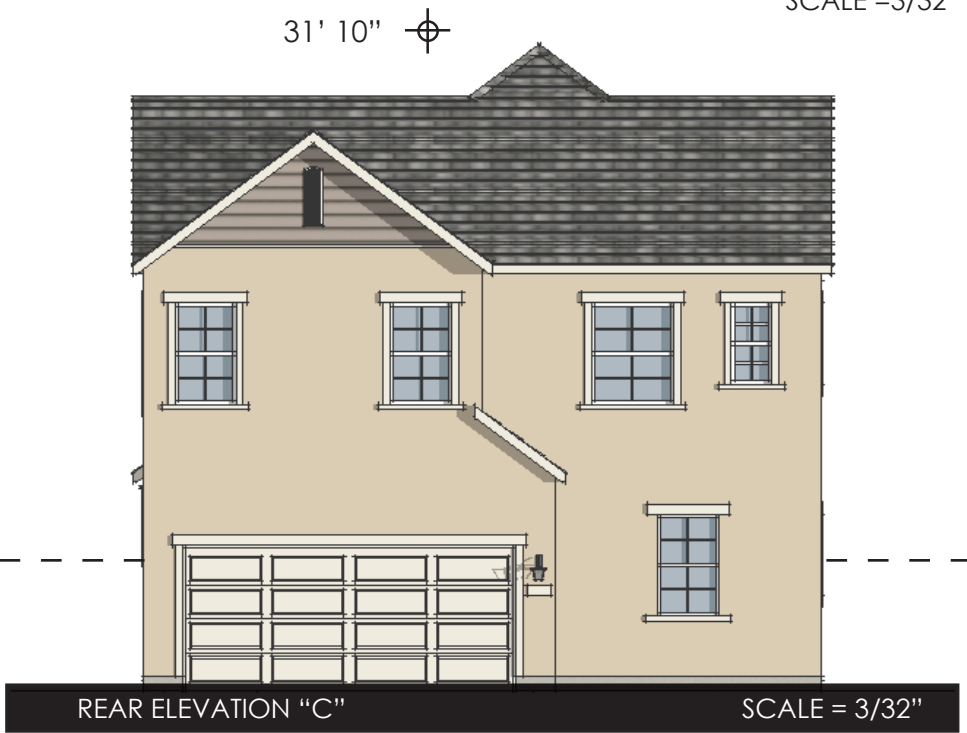
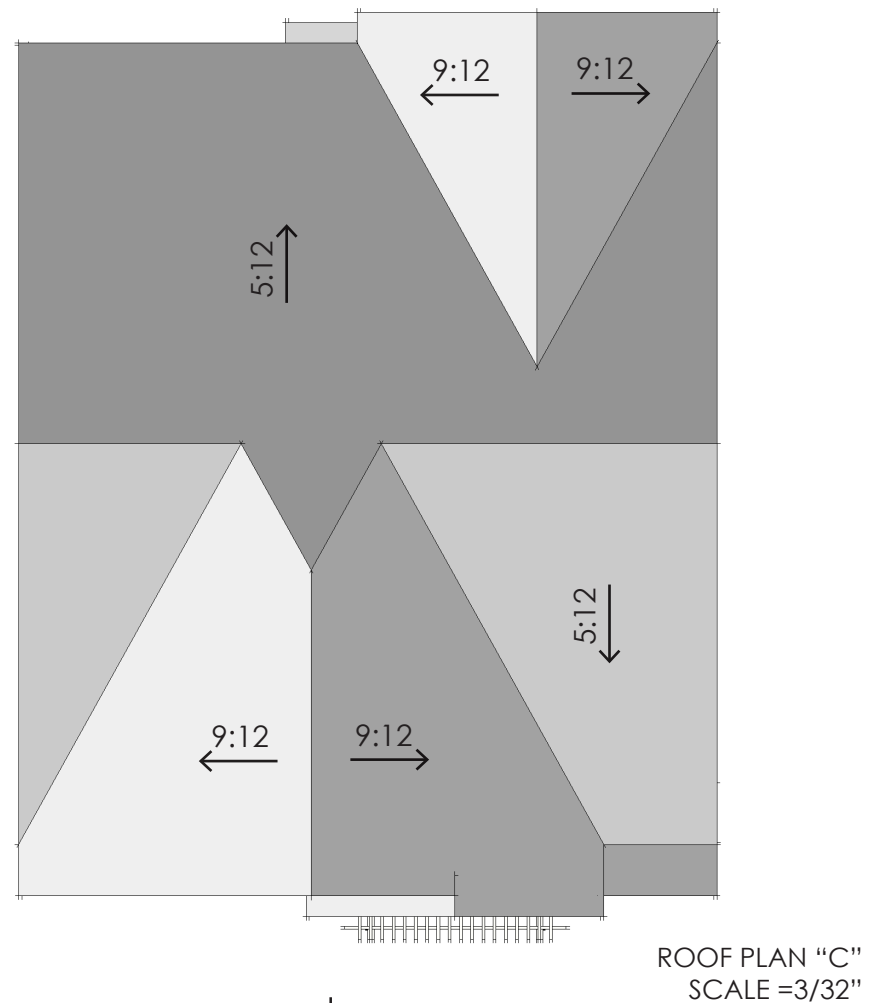
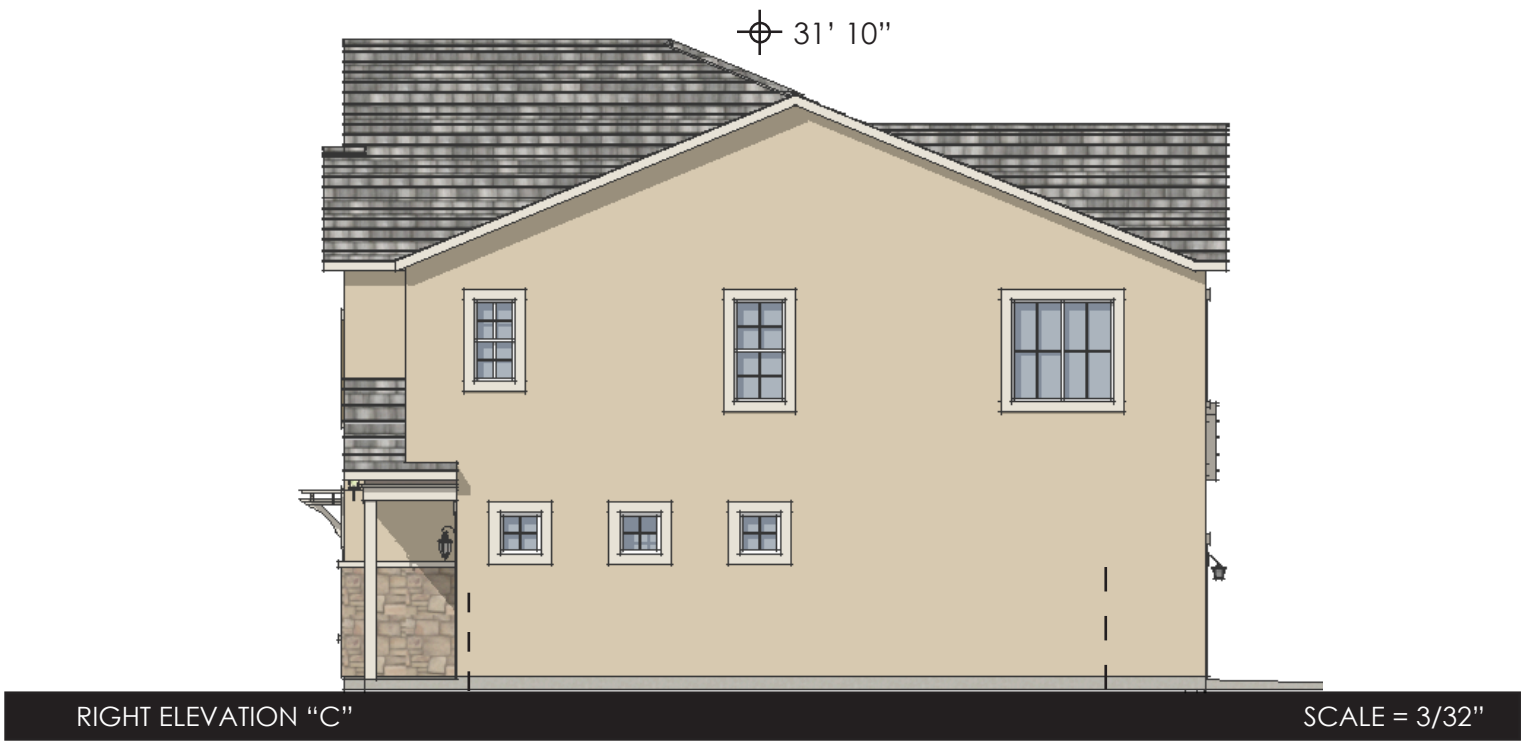
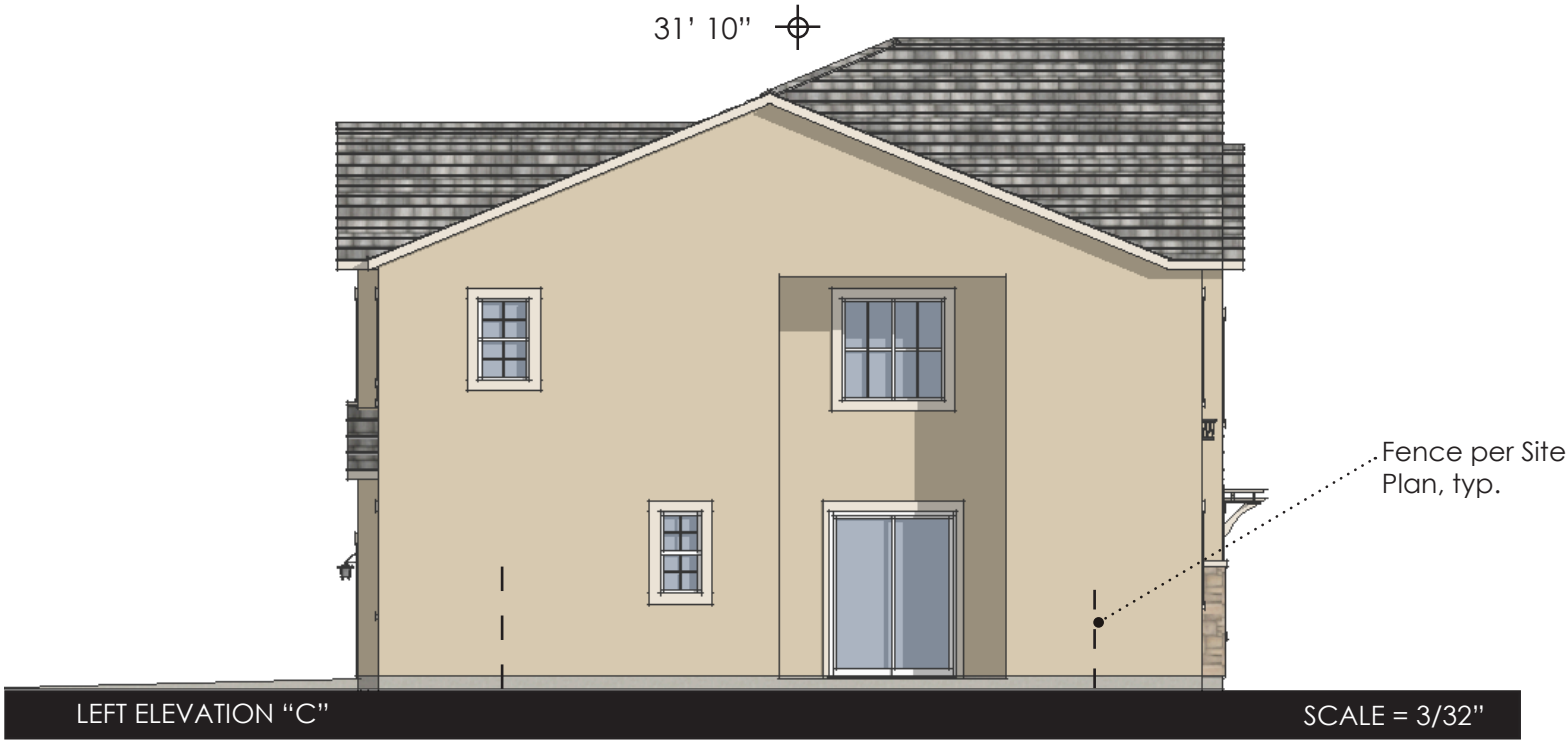
LENNAR®

