



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

March 2, 2021
6:00 PM

CITY COUNCIL

PLEASE NOTE: The March 2, 2021 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

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL** - Existing Litigation (Gov't Code § 54956.9(d)(1))
City of Woodland v. Mark D. Milton & Victoria M. Martucci, et al., Yolo County Superior Court, Case No. ED 16-557

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: Youth Empowerment Presentation**

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from Jesse Salinas, Assessor/Clerk-Recorder/Registrar of Voters regarding the Youth Empowerment Program.

I. CONSENT CALENDAR

4. SUBJECT: Parks & Recreation Commission Meeting Minutes for January 25, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the January 25, 2021 Parks & Recreation Commission Meeting Minutes.

5. SUBJECT: Revision to Council Assignments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Tania Garcia-Cadena as a primary member to the Chamber 2x2 and Library 2x2.

6. SUBJECT: Appointment to Sustainability Advisory Committee

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Adelita Serena to the Sustainability Advisory Committee

7. SUBJECT: Final Acceptance and Notice of Completion for Water Pollution Control Facility (WPCF) Clarifier No. 3 Mechanism Replacement, CIP #20-11

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, accepting the Water Pollution Control Facility (WPCF) Clarifier No. 3 Mechanism Replacement, CIP #20-11, as complete and authorizing the City Clerk to file a Notice of Completion.

J. PUBLIC HEARINGS

8. SUBJECT: Merritt Ranch Development Agreement Rescindment and Reassignment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take action on the following 1) Conduct a public hearing; 2) Introduce and waive first reading of Ordinance No. _____ rescinding the previous ordinance No. 1648 approving Development Agreement No. 19-01 with Darkhorse Estates, LLC (authorized applicants); 3) Introduce and waive the first reading of Ordinance No. _____, approving a Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (owner), to develop the Merritt Ranch property located within the Spring Lake Specific Plan Area.

K. REPORTS OF THE CITY MANAGER

9. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

10. SUBJECT: Agreement between City and Yuba Community College District for Woodland Promise Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize the Mayor to execute an agreement with Yuba Community College District, by and through its college Woodland Community College, to allocate funds for the Woodland Promise Program.

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, March 2, 2021 was posted on Wednesday, February 24, 2021 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

In order to minimize the spread of the COVID-19 virus, the City of Woodland is providing multiple alternatives to viewing City Council meetings and providing comments on items on the agenda. These alternatives allow the City to adhere to social distancing requirements, follow the Governor's Executive Order N-29-20 (which suspends certain requirements of the Brown Act), and provide a way for the public to provide public comment live during the meeting.

VIEWING MEETINGS ONLINE

You are able to view meetings online here: <https://www.cityofwoodland.org/meetings>

Click on the meeting to view the video. It will say LIVE next to the meeting.

SUBMITTING COMMENTS BY E-MAIL

If you wish to make a comment during general public comment or on a specific agenda item, please submit your comment via email to CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Emails 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.

SUBMITTING COMMENTS BY VOICE MAIL

If you wish to leave a voice mail message, please dial (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. Voice mail messages should be three (3) minutes in length.

VIRTUAL PARTICIPATION BY ZOOM VIDEO CONFERENCING

The City of Woodland is now offering the ability to view and participate in City Council meetings via video meetings and telephonic conferencing via "Zoom" video conferencing computer technology. Instructions for participating via Zoom are provided below.

How do I join the City Council meeting via Zoom Video Conferencing?

Please visit: <https://zoom.us/j/99759026181> from a smart phone or computer. You will be prompted to install the Zoom app on your smart phone or computer. From a computer there is an option to view the meeting within the browser without installing the app. You are now ready to join the meeting.

If you have previously installed the Zoom app, you can enter the following meeting ID to join the meeting: 997 5902 6181

I don't have a computer or smart phone; can I still use Zoom?

If you do not have a smart phone or computer to access the meeting via Zoom, no problem! You can participate on the phone.

Call 1-669-900-6833 (Toll Free) and enter meeting ID 997 5902 6181.

How can I provide Public Comment on Zoom?