PLAN 4 - ELEVATION 'C' FRENCH ECLECTIC



French Eclectic - Color Scheme 1

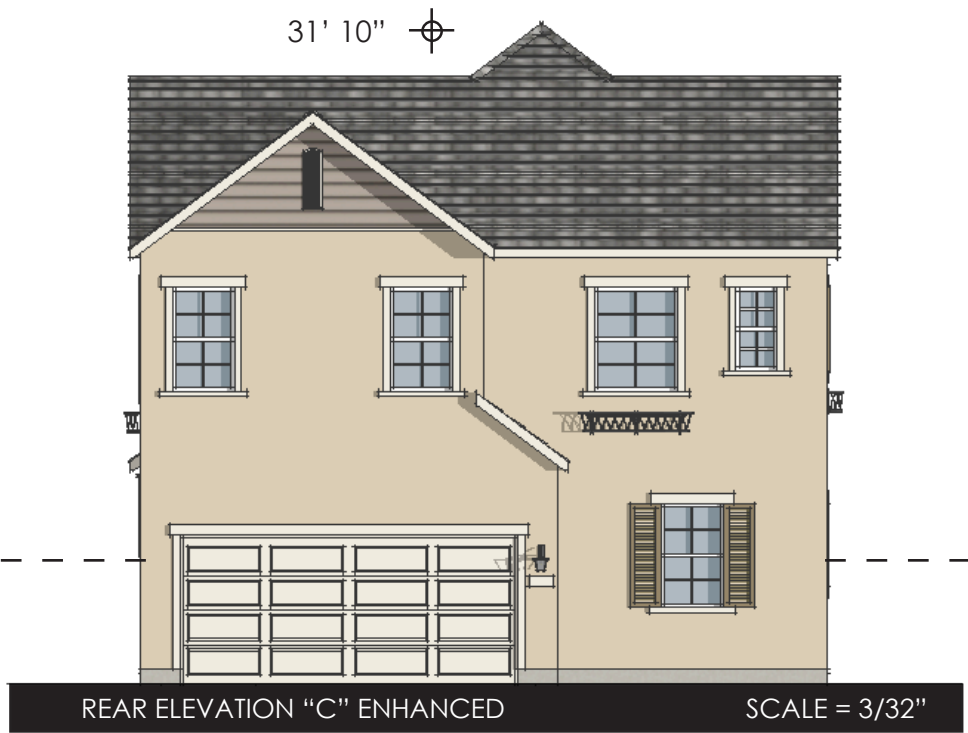
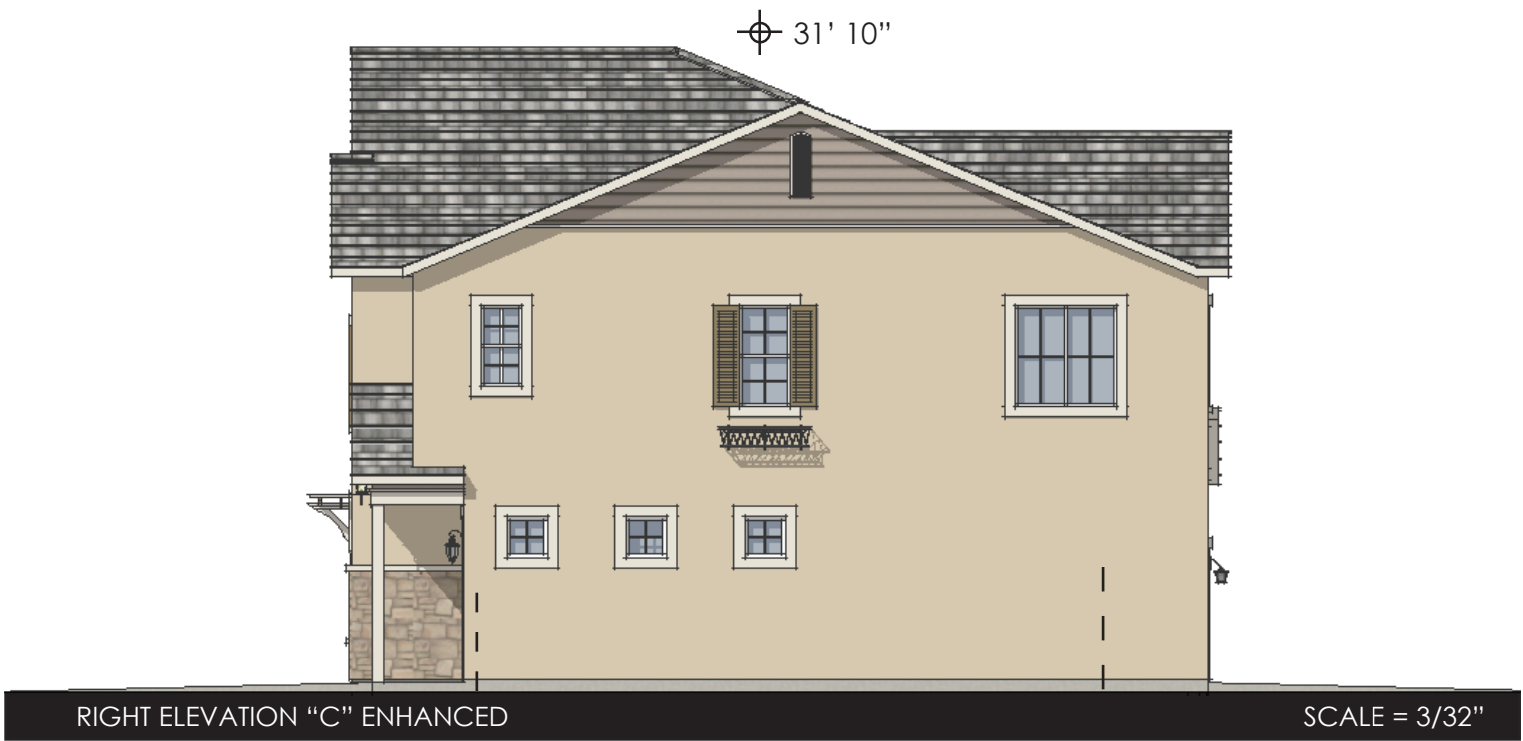
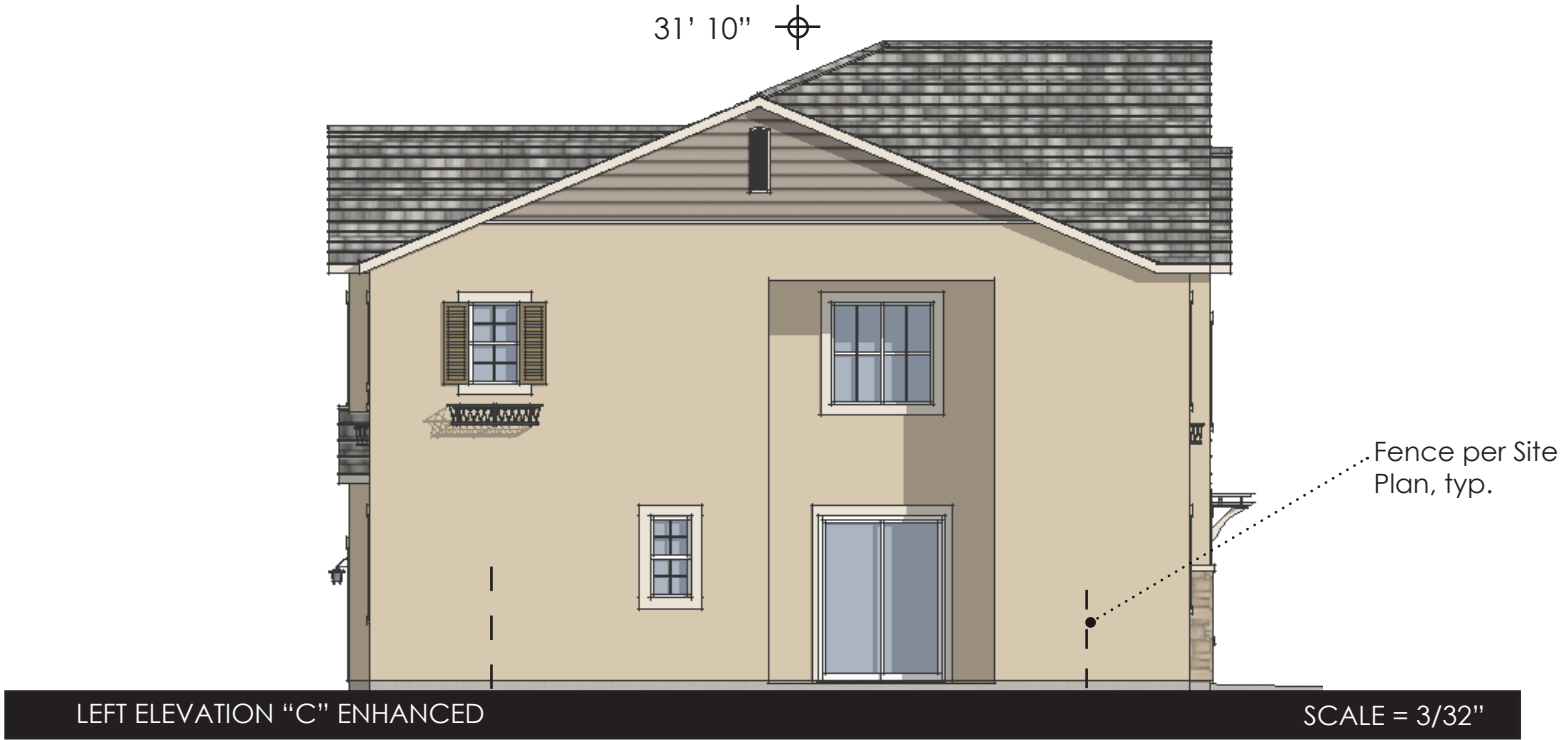
PLAN 4 - ELEVATION 'C' SIDES & REAR



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PLAN 4 - ELEVATION 'C' ENHANCED SIDES & REAR

* ENHANCEMENTS OCCUR WHEN VISIBLE FROM PUBLIC VIEW **FENCES OCCUR PER SITE PLAN LOCATIONS *** PLEASE REFER TO PHYSICAL PAINT SAMPLES FOR ACCURATE PAINT COLOR



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COLOR PALETTES

COLOR PALETTES

Roofing: CertainTeed Landmark Pro
Paint: Sherwin-Williams
Masonry: Cultured Stone by Boral
Stucco: Light Sand Finish

Scheme 1

Trim

Main Body

Siding

Accent 1

Stone

Roofing

LEGEND			
Roofing	Moire Black	Landmark Pro	
Main Body	Softer Tan	SW 6141	Stucco Body
Siding	Garret Gray	SW 6075	Siding (when present)
Trim	Creamy	SW 7012	Fascia, window & door trim
Accent 1	Renwick Olive	SW 2815	Shutters, Front Door
Masonry	Chianti	Ancient Villa Ledgestone	Stone (when present)

* Window and door trim to be painted smooth stucco.
* Shutters to be painted wood grain foam.

Scheme 2

Trim

Main Body

Siding

Accent 1

Stone

Roofing

LEGEND			
Roofing	Heather Blend	Landmark Pro	
Main Body	Perfect Greige	SW 6073	Stucco Body
Siding	Otter	SW 6041	Siding (when present)
Trim	Creamy	SW 7012	Fascia, window & door trim
Accent 1	Wheat Penny	SW 7705	Shutters, Front Door
Masonry	Toscana	Ancient Villa Ledgestone	Stone (when present)

* Window and door trim to be painted smooth stucco.
* Shutters to be painted wood grain foam.

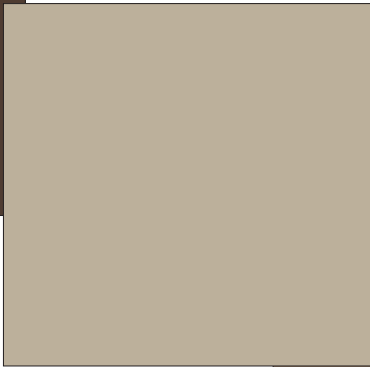
COLOR PALETTES

Roofing: CertainTeed Landmark Pro
Paint: Sherwin-Williams
Masonry: Cultured Stone by Boral
Stucco: Light Sand Finish

Scheme 3



Trim



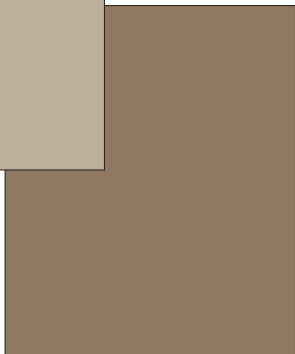
Main Body



Roofing



Stone



Siding



Accent 1

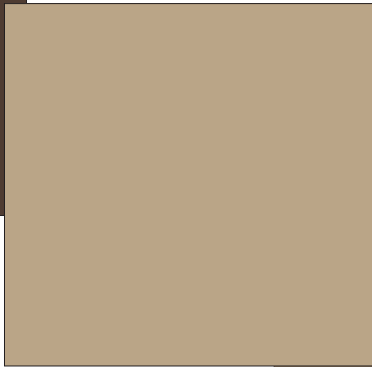
LEGEND			
Roofing	Weathered Wood	Landmark Pro	
Main Body	Avenue Tan	SW 7543	Stucco Body
Siding	Nuthatch	SW 6088	Siding (when present)
Trim	Turkish Coffee	SW 6076	Fascia, window & door trim
Accent 1	Outerspace	SW 6251	Shutters, Front Door
Masonry	Sevilla	Ancient Villa LedgeStone	Stone (when present)

* Window and door trim to be painted smooth stucco.
* Shutters to be painted wood grain foam.

Scheme 4



Trim



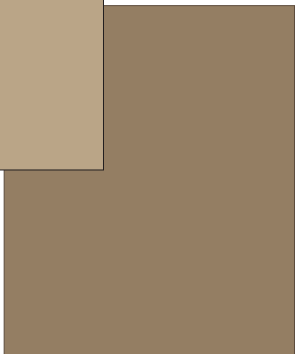
Main Body



Roofing



Stone



Siding



Accent 1

LEGEND			
Roofing	Heather Blend	Landmark Pro	
Main Body	Latte	SW 6108	Stucco Body
Siding	Portabello	SW 6102	Siding (when present)
Trim	Turkish Coffee	SW 6076	Fascia, window & door trim
Accent 1	Rosemary	SW 6187	Shutters, Front Door
Masonry	Sienna	Ancient Villa LedgeStone	Stone (when present)

* Window and door trim to be painted smooth stucco.
* Shutters to be painted wood grain foam.

COLOR PALETTES

Roofing: CertainTeed Landmark Pro
Paint: Sherwin-Williams
Masonry: Cultured Stone by Boral
Stucco: Light Sand Finish

Scheme 5



LEGEND

Roofing	Heather Blend	Landmark Pro	
Main Body	Ivory	SW 6127	Stucco Body
Siding	Sawdust	SW 6158	Siding (when present)
Trim	Creamy	SW 7012	Fascia, window & door trim
Accent 1	Less Brown	SW 6040	Shutters, Front Door
Masonry	Sienna	Ancient Villa Ledgestone	Stone (when present)

* Window and door trim to be painted smooth stucco.

* Shutters to be painted wood grain foam.

Scheme 6



LEGEND

Roofing	Heather Blend	Landmark Pro	
Main Body	Baguette	SW 6123	Stucco Body
Siding	Brevity Brown	SW 6068	Siding (when present)
Trim	Turkish Coffee	SW 6076	Fascia, window & door trim
Accent 1	Iron Ore	SW 7069	Shutters, Front Door
Masonry	Sevilla	Ancient Villa Ledgestone	Stone (when present)

* Window and door trim to be painted smooth stucco.

* Shutters to be painted wood grain foam.

COLOR PALETTES

Roofing: CertainTeed Landmark Pro
Paint: Sherwin-Williams
Masonry: Cultured Stone by Boral
Stucco: Light Sand Finish

Scheme 7

Trim

Main Body

Siding

Accent 1

Stone

Roofing

LEGEND			
Roofing	Moire Black	Landmark Pro	
Main Body	Whole Wheat	SW 6121	Stucco Body
Siding	Library Pewter	SW 0038	Siding (when present)
Trim	Turkish Coffee	SW 6076	Fascia, window & door trim
Accent 1	Homburg Gray	SW 7622	Shutters, Front Door
Masonry	Toscana	Ancient Villa LedgeStone	Stone (when present)

* Window and door trim to be painted smooth stucco.
* Shutters to be painted wood grain foam.

Scheme 8

Trim

Main Body

Siding

Accent 1

Stone

Roofing

LEGEND			
Roofing	Weathered Wood	Landmark Pro	
Main Body	Nomadic Desert	SW 6107	Stucco Body
Siding	Yearling	SW 7725	Siding (when present)
Trim	Creamy	SW 7012	Fascia, window & door trim
Accent 1	Sealskin	SW 7675	Shutters, Front Door
Masonry	Sienna	Ancient Villa LedgeStone	Stone (when present)

* Window and door trim to be painted smooth stucco.
* Shutters to be painted wood grain foam.

COLOR PALETTES

- Roofing: CertainTeed Landmark Pro
- Paint: Sherwin-Williams
- Masonry: Cultured Stone by Boral
- Stucco: Light Sand Finish

Scheme 9

Trim

Main Body

Roofing

Stone

Siding

Accent 1

LEGEND			
Roofing	Moire Black	Landmark Pro	
Main Body	Sticks & Stones	SW 7503	Stucco Body
Siding	Manor House	SW 7505	Siding (when present)
Trim	Creamy	SW 7012	Fascia, window & door trim
Accent 1	Rookwood Dark Red	SW 2801	Shutters, Front Door
Masonry	Toscana	Ancient Villa LedgeStone	Stone (when present)

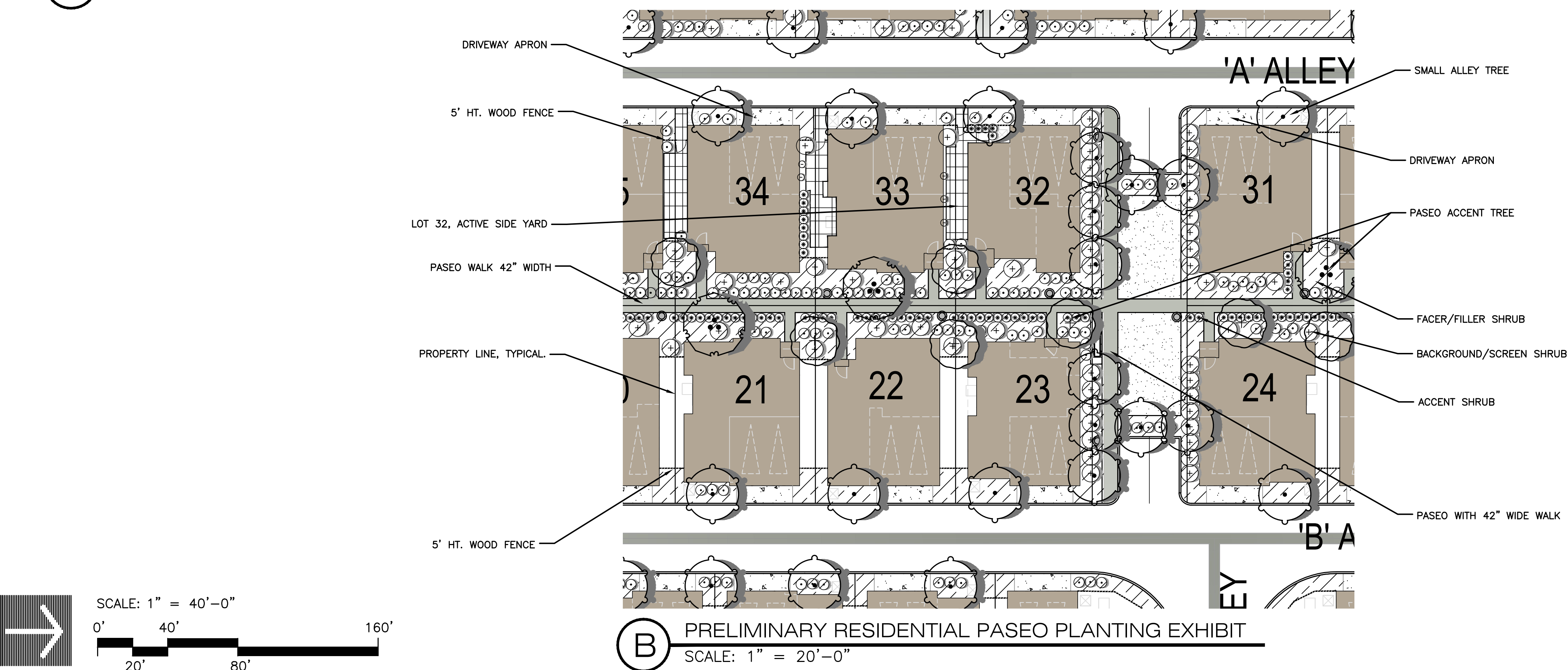
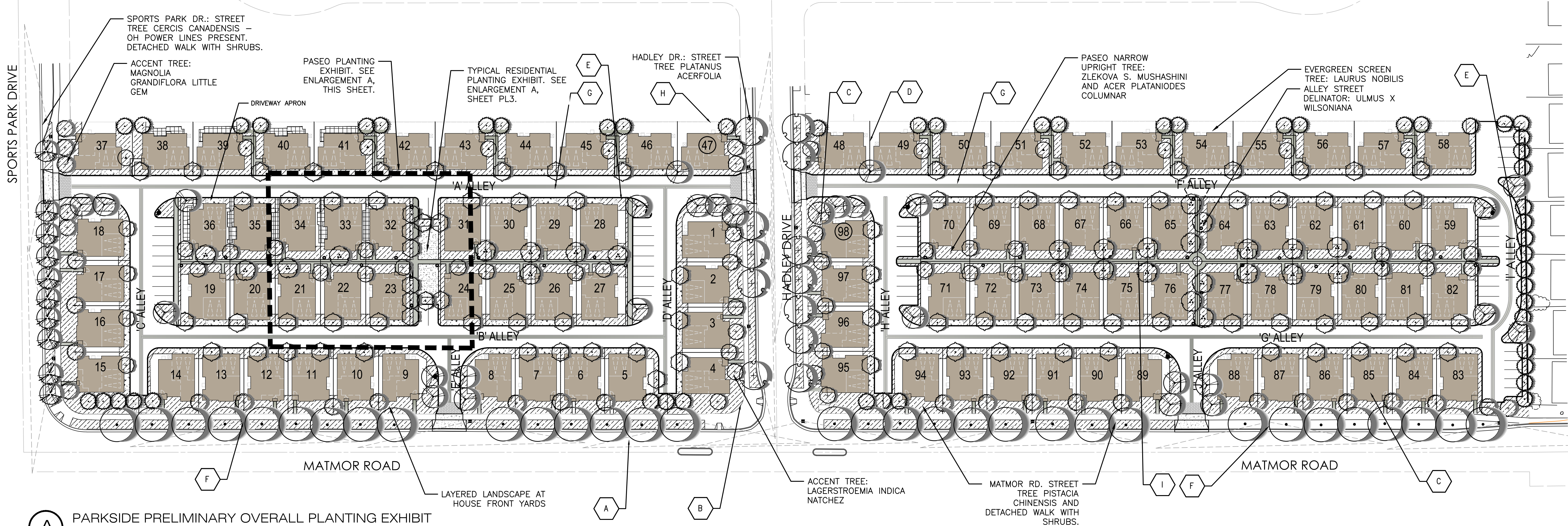
* Window and door trim to be painted smooth stucco.

* Shutters to be painted wood grain foam.

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LENNAR®



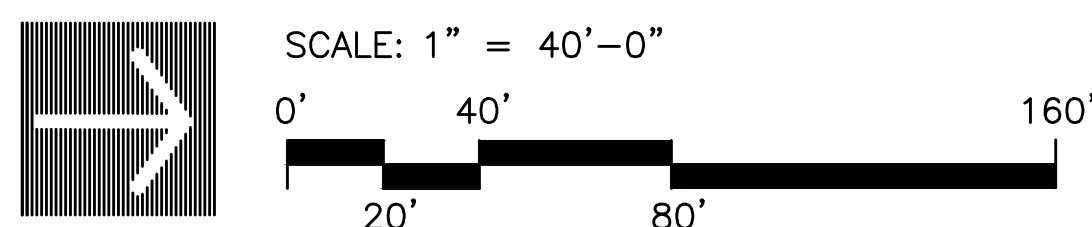


SITE KEYNOTES

- PRIVATE STREETSCAPE DESIGN INTENT - STREETSCAPE WILL BE CONSISTENT WITH OTHER PROJECTS WITHIN THE AREA. STREET TREES IN PARKWAY STRIPS WITH MASSSED PLANTED UNDER STORY OF FACER SHRUBS AND GROUNDCOVER. SIDEWALKS ARE EXISTING.
- PROJECT INTERSECTION WILL BE HIGHLIGHTED BY FLOWERING ACCENT TREE USE OF COLORFUL PLANT MATERIALS WILL FURTHER ENHANCE AND DEFINE THE ENTRY, ALONG WITH DROUGHT TOLERANT SPECIES WHERE APPROPRIATE.
- RESIDENTIAL UNITS - COURTYARD HOMES WITH FORWARD PLACEMENT ON STREET. LIGHTED ADDRESS SIGNS ON UNIT AND INDIRECT LIGHTING UNDER SOFFIT OF GARAGES. A VARIETY OF PATIO TREES AND OTHER SMALL SCALE TREES WITH LOW CONTRASTING SHRUB FORMS WILL BE USED TO ADD INTEREST, COLOR, AND TEXTURE.
- FENCE-VERTICAL BOARD WOOD DECORATIVE FENCE @ UNIT SIDE AND BACK YARDS AND BETWEEN UNITS.
- MAIL - CLUSTER MAIL BOXES. LOCATIONS BY POSTMASTER
- EXISTING STREET LIGHT-POST LAMP FIXTURE WITH CUTOFF SHIELD.
- ALLEY
- EXISTING FENCE - WOOD FENCE TO REMAIN.
- PASEO SIDEWALK 42" WIDTH.

NOTES:

- LANDSCAPE COVERAGE IS 1.86 ACRES OR 26% OF THE 7.28 AC PROJECT SITE, NOT INCLUDING THE PUBLIC SIDEWALK AND PARKWAY STRIPS.
- LANDSCAPED AREAS SHALL BE PROVIDED IN CONFORMANCE WITH CITY OF WOODLAND WATER CONSERVATION ORDINANCE
- CONFORM TO THE CITY AND STATE'S WATER CONSERVATION ORDINANCE.
- SEE SHEET PL2 FOR CROSS SECTION OF THE PROPOSED PEDESTRIAN PASEO.
- SEE A ENLARGEMENT SHEET PL2 FOR THE LOCATION OF, AND DETAILS FOR THE PRIVATE PATIOS FOR A TYPICAL CLUSTER OF LOTS. PRIVATE USE AREAS ARE TO BE PROVIDED BY HOMEOWNER.
- UTILITIES SUCH AS , AC CONDENSERS, ARE LOCATED WITHIN PRIVATE FENCED AREAS OF EACH UNIT
- ALL ADJACENT STREETS CONTAIN STREET LIGHTS. PASEOS ARE LIGHTED USING BUILDING MOUNTED LIGHTS @ EACH DOORWAY. ALLEYS ARE LIGHTED WITH WALL MOUNTED FIXTURES @ EACH GARAGE.