The Mayor will request public comment during the Public Comment period on the agenda and during each Public Hearing and Regular Calendar Item. Once the Mayor has announced the public comment period, please do one of the following:

USING A COMPUTER OR SMART PHONE:

- Click on the “Raise Hand” feature in the webinar controls. This will notify City staff that you have raised your hand.
- City staff will unmute your microphone when it is your turn to provide public comment.
- A prompt will appear to confirm you would like to be unmuted and then you will have three (3) minutes to provide public comment.
- Once your public comment has ended, you will be muted again.

USING A REGULAR PHONE:

- Dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment.
- City staff will unmute your microphone when it is your turn to provide public comment.
- You will hear “you are unmuted” and then you will have three (3) minutes to provide public comment.
- Once your public comment has ended, you will be muted again.

I am having difficulties preparing for the meeting and learning Zoom, do you have any resources to help me?

Yes, please visit Zoom’s website support page on helpful tips to prepare for the meeting:

<https://support.zoom.us/hc/en-us/categories/201146643>

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: March 2, 2021
ITEM #: G.2
SUBJECT: Long Range Calendar



Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

MARCH 11TH

SPECIAL MEETING

Joint Meeting with Woodland Joint Unified School District Board of Trustees (6:00-7:30pm)

MARCH 16TH

REGULAR MEETING

Consent Calendar

City Council Priority Goals / Strategic Action Plan

Grant App. - Wildlife Conservation Board Pacific Flyway Conservation Grant – North Regional Pond Enhancement Project

Approve construct contract amendments for CIP #20-07, 2020 Water/Sewer Replacement Project

Accept Oyang North (SM #5091) Project as Complete

Approve SM Subdivision 5106, SL Central Phase 3, and associated Subdivision Improvement Agreement

Passenger Van for Use at Yolo Wayfarer Center's Emergency Shelter

Regular Calendar

Covid-19 Update

Authorize contract for the Permanent Supportive Housing Site Infrastructure Project, CIP #19-22

MOU with Friends of the Mission - Permanent Supportive Housing Site, CIP #19-22

Presentation by Advance Peace

Mayor / Mayor Pro Tem Rotation

City Council Goals / Strategic Action Plan (2021-2022)

APRIL 6TH

REGULAR MEETING

Spring Budget Workshop

Future Topics / Study Sessions:

TBD Research and Tech Park Check-In (May) Investment Policy Workshop Comprehensive Zoning Update Tree Ordinance Update Redistricting (September)		
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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: H.3
SUBJECT: Youth Empowerment Presentation

Recommendation for Action: Staff recommends that the City Council receive a presentation from Jesse Salinas, Assessor/Clerk-Recorder/Registrar of Voters regarding the Youth Empowerment Program.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: I.4
SUBJECT: Parks & Recreation Commission Meeting Minutes for January 25, 2021

Recommendation for Action: Staff recommends that the City Council receive the January 25, 2021 Parks & Recreation Commission Meeting Minutes.

Staff Contact:

Kris Bain, Community Services Program Manager, (530) 661-2002, krista.bain@cityofwoodland.org

Discussion:

The Parks & Recreation Commission held their last meeting on February 22, 2021. At this meeting the Parks & Recreation Commission approved the minutes from the January 25, 2021 Parks & Recreation Commission meeting.

Conclusion:

Staff recommends that the City Council receive the January 25, 2021 Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

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

Ken Hiatt
City Manager

Attachments:

1. Parks Rec Commission Minutes 01252021

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission –

Monday, January 25, 2021

6:30 PM

A. NOTICE

1. PLEASE NOTE: The January 25, 2021 Parks & Recreation 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 Parks & Recreation Commission 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 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) 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 Krista Bain at krista.bain@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. <https://zoom.us/j/97037739346> Or Dial: +1 669 900 6833 Meeting ID: 970 3773 9346

B. CALL TO ORDER

Meeting called to order at 6:32 PM

C. ROLL CALL

Council Members Present: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Absent:

Excused:

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Vice Chairperson Magalean Martin

E. PUBLIC COMMENT

None

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

Commissioner Jon-Paul Valcarenghi stated that he was invited to join the Woodland Recreation Foundation. Commissioner Jon-Paul Valcarenghi attended his first meeting.

Chairperson Rashid Ali participated on the CDBG review panel.

G. COMMITTEE REPORTS

2. Standing Committee Report

- Facilities Committee
- Program & Department Evaluation
- Budget & Finance Committee
- Urban Forest Committee
- Volunteerism Committee

No updates from the Standing Committees at this meeting.