PARKSIDE
WOODLAND, CA

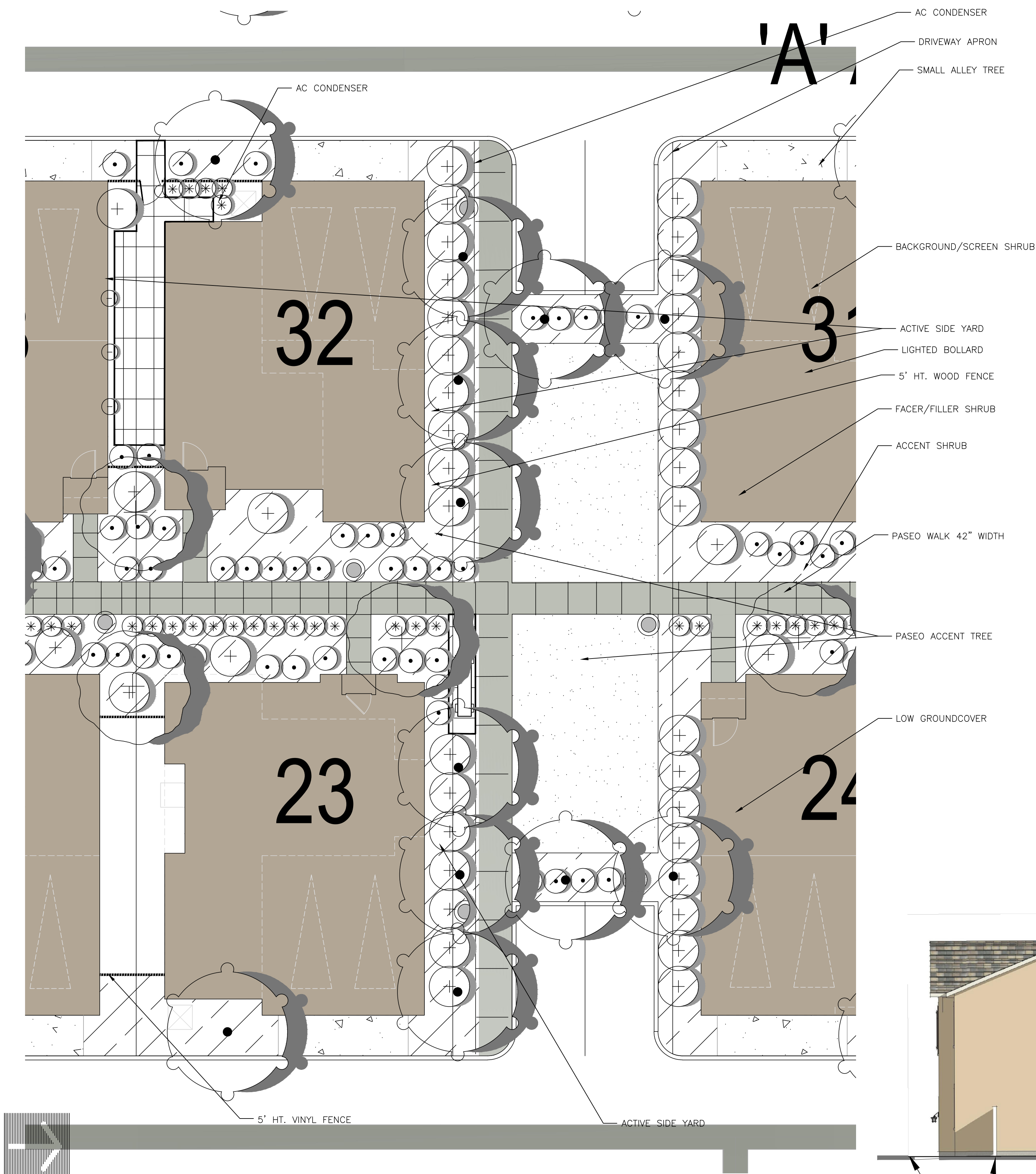
PRELIMINARY LANDSCAPE PLAN

PL1



DATE:
PROJECT:

6/17/2020
LCD_18088



A PRELIMINARY TYPICAL PASEO RESIDENTIAL PLANTING EXHIBIT
SCALE: 1" = 10'-0"

SCALE: 1" = 10'-0"

0' 10' 40'

5' 20'

42" HGT. FAIRWEATHER LIGHTED BOLLARD

60" PAINTED WOOD FENCING

B FENCING AND BOLLARD (LIGHTED)
SCALE: 1" = 10'-0"



C TYPICAL PASEO SECTION
SCALE: 1/8" = 1' - 0"



PRELIMINARY PLANT LIST AND LEGEND - Parkside Woodland

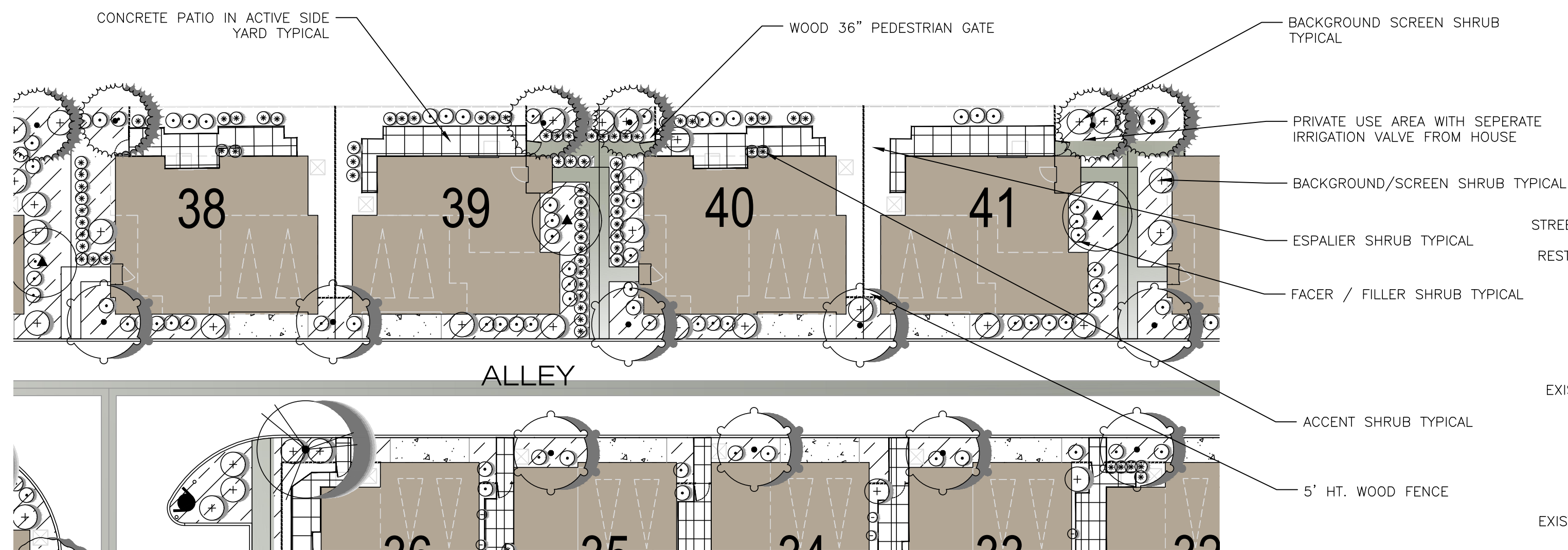
SYMBOL	BOTANICAL NAME COMMON NAME	HEIGHT X WIDTH	MIN. SIZE	WATER USE
STREET TREES				
	TILIA TOMENTOSA 'STERLING' SILVER LINDEN	40' X 25'	15 GAL	MOD
	PISTACIA CHINENSIS CHINESE PISTACH	40' X 40'	15 GAL	LOW
	CERCIS CANADENSIS EASTERN REDBUD	20' X 20'	15 GAL	MOD
	ULMUS X WILSONIANA PROSPECTOR PROSPECTOR ELM	35' X 25'	15 GAL	LOW
SCREENING TREES				
	LAURUS NOBILIS LAUREL	25' X 25'	15 G	LOW
	RHAMPHOLEPIS INDICA MAJESTIC BEAUTY INDIAN HAWTHORN	15' X 15'	15 G	MOD
SUBORDINATE TREES				
	ACER PLATANOIDES COLUMNAR COLUMNAR NORWAY MAPLE	35' X 15'	15 G	MOD
ACCENT TREES				
	LAGERSTROEMIA INDICA X FAURIEI ZUNI CRAPE MYRTLE	20' X 15'	15 G	LOW
	MAGNOLIA GRANDIFLORA LITTLE GEM LITTLE GEM MAGNOLIA	15' X 15'	15 G	MOD
	ZELKOVA S. MUSHASHINO WIRELESS ZELKOVA	30' X 15'	15 G	MOD

SYMBOL	BOTANICAL NAME COMMON NAME	HEIGHT X WIDTH	SIZE	WATER USE
SHRUBS				
	BACKGROUND/SCREEN SHRUBS - EVERGREEN, LARGE SHRUBS TO 6'-0" USED FOR REDUCING BUILDING MASS OR SCREENING UNDESIRABLE VIEWS.			
	BERBERIS X GLADWYNENSIS WILLIAM PENN WILLIAM PENN BARBERRY	4' X 6'	# 5	MOD
	MYRTUS COMMUNIS COMPACTA DWARF MYRTLE	4' X 4'	# 5	LOW
	PODOCARPUS MACROPHYLLUS 'MAKI' SHRUBBY YEW PINE	8' X 2'	# 5	MOD
	PRUNUS CAROLINIANA COMPACTA COMPACT CAROLINA CHERRY	6' X 6'	# 5	LOW
	EVERGREEN ESPALIER OR VINES TO 5'-0". USED IN NARROW SPACES FOR SOFTENING FENCES AND WALLS.			
	LOROPETALUM RUBRUM ESPALIER FRINGE FLOWER	ESPALIER 6'	# 5	MOD
	CAMELLIA SASANQUA HANA JIMAN ESPALIER CAMELLIA	ESPALIER 6'	# 5	MOD
	EUONYMUS JAPONICA GREEN SPIRE GREENSPIRE EUONYMUS	6' X 2'	# 5	MOD
	FACER/FILLER SHRUBS EVERGREEN OR DECIDUOUS SHRUBS TO 4'-0". USED FOR 'TERRACING' OF PLANT MATERIAL. SEASONAL COLOR AND SOFTENING OF BUILDING EDGES AND FOUNDATION SHRUBS.			
	POLYSTICHUM MUNITUM SWORD FERN	3' X 3'	# 5	MOD
	NANDINA DOMESTICA 'LEMON LIME' HEAVENLY BAMBOO	3' X 3'	# 5	LOW
	VIBURNUM DAVIDI DAVID'S VIBURNUM	3' X 3'	# 5	MOD
	WESTRINGIA R. 'MORNING LIGHT' VARIEGATED COAST ROSEMARY	3' X 4'	# 5	LOW
	ACCENT SHRUBS EVERGREEN SHRUBS OR PERENNIALS USED FOR COLOR AND TEXTURAL ACCENT AT ENTRIES AND WALKS.			
	ACACIA X COGNATA COUSIN JITT	3' X 3'	# 1	LOW
	DIETES BICOLOR FORTNIGHT LILY	3' X 2'	# 1	LOW
	DIANELLA TASMANICA CASSA BLUE CASSA BLUE FLAX LILY	2' X 2'	# 1	LOW
	LIRIOPE GIGANTEA BIG BLUE LILY TURF	3' X 3'	# 1	MOD
GROUND COVER MATERIAL - SMALL SCALE DUE TO PROJECT TYPE. EVERGREEN OR PERENNIAL SHRUBS TO 24" HIGH. USED AS A FILLER BETWEEN SITE WORK EDGES AND FACER SHRUBS.				
	ARCTOSTAPHYLOS U. URSI MANZANITA		# 1	LOW
	ROSA FLOWER CARPET (WHITE AND RED) FLOWER CARPET ROSE		# 1	MOD
	NANDINA DOMESTICA HARBOR DWARF DWARF HEAVENLY BAMBOO		# 1	LOW
	TEUCRIUM X LUCIDRYS 'PROSTRATUM' PROSTRATE GERMANDER		# 1	LOW
	VERBENA CANADENSIS 'HOMESTEAD PURPLE' HOMESTEAD PURPLE VERBENA		# 1	LOW
VINES/ESPALIER MATERIAL - EVERGREEN OR PERENNIAL VINES WITH MANAGEABLE SPREAD FOR COVERING BLANK WALLS, AND CASCADE OVER OUTDOOR ARBORS AND ACCENT STONE WALLS. USED TO SOFTEN ARCHITECTURAL ELEMENTS AND CREATE SEASONAL INTEREST VERTICALLY.				
	MACFADAYANA UNGIS CATI CATS CLAW VINE		# 1	LOW
	PARTHENOCISSUS TRICUSPIDATA BOSTON IVY		# 1	MOD
	DECOMPOSED GRANITE			
	DG - YELLOW IN COLOR			

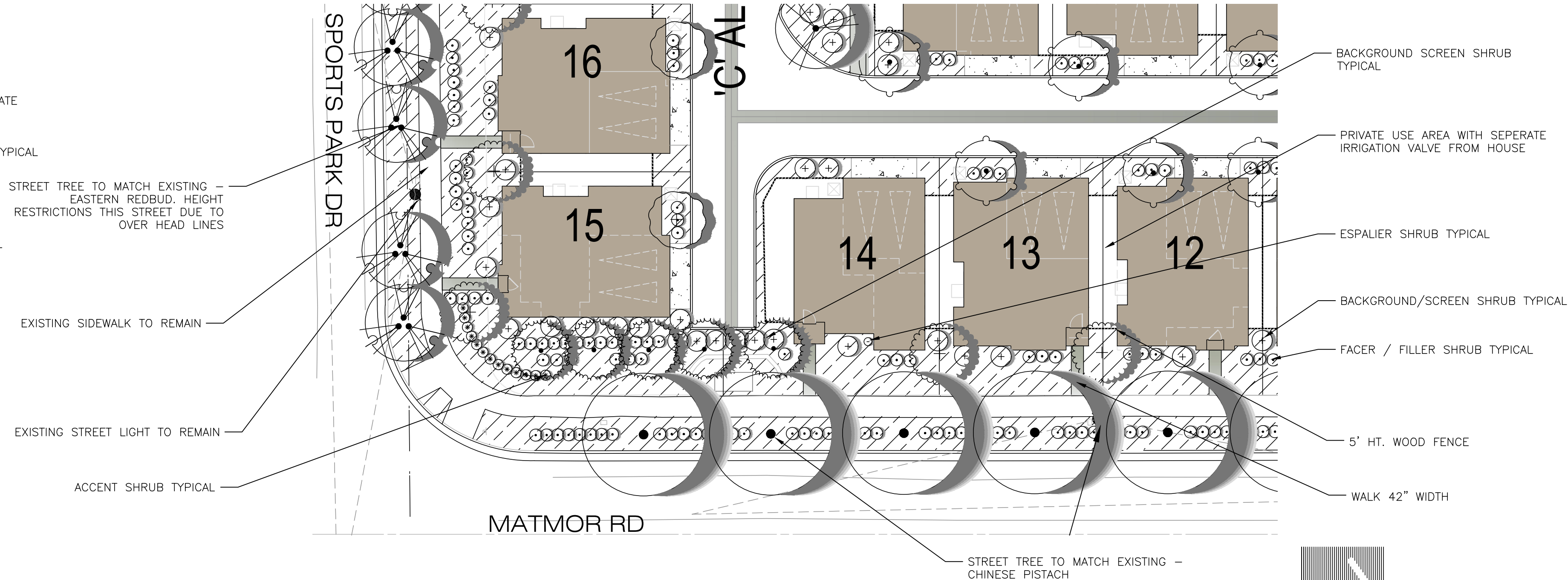
PARKSIDE
WOODLAND, CA

PRELIMINARY LANDSCAPE PLAN

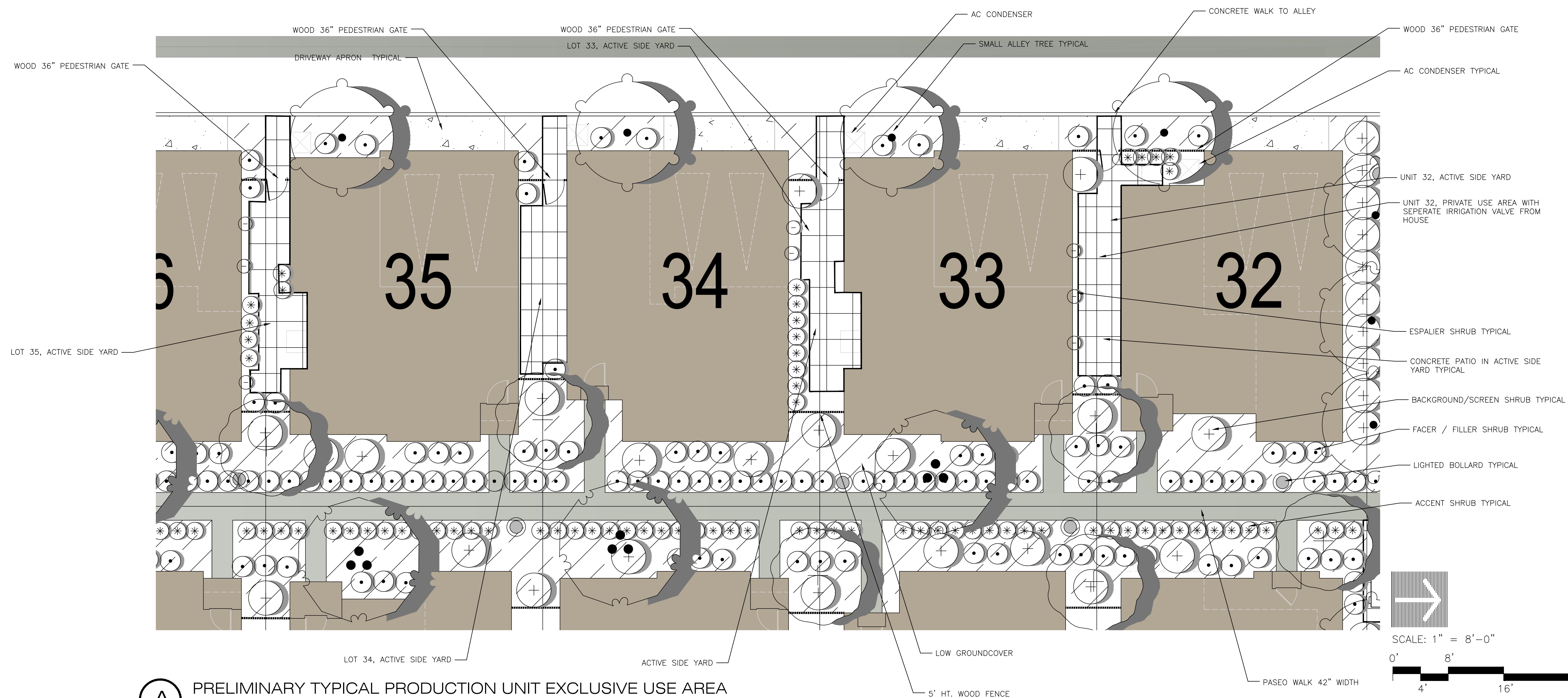
PL2



C WEST BOUNDARY ENLARGEMENT
SCALE: 1" = 20'-0"



B STREETScape ENLARGEMENT
SCALE: 1" = 20'-0"



A PRELIMINARY TYPICAL PRODUCTION UNIT EXCLUSIVE USE AREA
SCALE: 1" = 8'-0"

PARKSIDE
WOODLAND, CA

PRELIMINARY LANDSCAPE PLAN

PL3

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND CALATLANTICGROUP, INC (LENNAR CORPORATION) TO USE AND DEVELOP THE PARKSIDE 3 PROJECT SITE LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

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

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

WHEREAS, CalAtlanticGroup, Inc. (“Developer”) proposes to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Development Agreement, as “Attachment 5” 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”); and

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

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

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

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and

policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

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

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and the Planning Commission recommended to the City Council approval of both the Tentative Subdivision Map #5155 for the Parkside 3 Project Site and the Development Agreement; and

WHEREAS, on September 1, 2020, 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, on September 1, 2020, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq.*, the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #18 pertaining to the rezoning of certain portions of the project site; and

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

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

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Development Agreement as “Attachment 7.”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs 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 continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City's Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR.

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

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

PASSED AND ADOPTED by the City Council on September --, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rich Lansberg, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Attachment 1– Parkside 3 Development Agreement

Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. []

PARKSIDE 3

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

CALATLANTIC GROUP, INC.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [____]

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2020 by and between the City of Woodland, California (“CITY”), and CalAtlantic Group, Inc., a Delaware Corporation formerly Standard Pacific Corp., Inc, a Delaware Corporation (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY and HTW II Ventures previously entered into that certain Development Agreement (“Original Development Agreement”) on October 4, 2005, approved by the City Council of the City of Woodland by Ordinance No. 1447 on October 4, 2005; and

WHEREAS, HTW II subsequently transferred its property interests, and associated agreements, to various developers, and OWNER now owns that certain real property with Yolo County Assessor’s Parcel Numbers 041-231-028 and 041-243-002 (the “Property”); and

WHEREAS, this Agreement hereby replaces in its entirety the Original Development Agreement with respect to the Property (as defined below) only; and

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

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

WHEREAS, OWNER and CITY wish to enter into this Development Agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

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

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

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

WHEREAS, the City Council hereby finds and determines that this Agreement is of

major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on CITY; and

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to (i) specific plans and specific plan amendments, (ii) tentative and final subdivision and parcel maps, (iii) conditional use permits, public use permits and plot plans, (iv) zoning and planned development, and (v) grading and building permits.

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

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

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

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

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

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

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

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

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

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

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

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

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map showing Property and its location

Exhibit “C” - Tentative Map, Site Plan, Landscape Plan,
(from the September 1, 2020, City Council Hearing)

Exhibit “D” - Development Standards for Parkside 3

Exhibit “E” - Conditions of Approval

Exhibit “F” - Fees

2. GENERAL PROVISIONS.

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

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

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

- (a) No sale, transfer or assignment of any right or interest under this

Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the

provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.7 Notices.

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

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

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695

Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

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

If to OWNER:

CalAtlantic Group, Inc.
1025 Creekside Ridge Drive, Suite 240
Roseville, CA 95678
Attn: Larry Gualco
Telephone: 916-746-8501

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

2.8 Termination of Previous Agreement. As related to the Property only, this Agreement replaces and supersedes the Original Development Agreement approved by Ordinance No 1447, adopted on October 4, 2005 by the City Council of the City of Woodland. As of the effective date of the ordinance adopting this Development Agreement, the Original Development Agreement shall terminate and shall have no further force or effect with respect to the Property.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This agreement is for Tentative Subdivision Map #5155, Planned Development Overlay, and Site Plan and Design Review which includes the 7.3 acre R-15 (R-15PD) project site resulting in 97 single family lots.

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

3.3 Reservation of Rights.

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

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

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

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

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted

Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

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

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

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

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

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

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

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power

that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

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

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

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

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

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined

by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property. If OWNER's costs for the improvements exceeds the amount(s) shown in the Spring Lake Capital Improvement Program for such improvement(s), OWNER agrees that the CITY may defer a portion of OWNER's reimbursement for constructed improvements until the CITY completes a reconciliation update for the Spring Lake Infrastructure Fee ("SLIF").

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

3.11 City Plan Check & Inspection of Public & Private Civil Improvements. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public & Private Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the onsite & offsite civil improvements. These fees must be paid in full prior to approval of the final map and improvement plans.

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

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

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

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

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

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

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY’s Agricultural Mitigation Program. With respect to the Property, the City’s agricultural conservation easement requirement has been satisfied.

4.4 Swainson’s Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER’s obligation for Swainson’s Hawk Mitigation has been satisfied.

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

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

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

4.8 Affordable Housing In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the affordability requirement applied to this Project. The Project is responsible for providing 10 very low income and 10 low income units. In lieu of constructing the affordable housing units, OWNER agrees to pay to CITY, or non-profit organization of CITY's choice for the purpose of constructing housing in Woodland for extremely low income households, a total of Six Thousand Dollars and No Cents (\$6,000) per unit for each of the 97 mapped units for a total of Five Hundred and Eighty-two Thousand Dollars and No Cents (\$582,000). The affordable housing in lieu fee shall be paid in one lump sum amount no later than 45-days after the second reading of the Development Agreement Ordinance. The affordable housing fee shall be subject to annual CCI increases.

4.9 General Purpose Fee. CITY and OWNER agree that owner shall pay to CITY a total of Two Thousand Dollars and No Cents (\$2,000.00) per unit for each of the 97 mapped units for a total of One Hundred and Ninety-Four Thousand Dollars and No Cents (\$194,000) as a general purpose fee. City shall use this general purpose fee to improve bicycle and pedestrian connectivity, including but not limited to construction of the planned Highway 113 bike/pedestrian overcrossing, and complete other neighborhood enhancements within the Plan Area. The general purpose fee shall be paid in one lump sum amount upon issuance of the first building permit (excluding model homes) for the Property. The general purpose fee shall be subject to annual CCI increases.

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

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

4.12 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. CITY will allow a map to proceed with the \$200,000 deposit. OWNER may

deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, a final map will not be approved with less than a \$200,000 deposit.

4.13 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of section 1542 of the California Civil Code, which provides:

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

By initialing below, OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

Owner's Initials

Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project

may exacerbate downstream overflow. If CITY receives a claim from, or has a lawsuit filed against it by, a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportionate share of the damages its Project caused to CITY.

4.14 Meter Fees. Prior to any final map, OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference, the 2019 AMR fee is \$216 per meter.

4.15 Conversion of Drainage Ditch. OWNER shall construct a storm drainpipe system to replace the ditch between SR 113 and Matmor Road to a piped system.

4.16 SR113 and 25A Interchange. OWNER acknowledges that the interim upgrade of the State Route 113 ("SR 113") and County Road 25A interchange in accordance with the Spring Lake EIR is a Spring Lake responsibility. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and 25A interchange. OWNER further accepts and supports that there may be changes to the SLIF and the per unit set aside amount for the payment of Spring Lake Infrastructure Fees due to the SR 113 and 25A interchange project.