H. CONSENT CALENDAR

3. Approve Minutes for November 23, 2020

On a motion by Commissioner Carla White-Snyder to accept the November 23, 2020 minutes as written, seconded by Vice Chairperson Magalean Martin and carried unanimously.

Ayes: Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Abstain: Chairperson Rashid Ali

I. OTHER BUSINESS

4. Commission Absence Requests

No absence requests at this meeting.

J. REPORT OF THE STAFF

5. Quarterly Report

Verbal updates provided by Staff.

6. Community Services Staff Report for January 25, 2021

Verbal updates provided by Staff.

K. NEXT MEETING

February 22, 2021

7. February 22, 2021

On a motion by Vice Chairperson Magalean Martin to adjourn at 7:15 p.m., seconded by Commissioner Carla White-Snyder and carried unanimously,

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent:

L. ADJOURN

Meeting adjourned at 07:15 PM.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: I.5
SUBJECT: Revision to Council Assignments

Recommendation for Action: Staff recommends that the City Council amend the attached City Council Assignments for 2020.

Staff Contact:

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

Discussion:

Due to the recent appointment of Tania Garcia-Cadena as District 3 Council Member, staff is recommending that the City Council assignments be revised by shifting one of the Chamber of Commerce 2x2 representatives from Mayor Tom Stallard to Council Member Tania Garcia-Cadena and Library 2x2 from Council Member Rich Lansburgh to Council Member Tania Garcia-Cadena.

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

Ken Hiatt
City Manager

Attachments:

1. Copy of Copy of Council Assignments 2020 revised 02_23_2021

CITY OF WOODLAND
CITY COUNCIL APPOINTMENTS - 2020
 REVISED 03/02/2021

INTER-JURISDICTIONAL BODIES	LANSBURGH (1)	STALLARD (2)	GARCIA- CADENA (3)	FERNANDEZ (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
LOCAL AGENCY FORMATION COMMISSION (LAFCO) ⁽¹⁾		P				4th Thursday	9:00 a.m.	LAFCO BOARD - Regular Seat 2019
SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)		P			A	3rd Thursday	9:00 a.m.	Legislative coordination & information provision of areas of interest to Cities in the region.
YOLO COUNTY TRANSPORTATION DISTRICT (YCTD)		P			A	2nd Monday	7:00 p.m.	Established in 1998 by State legislation. Administers countywide transit (YOLOBUS) system & related planning services.
YOLO COUNTY HOUSING AUTHORITY ⁽²⁾	P		A			4th Wednesday	3:00 p.m.	
YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT (YSAQMD)				P	A	2nd Wednesday	9:00 a.m.	Bi-county regional air quality district with County and City representatives.
WATER RESOURCES ASSOCIATION (WRA) / YOLO SUB-BASIN GROUNDWATER AGENCY (JPA)			A		P	5 x per yr as needed on Monday	3:00 p.m.	Discusses countywide water availability, quality & transfer issues; representatives from Cities, County, Water Agencies & other interested organizations. Groundwater Management Agency JPA
WOODLAND/DAVIS CLEAN WATER AGENCY (JPA)	P	P				3rd Thursday Quarterly	3:00 p.m.	
SAC / YOLO VECTOR CONTROL AND MOSQUITO ABATEMENT DISTRICT	S. Denny					3rd Tuesday	10:00 a.m.	Appointed by City Council to serve 4-year term through 2024.
YOLO COUNTY NATURAL COMMUNITIES CONSERVATION PLAN (JPA)				P	A	3rd Monday	5:30 p.m.	Joint Powers Board charged with preparation & implementation of a Natural Communities Conservation Plan to preserve habitat & open space.
YOLO ANIMAL SERVICES PLANNING AGENCY	A				p	Monthly (date varies) until Plan is approved.	varies	JPA established to develop a Strategic Plan for providing animal services countywide.
VALLEY CLEAN ENERGY ALLIANCE (JPA) BOARD		P	A		P	2nd Thursday	5:30 p.m.	Joint Powers Board charged with oversight of VCEA, Community Choice Aggregation program. Yolo County, Davis, Woodland.