4.17 Homeowners Association. Prior to approval of the first final map, OWNER agrees to form a Home Owners Association (HOA). OWNER agrees that the HOA's governing documents shall include requirements addressing, among other things, ownership, operation, and maintenance of onsite streets, lighting, landscaping, and storm drain. On site streets shall be privately owned and maintained by the HOA.

4.18 Garage Parking Requirement. The HOA's governing documents shall also include rules requiring garages to be free of clutter and accessible for the parking of two vehicles as well as the use and allocation of on-site outside parking spaces. First and second vehicles of a household shall park in the household's garage. Outside onsite parking spaces shall not be used for regular parking of household vehicles except when two (2) household vehicles are already parked in a garage. Storage of RVs or boats shall be prohibited in outside onsite parking spaces. HOA rules shall require the Board to cooperate with the City in addressing neighborhood traffic complaints.

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

construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

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

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

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

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall

give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

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

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

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

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

7. DEFAULT AND REMEDIES.

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

OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

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

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

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

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

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

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

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure

such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

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

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

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

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study,

design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

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

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR

HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

Owner's Initials

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

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such

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

10. MISCELLANEOUS PROVISIONS.

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

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

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

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

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

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

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

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

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

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

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written

agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

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

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

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

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

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

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

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

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

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

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

OWNER

CALATLANTIC GROUP, INC., a
Delaware Corporation formerly Standard
Pacific Corp., Inc, a Delaware Corporation

By: _____

Its: _____

Dated: _____

CITY

CITY OF WOODLAND, a California
municipal corporation

By: _____

Ken Hiatt

City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

)

)

)

On _____, before me, _____

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

Notary Public

[SEAL]

)

)

)

On _____, before me, _____

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

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

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

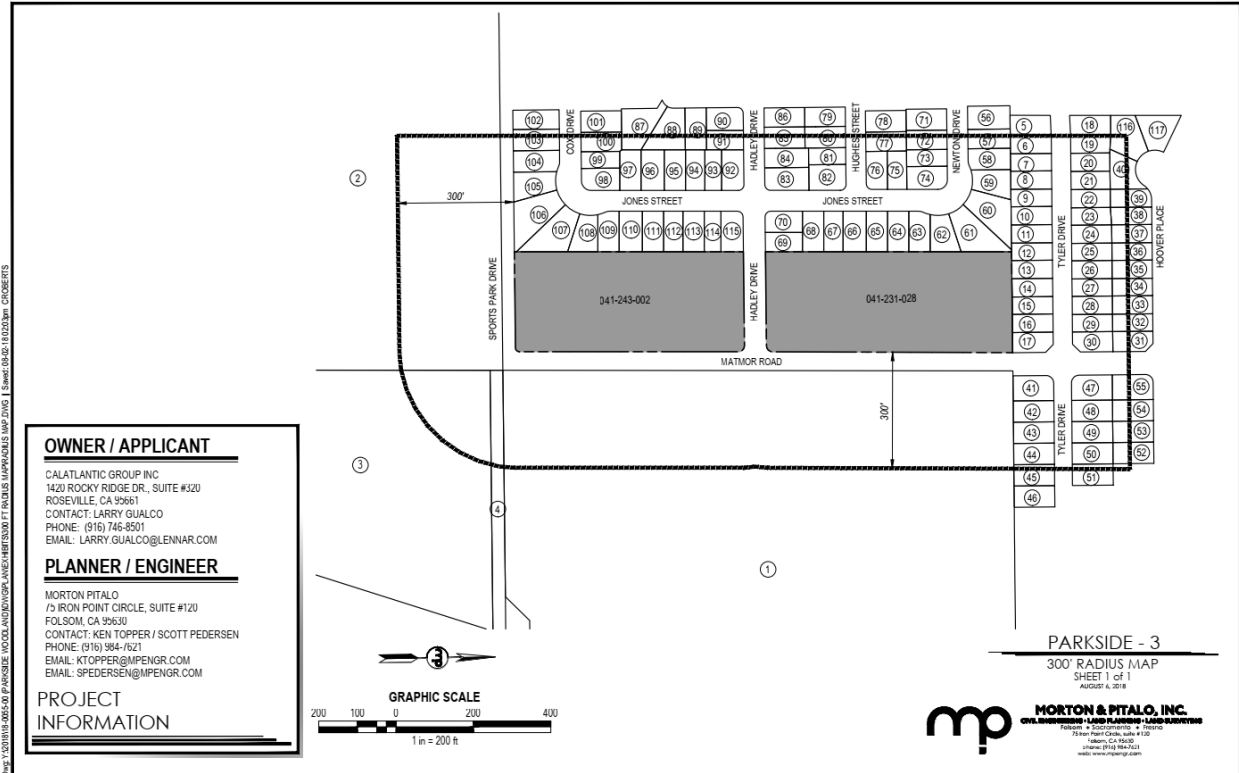
LOTS 163 AND 164 AS SHOWN ON THE MAP ENTITLED "SUBDIVISION MAP NO. 4675, PARKSIDE AT SPRING LAKE", FILED FOR RECORD APRIL 19, 2011 IN BOOK 2011 OF MAPS, AT PAGES 13 THROUGH 21, FILED IN THE OFFICE OF THE COUNTY RECORDER, YOLO COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS SITUATE IN ON OR UNDER THE ABOVE DESCRIBED PROPERTY, AS RESERVED IN DEEDS RECORDED DECEMBER 30, 1985 TO YOLO PETROLEUM INC., IN BOOK 1744 OF OFFICIAL RECORDS AT PAGES 635 AND 644 YOLO COUNTY RECORDS.

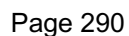
EXCEPT FROM SAID EXCEPTION ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS LYING FROM THE SURFACE TO A DEPTH OF 500 FEET WITHOUT RIGHT OF SURFACE ENTRY BY DEEDS RECORDED AUGUST 3, 1987 IN BOOK 1879 OF OFFICIAL RECORDS, AT PAGES 332 AND 334 YOLO COUNTY RECORDS.

APN: **041-231-028-000 (Lot 164) and 041-002-000 (Lot 163)**

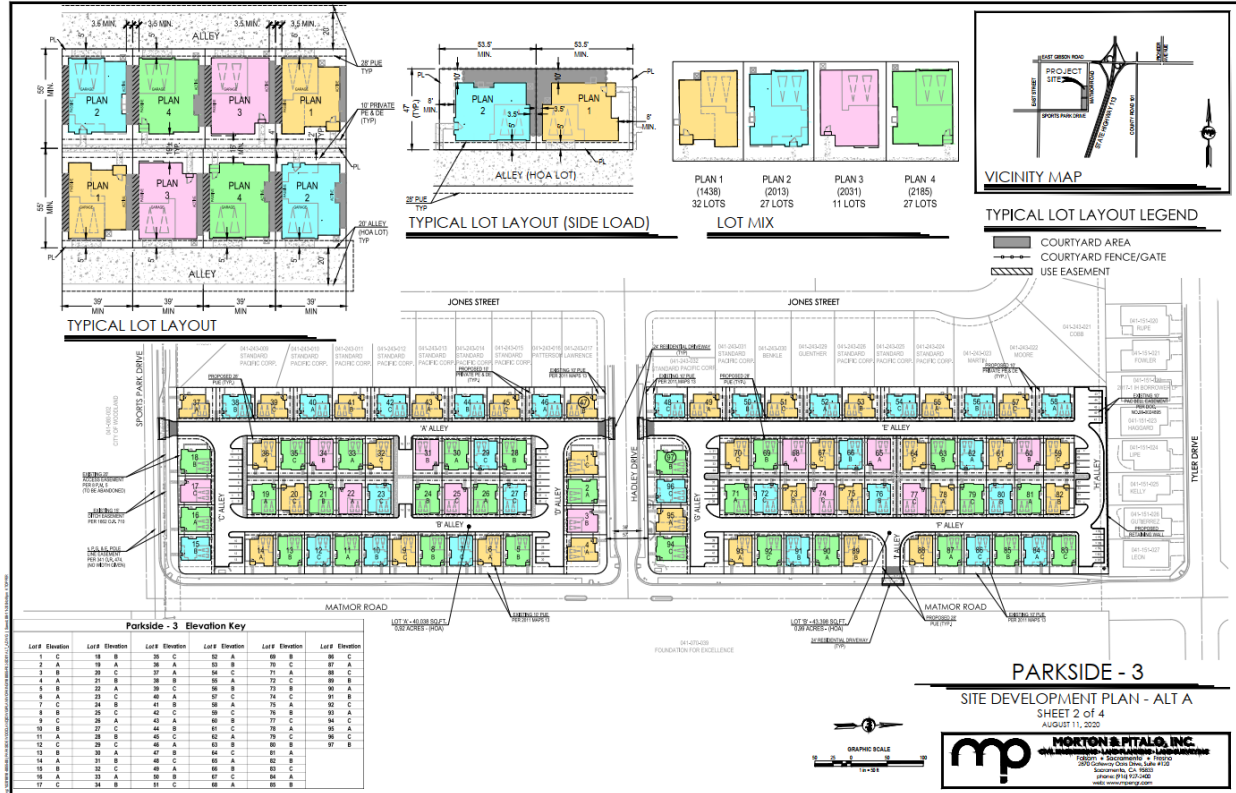
EXHIBIT "B"
Map of the Property
Parkside 3: (APN:041-231-028 and 041-243-002)



Parkside 3 Tentative Subdivision Map #5155 Alternate "A", dated August 11, 2020



Parkside 3 Site Development Plan – Alternate A, dated August 11, 2020



Parkside 3 Preliminary Landscape Plan

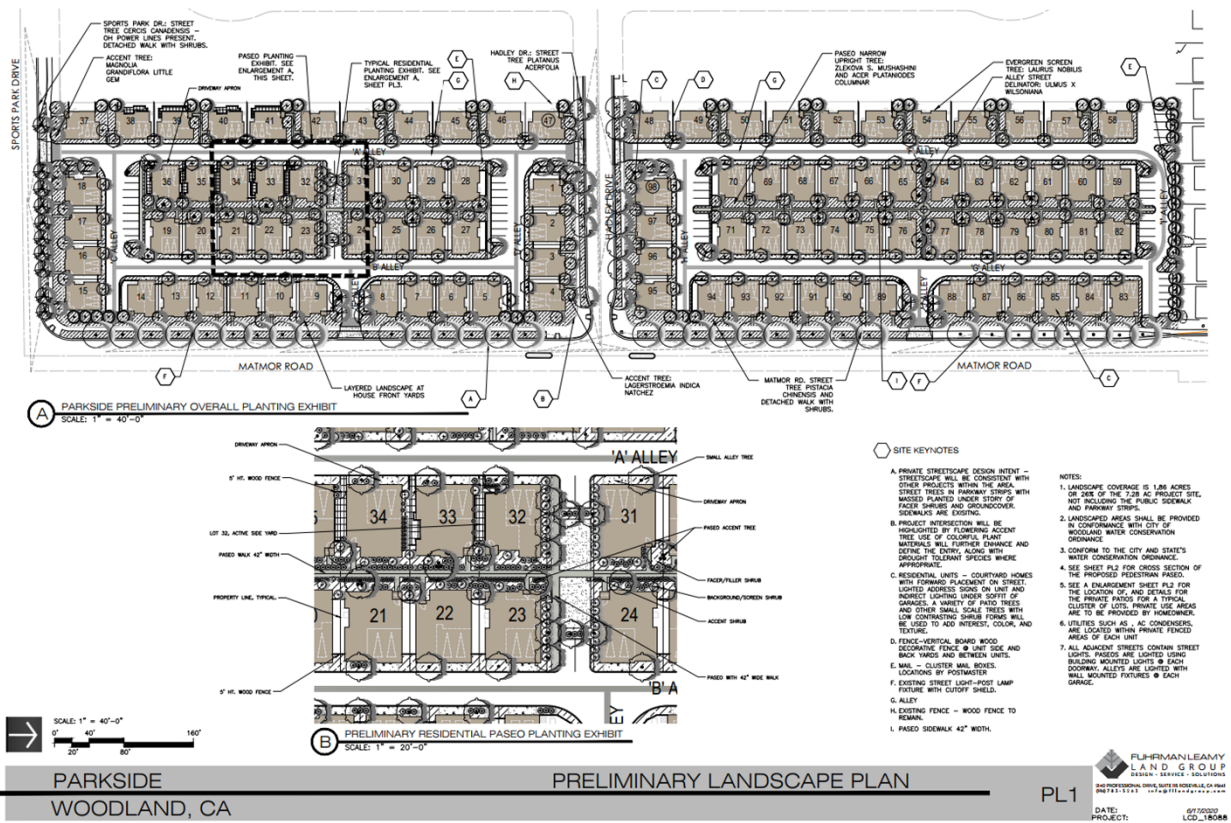


EXHIBIT “D”
Parkside 3 Planned Development Standards

DA Attachment	
Development Standards for Parkside 3	
	Single Family
Lot Size (minimum)	
Area	2,000 sq. ft.
Width	39ft.
Permitted Density (maximum per lot)	
Residential Density	1 dwelling
Setbacks (minimum) ¹	
Front (Paseo)	8ft. min. from PL
Front (Public Road)	10ft. min. from PL and/or back-of-walk
Side:	3.5 ft. min. from PL
Rear (Perimeter)	10ft. min. from PL
Rear (Garage Door)	5 ft. min. driveway depth
Coverage (maximum)	
Lot Coverage	65%
Height (maximum)	
Height	32'
Parking (Minimum)	2 per Dwelling
Supplemental Design Standards	
1. Front Yard Stagger	None required
3. Two-story unit mix	No limit
4. Separation Between Second Story Elements	A minimum of 7 feet shall be provided between second story elements of adjacent two-story dwellings ²
5. Building Exterior	Architectural treatment shall be applied to all elevations of buildings as identified in Design Review booklet.

Notes:

(1) Steps may encroach into setback

(2) Second Story Elements such as but not limited to eaves and cornices may encroach up to 1' into a required setback provided adequate access/emergency egress paths are maintained.

EXHIBIT “E”

(Conditions of Approval)

Attachment 6B to the September 1, 2020 City Council Staff Report

EXHIBIT “F”
(Project Fees)

CITY may in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District. This project is considered multi-family for purpose of calculating Spring Lake fees and single family for the purpose of calculating citywide Development Impact Fees, except as noted (*) below.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2020 but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees are subject to annual CCI.

Development Impact Fee	SL SFD (Single Family Dwelling)	SL MFU (Multi-family Unit)*
General City	868	652
Fire	2,941	1,764
Library	543	406
Police	710	532
Wastewater	6,498	4,873
Water	4,949	3,712
Parks & Recreational Facilities	4,408	3,306
Roads	8,562	3,509
MPFP Admin Fee (.75%)	220	141
Storm Drainage Facilities	Included in SLIF	Included in SLIF
Subtotal	29,699	18,895

*Units under 1,450 square feet shall be charged at the Multi-Family (MFU) rate

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

- SLIF fees for SFD \$48,687 and MF \$32,133 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$540 for MFU
- Public transit capital fee of \$216 for the construction of transit capital improvements
- Public transit operations fee of \$36 for MFU
- Fiscal Deficit mitigation fees of \$1050 for MFU
- The Project’s prorated share of the Habitat Monitoring and Farming Education Fees \$40
- Offsite Affordable fee – no charge as a MF project

General purpose fee (see Development Agreement Section 4.9) of \$2,000 per building permit, for 97 units, for a total obligation of \$194,000 payable in one lump sum amount at first building permit (excluding model homes).

Affordable housing in-lieu fee (see Development Agreement Section 4.8) of \$6,000 per unit, for 97 units, for a total obligation of \$582,000 that will be due and payable in one lump sum amount no later than 45-days after the second reading of the Development Agreement Ordinance.

EXHIBIT E TO THE DEVELOPMENT AGREEMENT
PROJECT CONDITIONS OF APPROVAL
v. 8.24.2020

DRAFT CONDITIONS:

GENERAL CONDITIONS

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the September 1, 2020 City Council staff report, as approved by City Council, for the Parkside 3 project as proposed by the applicant Cal Atlantic Group, Inc/Lennar Homes, except as modified by these conditions of approval. The Project approval includes a General Plan and Specific Plan Amendment, Planned Development Plan for the small lot product, Tentative Map, and Development Agreement (As modified via Alternate A submitted on August 11, 2020).
2. Development Agreement. The Development Agreement between the City of Woodland and Lennar Homes of California, Inc, a California corporation, as approved by City Council at a first reading on September 1, 2020, are fully enforceable.
3. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
4. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
5. School Disclosure. The applicant shall include a disclosure statement on deeds for final lots the existence of the existing school facility located east of the project site and range of activities that occur at the facility.
6. Informing Agencies & Subcontractors. Secure approval and satisfy requirements of all agencies of jurisdiction. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained

by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

7. Construction Impact Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
8. Home Owners Association (HOA) Formation Documents and Conditions, Covenants and Restrictions (CC & Rs). Prior to approval of the first final map submit, three (3) copies of the Homeowners Association CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - a. Recreational vehicle parking is prohibited.
 - b. Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - c. Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - d. The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
 - e. Maintenance of privately owned streets, street lights, and storm drainage.
9. Landscape Maintenance Agreement. The applicant/HOA shall enter into a recorded landscape maintenance agreement with the City of Woodland. The landscape maintenance agreement shall run with the property. The landscape maintenance agreement shall provide for the continual maintenance of the property in a neat and tidy manner, landscape maintenance and replenishment of plants. A copy of the recorded landscape maintenance agreement shall be provided to the Planning Division to be kept on file prior to Certificate of Occupancy.
10. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

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

11. Affordable Housing. The project is responsible for providing 10 very low-income and 10 low-income units. The applicant will pay fees in lieu of constructing the on-site affordable housing consistent with Development Agreement Section 4.8.
12. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
13. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
14. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
15. Building Unit Allocations (BUA) s. With the exception of affordable housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

FINANCE DEPARTMENT

16. SLIF Shortfall No shortfall fee will be required if at least 96 units are built.

17. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
18. SL Community Facilities District 2004-1. OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

COMMUNITY DEVELOPMENT

19. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
20. Design Review. The site shall be developed and maintained in accordance with the approved plans, which include architectural elevations, exterior materials and colors, conceptual landscape, site and floor plans. Should there be a change in the plans, the change shall be described and provided in writing to be evaluated by the Community Development Director to determine general consistency with the Spring Lake Specific Plan Design Standards and Planned Development Standards. All exterior changes beyond those stated in the original approval will require staff level design review.
21. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.
22. Final Plan Set. Prior to the issuance of building permits, the applicant shall include a Final Plan Set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s). All plans, including site, grading, civil, mechanical, street improvement, landscaping, and architectural elevations shall be coordinated for consistency prior to issuance of permits.
23. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 of the Spring Lake Specific Plan and the approved Planned Development Overlay standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.
24. Driveway Entrances. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrances as generally depicted in the Design Review plans.

25. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP). The project will meet all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.
26. Photovoltaic Panels. At minimum, each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
27. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
28. Trash and Recycling Container Storage. Areas shall be provided for designated storage of trash and recycling containers in compliance with Spring Lake Design Standard 2.8. Such areas shall be located adjacent to the house and screened from view of the streets. Information shall be verified prior to issuance of building permits.
29. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - a. Locations, size and quantity of all plant materials.
 - b. A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - c. Location of all pavements, fencing, wheel stops or curbs, buildings, structures, light poles, property lines and other pertinent site plan features.
 - d. Location of utilities in relation to on site planting and street trees.
 - e. Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.

- f. Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, and the methodology to preserve existing adjacent trees during construction of new footings shall be provided on plans consistent with the Arborist report prepared by Sierra Nevada Arborists.
 - g. Any trees for removal and identified as heritage, specimen, or landmark under City code shall be mitigated for per City requirement.
 - h. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
30. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
31. Shade Tree Planting. Shade trees shall be planted such that 40 percent of the uncovered stalls will be in shade at noon at landscape maturity. Planters containing trees shall not be less than four feet in width and shall be protected by wheel stops or curbs.
32. Arborist Report Compliance. An arborist shall be on site to observe grading activities along the north property boundary to ensure minimal impact to trees/root systems. The applicant shall work with adjacent property owners to the north of the project site with regard to protection, preservation of the existing trees identified in the arborist report prepared on March 10, 2019 by Sierra Nevada Arborists. All measures shall be identified on the grading plan (Municipal Code Section 12.48.090).
33. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.
34. Street Tree Master Plan. A Final Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Approved Street Tree list and shall be reviewed and approved by the Community Development Department and the City's Community Services Department, Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection. Trees shall be a minimum of 15-gallons in size. A minimum of two alternate species shall be provided per street. It is recommended that the Chinese Fringe Tree be incorporated into the plan along Sports Park Drive.
35. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to ensure that each lot can maintain one street tree without conflict. Coordination in the placement of all utilities in relation to street trees shall be required. A Plan set illustrating tree and utility placement will be required prior to issuance of building permits and shall be coordinated with the Street Tree Master Plan

36. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought –tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping). Due to the unique nature of the housing product and site conditions, minor modification may be permitted subject to review and approval of the Community Development Department
37. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
38. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed.
39. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a semi-transparent or opaque water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
40. Fencing Plan. Prior to issuance of building permits submit a final fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, interconnecting walkways and paths and accent fencing.
41. North Property Wall. The existing fencing along the north boundary of the project shall be replaced with a combined retaining and wood fence that will be a minimum of six-feet in height, on either side as measured from the finished pad elevation. The location and design of the fence shall be shown on the Improvement Plans for the project. The design shall be approved by the Community Development Department prior to approval of Improvement Plans. OWNER shall work with the adjacent property owners to obtain necessary permission to remove the existing fencing and install the new fencing.
42. Double Wall Treatment. Should OWNER be unable to obtain necessary rights of entry from property owners to remove the existing fencing and construct new fences in condition 41 above, OWNER shall propose new construction design for the City's approval that does

not need adjacent property owners' approval and minimizes a nuisance or hazard double wall condition.

43. **On-Site Parking.** Prior to approval of final map the applicant shall work with staff to reduce the number of compact guest parking spaces, particularly at the internal curve radius and increase the number of standard (9 x 19) size guest spaces. In no case shall the number parking spaces be reduced.
44. A light sand finish stucco texture shall be utilized on all homes and window trim (no lace texture).

MITIGATION MEASURES

45. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program including provided as Attachment A to the SLSP, as well as adherence to the Yolo HCP/NCCP, any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations. This includes a pre-construction and/or tree removal survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).
46. 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. norther 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 are valid only for the season when construction activity occurs.
47. 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-September 15). The 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.
48. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan
49. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report.
50. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-

emissions heavy-duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).

51. Mosquito Vector Control. Prior to each construction season, each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
52. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
53. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
54. Off-site Improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
55. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
56. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee **of \$50** (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

DEVELOPMENT ENGINEERING

Roadways

57. The applicant shall replace all cracked and broken sidewalk.
58. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.
59. The applicant shall replace/install City Standard ADA compliant curb ramps.
60. Entrances to project shall use city standard commercial driveways, at-grade roadway entrances will not be allowed.

61. Private Roadways/Alleys shall be constructed to City standard structural sections, with a minimum of 4” AC over 12” AB or as otherwise recommended by a certified soils report. Should there be a need for the City to maintain/repair public utilities requiring trenching through private alleys, such repair shall include surface restoration consistent with City standards.
62. If houses’ water and sewer services (laterals) cause multiple trenches into existing public streets owner shall overlay the street with 1.5” of AC and restripe.

Other Transportation Conditions

63. Prior to submittal of the first improvement plans for the tentative map area, the OWNER shall submit, for approval of the City Engineer, a traffic-calming plan to address cut-through traffic on residential streets. The City envisions traffic calming measures such as speed humps (a total of 5 between the Washington/Tyler and Reno/Cox/Jones/Hadley corridors) and a traffic circle at the intersection of Marston and Tyler. Traffic circles shall not require landscaping or water service.

Easements and Right of Way

64. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
65. A ten (10) foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
66. Final map shall dedicate easements to allow connection of sewer, water, storm drain facilities across parcels and vehicular and pedestrian access, so that each parcel may attach to the public system. Easements may be dedicated through one of the following mechanisms:
 - a. A legally binding CC&R document, reviewed and approved by the City and recorded on the title of the land;
 - b. Prior to approval of the final map the applicant shall enter into an Agreement for Conveyance of Easements and record it against the property. The map shall reference the agreement; or
 - c. A statement on the map as follows “We hereby reserve easements for reciprocal private access, drainage, utilities, and maintenance, on, over, and across Parcels ___ and ___ these easements shall bind and insure to the benefit of the heirs, administrators, executors, and successors of the grantors and are for the benefit of each of Parcels so described.”

Landscaping

67. Public landscape areas shall be defined as all parkstrips (between back of curb and sidewalk) along the public streets (Sports Park Drive, Matmor Road, and Hadley Drive. Public landscape areas are included in the Spring Lake Lighting and Landscape District for irrigation and maintenance. Onsite landscaping (behind back of public sidewalk) shall be privately owned, irrigated, and maintained by the HOA.
68. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed per City standard specifications. Design of publicly owned irrigation facilities shall minimize the required metered connections to public mains. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

Wastewater and Sewer Collection System

69. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
70. Sewer facilities throughout the project shall be publicly owned and maintained up to and including the service cleanouts. All publicly owned and maintained sewer facilities shall be within a public utility easement. Privately owned sewers shall be designed to City standards.
71. Sewer Mains shall be 8" in diameter and constructed to public/City standards.
72. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral and clean out required for each parcel, in accordance with City of Woodland standards.
73. 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.
74. Abandon all unused stubs to the property per city standards.
75. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

Storm Water

76. A 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 or retention facilities, 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.

- a. The Drainage study shall use most current rainfall data at the time of preparation of grading plans.
 - b. The drainage study shall assume that the “Prudler” project is developed.
 - c. Note this study may show the need to increase the pad heights on that are shown on the preliminary grading plan.
77. The Applicant is required to construct a storm drain pipe system to replace the ditch between SR 113 and Matmor Road within the City’s drainage easement, including connecting all private drainage connections for the Property. This improvement shall be included in the project improvement plans and shall be constructed with project improvements. This improvement shall be included in the public improvement bonds at final map. These improvements are SLIF covered improvements and eligible for SLIF reimbursement.
78. Storm drain systems shall be private and the responsibility of the HOA. Private ownership and maintenance responsibilities shall terminate at the first connection point (manhole or inlet) to the City’s system within a public street. Privately owned lines shall be constructed to City standards. (Note connection day lighting at the driveway is not possible or permitted, connections will need to be at a manhole in the street.).
79. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only, final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.
80. Abandon all unused stubs to the property per city standards.