LIAISON APPOINTMENTS	LANSBURGH (1)	STALLARD (2)	GARCIA- CADENA (3)	FERNANDEZ (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
YOLO COUNTY 2X2	P				P	4th Thursday	4:00 p.m.	Discusses issues of mutual interest & keep regular dialog.
WJUSD/WOODLAND COMM COLLEGE 3X2X2				P	P	2nd Wednesday	8:00 a.m.	Discusses issues of mutual interest with School Board and City Council Representatives.
CHAMBER OF COMMERCE 2X2			P	P		1st Friday Bi-Monthly	8:30 a.m.	Discusses issues of mutual interest & maintains regular dialog.
LIBRARY 2X2			P	P		On-call		
WOODLAND REC FOUNDATION 501(c)3	Davies - Community Member					4th Wednesday	5:30 p.m.	Non-Profit Board
LEAGUE OF CALIFORNIA CITIES - VOTING DELEGATE ⁽³⁾	Appointed annually prior to Annual Conference					League of Cities / Annual Conference		Beginning 1/1995, this is a League of California Cities program for regular communication between Cities & their State legislative. representatives.

STANDING COMMITTEES	LANSBURGH (1)	STALLARD (2)	GARCIA- CADENA (3)	FERNANDEZ (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
ECONOMIC DEVELOPMENT SUB-COMMITTEE		P			P	On-call		
INFRASTRUCTURE SUB-COMMITTEE		P			P	On-call		Meets to review Capital Plans & facilities & related subdivision infrastructure needs.
PUBLIC SAFETY SUB-COMMITTEE	P			P		On-call		
HOMELESS SUB-COMMITTEE	P		P			On-call		

AD HOC Sub-Committee								
COMMERCIAL CANNABIS SUB- COMMITTEE (PROP 64)			P		P	On-call		Completed Charge / Dissolve
COMMISSION APPOINTMENTS	Rotating					On-Call		Revisit pending Change in Commission Recruitment Process for 2019
PARKS & RECREATION FACILITY NEEDS ASSESSMENT SUB- COMMITTEE						On-Call		Consider Updated Scope / Charge

A ALTERNATE Designee - fill-in when Primary not available

a Alternate - available to assist with Liaison role / Information Sharing



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: I.6
SUBJECT: Appointment to Sustainability Advisory Committee

Recommendation for Action: Staff recommends that the City Council appoint Adelita Serena to the Sustainability Advisory Committee.

Discussion:

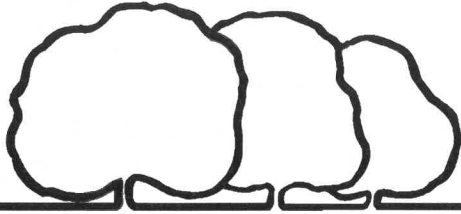
Mayor Stallard and Mayor Pro Tem Vega reviewed applications received for the Sustainability Advisory Committee. Based on their recommendation, staff is requesting that Adelita Serena be appointed to fill a vacancy on the Sustainability Advisory Committee.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. Serena_Adelita_redacted



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

**APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE**

Board/Commission/Committee applying for: Sustainability Advisory Committee

☒ **NEW APPOINTMENT**

☐ **RE-APPOINTMENT**

Name: Adelita Serena Address: _____

Home Phone Number: _____

Work/Cell Number: _____

E-Mail Address: _____

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. ☒ Yes ☐ No

Are you currently serving on a City Board or Commission? ☐ Yes ☒ No

If yes, please state which: Not Applicable

I have economic interests that may result in a conflict of interest. ☐ Yes ☒ No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee: _____

As a 20 year resident of Woodland, as a member of the Yolo Climate Emergency Coalition that recently advocated for and pushed the passing of the Climate Emergency Resolution for Yolo County, and most importantly as a mother of two teenage boys, I have a vested interest in strategies that address adapting to climate change to improve our community.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ☐ Yes ☒ No

Second Choice: *Choose*

Employment experience: _____

Mothers Out Front 2018-present- I am an organizer for the Capitol Region Team, which includes Sacramento and Yolo Counties. Former Director of Youth Programing for Empower Yolo, 2015-2018, Former Outreach Specialist for Yolo County Library, 2013-2015

Educational background and other training: _____

BS-Digital Film, AA Humanities WCC, High school diploma from Mount Toro High School

Organization and community activity experience: _____

I am a seasoned organizer, I am also the teacher for the local Aztec Dance group here in Woodland that was founded 10 years ago, our group has offered cultural presentations for many years here in Yolo County for many different community events.

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: _____

As a member of the Yolo Climate Emergency Coalition I have a met with and collaborated with the Yolo County Board of Supervisors to get the Climate Emergency Resolution passed, in addition our coalition will assist the county with outreach to assess and implement the resolution to reach our carbon negative goal of 2030.

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Melissa Moreno	2300 E. Gibson Rd. Woodland CA. 95776	(530) 400-0439
Josie Enriquez	175 Walnut St. Woodland CA. 95695	(530) 405-6044

Adelita Serena
Signature of Applicant

11/09/2020
Date

City Use: Received _____ Eligibility _____ Dispost ion _____

Notes: _____



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: I.7
SUBJECT: Final Acceptance and Notice of Completion for Water Pollution Control Facility (WPCF) Clarifier No. 3 Mechanism Replacement, CIP #20-11

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Water Pollution Control Facility (WPCF) Clarifier No. 3 Mechanism Replacement, CIP #20-11, as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The final construction cost for this project was \$1,589,286. The City Council authorized the reallocation of \$1,650,000 from the Water Pollution Asset Replacement Project, CIP #14-02, to fund this project by Resolution No. 7373 on November 19, 2019. Other items that make up the total project budget represented the amount allocated for contingencies and construction management/inspection. The project is funded from the Sewer Enterprise Fund. The project rehabilitated an existing facility within the WPCF and the operation and maintenance costs for the rehabilitated facility are expected to remain the same as the pre-project costs.

There is no fiscal impact to the City's General Fund.

Background:

City staff is continually reviewing the status/condition of assets at the City's WPCF that allow the facility to work as designed. Through this process, staff identified the WPCF Clarifier No. 3 Mechanism for replacement due to the metal corrosion, failure of the clarifier's drum drive, and other deficiencies. The existing Clarifier No. 3 was originally installed in 1998 and has been regularly maintained and has now been replaced. The replacement of this facility asset assures a functioning wastewater facility that is in compliance with all environmental and regulatory requirements.

Discussion:

The City Council made a sole source finding and authorized the City to enter into a contract with MISCO Water (Misco) by Resolution No. 7373 on November 19, 2019. Wastewater clarifiers are meticulously designed and any replacement parts must be specific to the clarifier facility that they will be installed within. In pursuit of treatment component compatibility throughout the WPCF, staff determined that the City would be best served by sole-sourcing the replacement of Clarifier No. 3 to the same manufacturer who sourced the clarifier in 1998. The clarifier manufacturer is WesTech Engineering and the only authorized representative of their clarifier products is Misco. The construction contract was signed on December 17, 2019 and the project was issued a Notice to Proceed date of May 26, 2020.

The project cost breakdown is as follows:

Construction Award Amount	\$ 1,551,743
Change Orders	\$ 37,543
CM/Inspection	\$ 13,181
Total Project Cost	\$ 1,602,467
Total Project Budget	\$ 1,650,000

The last of the on-site construction activities were completed on February 12, 2021.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, accepting the Water Pollution Control Facility (WPCF) Clarifier No. 3 Mechanism Replacement, CIP #20-11, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared By: Chris Fong, Senior Associate Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK
TO FILE A NOTICE OF COMPLETION FOR WATER POLLUTION CONTROL
FACILITY (WPCF) CLARIFIER NO. 3 MECHANISM REPLACEMENT
(CIP #20-11)**

WHEREAS, the City Council authorized the reallocation of \$1,650,000 from the Water Pollution Asset Replacement Project, CIP #14-02 to fund CIP #20-11 by Resolution No. 7373 on November 19, 2019; and

WHEREAS, the City Council awarded the construction contract in the amount of \$1,551,743 with a 5% contingency amount of \$77,587 to MISCO Water on November 19, 2019; and

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

Section 1. The City Council hereby accepts the WPCF Clarifier No. 3 Mechanism Replacement, CIP #20-11 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the WPCF Clarifier No. 3 Mechanism Replacement, CIP #20-11.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 2nd day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: J.8
SUBJECT: Merritt Ranch Development Agreement Rescindment and Reassignment

Recommendation for Action: Staff recommends that the City Council take action on the following 1) Conduct a public hearing; 2) Introduce and waive first reading of Ordinance No. _____, rescinding the previous ordinance No.1648 approving Development Agreement No. 19-01 with Darkhorse Estates, LLC (authorized applicants); 3) Introduce and waive the first reading of Ordinance No. _____, approving a Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (owner), to develop the Merritt Ranch property located within the Spring Lake Specific Plan Area (Attachment 4).