Storm Water Quality Control

81. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP’s to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP approved by the City Engineer.
82. Prior to Building Permit Owner shall submit post construction work sheet in accordance with Appendix 8 of the City’s Post Construction Standards Manual; to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards. These calculations will be necessary to determine the final sizing of the proposed bioretention planters
83. OWNER may reference the City’s Post Construction Standards Manual on the web.

<http://www.cityofwoodland.org/gov/depts/cd/divisions/engineering/development/h2oquality.asp>

84. Owner shall enter into a Stormwater Treatment Measure Access and Maintenance Agreement prior to final map.

Water Infrastructure

85. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
86. Water meters shall be owned and maintained by the City. Water meters shall not be located in driveways; unless specifically and individually approved by the City Engineer.
87. . Water mains, water laterals, and water meters throughout the project shall be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities shall be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities shall be constructed in accordance with City Standards.
88. City approved backflow devices shall be installed by owner between the public water mains and the onsite private system. Backflow devices shall be installed by Owner at or near the property lines.
89. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
90. 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.
91. Abandon all unused stubs to the property per city standards.
92. Connect ends of onsite water mains through to Matmor Road and Sports Park Drive water mains.
93. The project shall have a separate metered water service that is solely for the landscape irrigation system.

Grading

94. 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.

95. The Tentative map Preliminary Grading plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations, 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.
96. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Fees

97. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
98. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
99. Owner shall pay applicable Development Impact Fees, all fees identified in the Development Agreement, or connection fees in effect at the time of building permit issuance.

General Conditions

100. Other than on-site street width, all civil improvements for water, sewer, storm, electrical, roadway sections, markings, and appurtenances shall conform to City Standards.
101. Prior to final map the applicant shall submit and have approved, a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the Community Development Department.
102. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
103. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
104. 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.

105. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
106. Public improvements (within public right-of-way) in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, and landscaping.
107. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
108. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
109. If conditions for the project require Owner to construct improvements which benefit parties other than Owner and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
110. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
111. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact the City's Environmental Resource Analyst, at (530) 661-2063 for more information.
112. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
113. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

BUILDING

114. This project must meet all criteria and mandates for these City Adopted codes or the most current code:
 - a. 2019 California Residential Code
 - b. 2019 California Building Code
 - c. 2019 California Plumbing Code
 - d. 2019 California Mechanical Code
 - e. 2019 California Electrical Code

- f. 2019 Building Energy Efficiency Standards
 - g. 2019 California Green Building Code
 - h. The Code of the City of Woodland
115. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
- a. Recycle plan is required at time of permit issuance along with a deposit.
 - b. Prior to any demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
116. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.\
117. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
118. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
119. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
120. Because this project is located in an area known to contain expansive soils and per Woodland General Plan Policy document, Part II, Policy 8.A.9, **“The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil.”** And per CBC 1808.6, footings or foundations for buildings founded on expansive soils shall be designed in accordance with CBC 1808.6.1 and for concrete slab-on ground foundations the design shall be in accord with CBC 1808.6.2 and PTI Standard Requirement for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WR/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California register Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6.

FIRE PREVENTION

121. Minimum turning radius for all fire apparatus access roads shall be minimum of 20’ inside, 40’ outside.
122. Fire apparatus access roads shall have an unobstructed width of 20 feet or 12 feet for divided roadways
123. Residential fire sprinklers shall be designed and installed per NFPA 13D
124. Fire hydrant fire flow and spacing shall be designed and installed per 2016 CFC



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: K.15
SUBJECT: Modification of Suspension of Transient Occupancy Tax Payments

Recommendation for Action: Staff recommends the City Council waive first reading and read by title only an ordinance Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.

Staff Contact

Ken Hiatt, City Manager (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact

The City receives between \$450,000 and \$580,000 per quarter in Transient Occupancy Tax (TOT); with lower occupancy rates experienced over the first (6) months of the year (January 2020-June 2020), the hoteliers collected approximately \$540,322 or roughly 52% amount of the previously anticipated amount of TOT. It is projected that through September 30th, the third reporting quarter for TOT, that the additional amount of occupancy tax to be collected to be roughly \$178,000. In total, it is estimated that roughly \$75,000 of the TOT collected will have been deferred by hoteliers through the end of the proposed deferral period.

Adoption of the proposed ordinance will have a short term fiscal impact on revenue to the general fund as deferred payments will be repaid over nine (9) months. However, the full amount of deferrals will be reimbursed by June 30, 2021 and therefore fully accounted for within the current Fiscal Year.

Background

On March 17, the City of Woodland passed a Resolution declaring a Local State of Emergency. This action allows the City to access Federal and State resources and be more responsive in our decision making process to respond to the rapidly evolving events.

The City took several actions to assist businesses impacted by the pandemic including the adoption of an urgency ordinance on March 24, 2020 suspending two provisions of the Municipal Code allowing hotel operators in Woodland to defer making transient occupancy payments to the City until after the termination of the local emergency caused by COVID-19 but requiring that such taxes continue to be collected.

Discussion

Since the state of emergency was declared in March, local hotels have seen declines of 60-70% in business and have struggled to generate enough business to avoid laying off employees and keep hotels open. In order to assist hotels through this time, the City approved Urgency Ordinance No. 1659 suspending two provisions of the Municipal Code concerning the imposition of fines and penalties for delinquent TOT payments to the City and the related enforcement mechanisms when hotel operators are delinquent in making payments to the City. The urgency ordinance allowed for such deferral through the end of the quarter following termination of the local emergency.

To date, hoteliers have collected and deferred approximately \$50,000 in TOT payments to the City. This action has successfully supported the hoteliers' ability to remain operational, providing much needed local employment as well as accommodations for business and first responders during this challenging time. While hotel occupancy levels have improved, they remain substantially below normal levels (40-50% of average

occupancy levels).

As the lifting of the local and statewide emergency declarations is very uncertain at this time, and the deferral has helped to stabilize the hotels in Woodland, staff solicited feedback from the hoteliers as to whether they would support terminating the fee deferral effective September 30, 2020. The hoteliers expressed appreciation for the City's proactive support demonstrated through the deferral and felt comfortable with "sun-setting" it as proposed. They did request consideration to allow the deferred TOT to be repaid over time to avoid a large lump sum to be due in October. Given the protracted economic recovery, staff is recommending the deferred TOT be allowed to be paid back over nine months, with the full amount to be paid back by June 30, 2021 to coincide with the end of the current fiscal year.

The proposed ordinance would replace and modify the urgency ordinance adopted on March 24, 2020 (Ordinance No.1659) and would automatically terminate on and after July 1, 2021.

Conclusion: Staff recommends the City Council waive first reading and read by title only an ordinance Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.



Ken Hiatt
City Manager

Attachments:

1. COVID-19-HotelTOT Repayment Ordinance-c1

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND MODIFYING AND SUPERSEDING ORDINANCE NO. 1659
CONCERNING THE TEMPORARY SUSPENSION OF SECTIONS 3.12.080
AND 3.12.090 OF THE CITY OF WOODLAND MUNICIPAL CODE
RELATED TO PAYMENT OF THE CITY'S TRANSIENT OCCUPANCY
TAX**

WHEREAS, the City Council of the City of Woodland on March 17, 2020 declared a local emergency due to COVID-19, a contagious virus with no known cure that has become a global pandemic; and

WHEREAS, the City Council's action followed the Governor of the State of California declaring a state of emergency on March 4, 2020, the Yolo County Board of Supervisors ratifying a local and public health emergency on March 10, 2020, and the President of the United States declaring a national emergency on March 13, 2020; and

WHEREAS, the City Council adopted Urgency Ordinance No. 1659 on March 24, 2020, which permitted hotel operators in the City of Woodland to defer making transient occupancy tax payments to the City until cessation of the local emergency caused by COVID-19 but requiring that such taxes continue to be collected; and

WHEREAS, hotels in the City are subject to Chapter 3.12 of the City of Woodland Municipal Code, which requires hotel operators to collect from hotel guests a 10% occupancy tax, referred to as the transient occupancy tax, which is then remitted to the City on at least a quarterly basis although some hotel operators remit payment on a monthly basis; and

WHEREAS, while the local emergency has not been terminated by the City Council, and likely will not be terminated in the near future, hotel operators in the City of Woodland have indicated that they are agreeable to resuming their required payments for hotel visits from and after October 2020 and that they are agreeable to a repayment process for the deferred amounts that resumes in October 2020; and

WHEREAS, hotel operators are also agreeable to making minimum monthly payments for transient occupancy taxes owed to the City from March through September 30, 2020 ("Deferred Taxes"), provided that the entirety of the Deferred Taxes shall be paid in full no later than June 30, 2021; and

WHEREAS, the City Council finds that it is vital to both assist the hotels in the City to remain open and viable businesses so that visitors can stay in hotels during this period of local emergency and to ensure that the City collects the transient occupancy tax owed to the City as it is an important source of revenue to the City; and

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and powers afforded to the City in time of national, state, county, and local emergency during an unprecedented

health pandemic, such powers being afforded by the State Constitution, State Law, and Chapter 13.52 of the Woodland Municipal Code to protect the peace, health, and safety of the public.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Woodland as follows:

Section 1. Except as provided in Section 3 below, Section 3.12.080 of the City of Woodland Municipal Code concerning penalties for failure to remit the transient occupancy tax when due is hereby suspended for all Deferred Taxes until June 30, 2021.

Section 2. Except as provided in Section 3 below, Section 3.12.090 of the City of Woodland Municipal Code requiring the Tax Administrator to take certain actions when an operator fails to remit the transient occupancy tax collected, including the assessment of penalties and interest, sending notice to the operator, and allowing the operator to have a hearing, is hereby suspended for all Deferred Taxes due to the City of Woodland until June 30, 2021.

Section 3. The effect of the City Council's continued suspension of Sections 3.12.080 and 3.12.090 until June 30, 2021 for the Deferred Taxes is to permit hotel operators to make payments to the City until June 30, 2021. However, each hotel operator must pay to the City a monthly pro rata share of the Deferred Taxes between October 2020 and June 30 2021. In other words, each hotel operator must remit to the City by the fifth day of each month between October 2020 and June 30, 2021 at least one-ninth of the Deferred Taxes until the Deferred Taxes are paid in full. Any hotel operator desiring to pay more than such monthly amount, including paying the full amount of Deferred Taxes owed, may do so at any time. If a hotel operator does not make such monthly payment, the City may impose any applicable penalty or interest set forth in Section 3.12.080 or 3.12.090 with respect to the monthly amount owed, despite the suspension of such provisions in Sections 1 and 2 above.

Section 4. Nothing in this Ordinance shall relieve an operator from collecting from transients the amounts required to be collected, as specified in Section 3.12.030 of the City of Woodland Municipal Code. This Ordinance also does not relieve any operator from its obligation to remit to the City the transient occupancy tax collected. Additionally, all provisions of the City of Woodland Municipal Code will apply to all payments collected and remitted to the City of Woodland for transient stays from and after October 1, 2020.

Section 5. Each operator that collects, or has collected, transient occupancy tax shall continue to be required to comply with Section 3.12.070 of the City of Woodland Municipal Code requiring an operator to report to the City's Tax Administrator the total rents charged and received and the amount of tax collected for transient occupancies.

Section 6. If any provision of this Ordinance, or the application thereof, to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted Ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption. Upon the effective date of this Ordinance, Ordinance Number 1659 shall immediately terminate and be of no further force and effect.

Section 8. This Ordinance shall automatically terminate and shall have no force and effect from and after July 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the ____ day of September, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 1, 2020
ITEM #: K.16
SUBJECT: Designate Delegate for the League of California Cities Annual Conference & Expo

Recommendation for Action: Staff recommends that the City Council designate a voting delegate to represent the City at the League of California Cities Annual Conference & Expo - October 7 - 9, 2020.

Staff Contact

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

Background:

The City Council is asked to designate a Council Member to represent the City as voting delegate at the League of California Cities Conference & Expo. This Conference affords Woodland the opportunity to vote on resolutions of importance to cities.

Each year the Council is asked by the League of California Cities to designate a voting delegate and an alternate to cast the City's vote at the general business session of the League's annual conference. Each City regardless of size has one vote at the business session where resolutions on a variety of topics are presented for action. Adopted resolutions become the League program of action for the coming year and in many instances result in legislation being introduced. The designation will be forwarded to the League.

Discussion:

It is important for the City to remain active and engaged in the League of California Cities and designate a Council Member to act on behalf of the City at the annual conference. The League will be involved in several critical issues affecting California cities this year, including the State budget, the pension reform and various issues associated with public safety and infrastructure. The designated representative will be asked to vote on League resolutions that will form the legislative platform for these issues and many others that will impact California cities.

Conclusion:

Staff recommends that the City Council designate a voting delegate to represent the City at the League of California Cities Annual Conference & Expo - October 7 - 9, 2020.

Prepared by: Ana B. Gonzalez, City Clerk


Ken Hiatt
City Manager

Attachments:

1. LofCC Designation of Voting Delegates and Alternates

Council Action Advised by August 31, 2020
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June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date: _____ Phone: _____

(circle one)

(signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
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Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.