Staff Contact:

Megan Meier, Associate Planner, (530) 661-5814, megan.meier@cityofwoodland.org

Background:

On August 20, 2019, the City Council approved a Development Agreement (No.19-01) between Darkhorse Estates, LLC (authorized applicants) and the City of Woodland. The Development Agreement allowed for the approval of 159 lots on 23.6 acres of land in the Spring Lake development area. The property owner as documented in the Yolo County official records is The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (the “Owner”), who, authorized Darkhorse Estates, LLC to act on behalf of the property as the applicant and anticipated future owner of the property.

The City received notification on February 13, 2020 from the Owner, that as of January 1, 2020 Darkhorse Estates, LLC (authorized applicants) no longer had any interest in or legal authority to acquire the Merritt Ranch property (Merritt Ranch) and that all development rights that run with the land should be fully stated as solely the owner’s development rights. As a result, any entitlements associated with the Property, including those to be provided through the Development Agreement should extend to the owner.

The requested action will be to rescind the ordinance approving the Development Agreement with Darkhorse Estates, LLC, since they no longer have any interest in the property. Instead, the City would approve and enter into the same Development Agreement with the actual Owner of the Merritt Ranch property.

Staff Analysis:

The request before Council will not alter any portion of the original Tentative Subdivision Map #5160 entitlement already approved previously by Planning Commission on May 16, 2019 and Council on August 20, 2019.

Additionally, there is only one requested amendment to the Development Agreement to remove a date in section 4.5 that has already passed. The requested amendment to Section 4.5 of the Development Agreement is

as follows:

4.5 HCP/NCCP Pre-payment. CITY commits to pre-paying four (4) acres of the Project's estimated 24-acres of habitat mitigation fee obligation to the Yolo Habitat Conservancy on or before June 20, 2019. Payment on or before June 20, 2019 will result in payment of mitigation fees in the amount of Twelve Thousand Nine Hundred Fifty-Two Dollars (\$12,952) per acre. OWNER shall reimburse CITY for this payment (estimated at \$51,808) ~~by May 1, 2020 or~~ upon City Council approval of the first final map for the Project, ~~whichever occurs first~~. OWNER shall pay the Yolo Habitat Conservancy for the remaining approximate 20-acres of mitigation fee obligation as required at the time of grading permit issuance or site disturbance at the habitat mitigation fee amount in effect at the time of payment.

No other amendment is being requested to body of the DA other than changing the party entering into the Agreement to the legal owner as documented in the County's Official Records: The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust. The Development Agreement with Darkhorse Estates LLC does not need to be terminated, because that Agreement was never signed by the parties or recorded against the Property. Therefore, in order to move forward with a Development Agreement with the current owner, the City simply needs to rescind the ordinance approving that prior Development Agreement (No.19-01).

In order to carry out these actions, the City Council would introduce and subsequently adopt an ordinance rescinding the prior ordinance approving Development Agreement No. 19-01, and then would introduce and subsequently adopt an exact copy of the original Development Agreement with the legal Owner of the Merritt Ranch property.

Development Agreement:

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements (DA) in Woodland, and these procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers. The proposed Development Agreement is provided as attachment # 3. The City Council will take action to approve the Development Agreement immediately following the proposed rescission of the ordinance approving Development Agreement No.19-01.

Public Notification:

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

- Legal notice was published in the Woodland Daily Democrat on or before February 2, 2021
- Notices were mailed to all property owners within 300 feet of the project site.
- This public hearing item was opened on February 16, 2021 by Council and continued to a date certain of March 2, 2021

Copies of the staff report for the proposed project have been on file at City Hall since February 26, 2021.

Environmental Assessment Status:

All CEQA clearance was performed under previous entitlement.

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 and proposed addenda to the Turn of the Century EIR. The proposed addenda, which result in a similar number of residential units, will result in environmental impacts that would be similar to those identified in the previous EIR. Infrastructure improvements beyond those previously anticipated will not be required.

Conclusion:

Staff recommends that the City Council take action on the following 1) Conduct a public hearing; 2) Introduce and waive first reading of Ordinance No. _____, rescinding the previous ordinance No. 1648 approving Development Agreement No. 19-01 with Darkhorse Estates, LLC (authorized applicants); 3) Introduce and waive the first reading of Ordinance No. _____, approving a Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (owner), to develop the Merritt Ranch property located within the Spring Lake Specific Plan Area (Attachment 4).

Prepared by: Megan Meier, Associate Planner

Reviewed by: Cindy Norris, Principal Planner
Brent Meyer, Acting Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. Ordinance Merritt Ranch Rescindment
2. Ordinance Merritt Ranch DA
3. Merritt Ranch DA
4. Merritt 3/8 (Merritt Ranch) Context Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA RESCINDING ORDINANCE NO. 1648, WHICH APPROVED MERRITT RANCH DEVELOPMENT AGREEMENT (# 19-01), BECAUSE THE PARTY TO THAT DEVELOPMENT AGREEMENT NO LONGER HAS A PROPERTY INTEREST IN THE MERRITT RANCH PROPERTY

WHEREAS, on August 20, 2019, the City Council adopted Ordinance No. 1648 approving Development Agreement # 19-01 for the Merritt Ranch (Merritt Ranch) property between Darkhorse Estates, LLC (authorized applicants) and the City of Woodland (City). The Development Agreement allowed for the approval of 159 lots on 23.6 acres (TSM # 5160) of land in the Spring Lake development. The property owner as documented in deed is The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (the "Owner"), who authorized Darkhorse Estates, LLC to act on behalf of the property as the applicant and anticipated future owner of the property; and

WHEREAS, The City received notification on February 13, 2020 from the Owner that as of January 1, 2020 Darkhorse Estates, LLC no longer had any interest in or contract to acquire the Merritt Ranch property and that all development rights that run with the land should accrue solely to the Owner; and

WHEREAS, Darkhorse Estates, LLC never executed the Development Agreement # 19-01, and the Development Agreement was never recorded against the Merritt Ranch property, and due to the fact that Darkhorse Estates, LLC currently has no legal interest in the property, Darkhorse Estates, LLC is prohibited from entering into the Development Agreement; and

WHEREAS, this ordinance rescinds the previous ordinance #1648 approving Development Agreement # 19-01 with Darkhorse Estates, LLC as they no longer have any legal interest in the Merritt Ranch (Merritt Ranch) property; and

WHEREAS, on February 16, 2021, 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, public item was opened and continued to a date certain of March 2, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitals and findings are incorporated herein and are true and correct.

Section 2. The City Council hereby sets aside and rescinds Ordinance No. 1648, "An Ordinance of the City Council of the City of Woodland, California, Approving a Development

Agreement Between the City of Woodland and Darkhorse Estates, LLC," adopted on August 20, 2019. The Development Agreement shall therefore have no force or effect.

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 _____, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND THE FLORENCE PATRICIA PHILLIPS PARMELEE 1999 FAMILY TRUST, JANE VICTORIA CURTIS 2004 FAMILY TRUST, U.D.T., AND THE SCOTT A. VAN TASSEL 2017 REVOCABLE TRUST TO USE AND DEVELOP THE MERRITT RANCH 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, by Ordinance No. _____, the City of Woodland rescinded Ordinance No. 1648, which previously approved Development Agreement No. 19-01 for the Merritt Ranch property as Darkhorse Estates, LLC, the party to Development Agreement No. 19-01 no longer retains any legal interest in the Merritt Ranch (Merritt Ranch) property; 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, The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (“Developer”) proposes to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Development Agreement, 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 #5160 for the Merritt Ranch Project Site and the Development Agreement; and

WHEREAS, on March 2, 2021, 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 March 2, 2021, 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 #16 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 1.**”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement 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 of the City of Woodland at a regular meeting of the City Council held on the _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

Attachment – Merritt Ranch 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. [_____]

[Merritt Ranch]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**THE FLORENCE PATRICIA PHILLIPS PARMELEE 1999 FAMILY TRUST, JANE
VICTORIA CURTIS 2004 FAMILY TRUST, U.D.T., AND THE SCOTT A. VAN
TASSEL 2017 REVOCABLE TRUST**

DEVELOPMENT AGREEMENT NO. [____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2021, by and between the City of Woodland, California (“CITY”), The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

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

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

WHEREAS, OWNER and CITY wish to enter into a development agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

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

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

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

WHEREAS, 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 addendum to the Turn of the Century EIR and associated addenda; and

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

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

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

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

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

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; or
- (e) the exercise of the power of eminent domain.

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

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

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

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

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

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

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

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

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

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall 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, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

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

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

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

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

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

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

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

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

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in “bulk”) sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any individual lot sold to a member of the public, 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:

The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust 1109 Towse Dr.
Woodland, CA 95776

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This agreement is for Tentative Subdivision Map #5160, which includes the 23.6-acre R-8 site shown in Exhibit B, resulting in 159 single family lots (units).

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review, and action all applications for subsequent development approvals. Such applications shall be processed in the same manner, and the CITY shall exercise its discretion when required or authorized to do so, and to the same extent CITY 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 that includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted

Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

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

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

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

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

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

3.3.2 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 the Property will be developed. Such decisions depend upon numerous factors that are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

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

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

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this Section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this Section will control.

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

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

3.11 Excess Fill Acquisition. The City shall have the first right of refusal on any excess fill from the Project site.

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.

4.1.1 General Purpose Fee. OWNER agrees to pay a General Purpose Fee of Four Thousand Dollars (\$4,000.00) per unit, payable at final map, towards improved Spring Lake bicycle and pedestrian connectivity and other neighborhood enhancement projects such as, but not limited to, the Highway 113 Bike/Pedestrian Overcrossing. The City shall adjust the fee annually for inflation by the Construction Cost Index (“CCI”)s amount starting January 1, 2021 until the City Council approves the final map.

4.2 Development Impact Fees.

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

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

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

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

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

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

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to submittal of the first final map and improvement plan package to CITY, take appropriate actions as required by the adopted Habitat Conservation Plan (HCP) for the purpose of Swainson's Hawk habitat mitigation.

4.5 HCP/NCCP Pre-payment. CITY commits to pre-paying four (4) acres of the Project's estimated 24-acres of habitat mitigation fee obligation to the Yolo Habitat Conservancy on or before June 20, 2019. Payment on or before June 20, 2019 will result in payment of mitigation fees in the amount of Twelve Thousand Nine Hundred Fifty-Two Dollars (\$12,952) per acre. OWNER shall reimburse CITY for this payment (estimated at \$51,808) ~~by May 1, 2020 or~~ upon City Council approval of the first final map for the Project, ~~whichever occurs first.~~ OWNER shall pay the Yolo Habitat Conservancy for the remaining approximate 20-acres of mitigation fee obligation as required at the time of grading permit issuance or site disturbance at the habitat mitigation fee amount in effect at the time of payment.

4.6 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.

4.7 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.

4.8 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.

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

4.10 Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement as outlined in Exhibit D.

Credits

4.11 Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of each final map.

Funds

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

4.13 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall have submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.14 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way. OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site Spring Lake Infrastructure Fee ("SLIF") covered improvements are eligible for SLIF reimbursement. CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, a final map will not be approved with less than a \$200,000 deposit.

4.15 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the Project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this Section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

4.16 Contribution to Proportionate Share of Damages. Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives, and is held responsible for damages resulting from, a claim or lawsuit from a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportional share of the damages its Project caused to CITY.

4.17 Transit Capital Fee. Prior to final map or Project approval (for multi-family units that do not require a map), OWNER shall pay a Two Hundred Seventy Four Dollar (\$274.00) per Dwelling Unit Equivalent fee. The City shall adjust the fee annually for inflation by the CCI amount starting January 1, 2020 until the City Council approves the final map.

4.18 Transit Operation Fee. Prior to final map or Project approval (for multi-family units that do not require a map), OWNER shall pay a Forty-Six Dollar (\$46.00) per Dwelling Unit Equivalent fee. The City shall adjust the fee annually for inflation by the CCI amount starting January 1, 2020 until the City council approves the final map.

4.19 Interchange Upgrade. OWNER acknowledges that the interim upgrade of the State Route ("SR") 113 and Road 25A interchange in accordance with the Spring Lake EIR is a responsibility of Spring Lake developers. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and Road 25A interchange OWNER understands and agrees that both the projects in the SL CIP and the cost of such projects are subject to change and that the set aside amount for the payment of SLIF fees also may, accordingly, change. OWNER agrees to pay the applicable SLIF for its Project, including any changes that may occur as a result of changes or additions to the SL CIP and the SLIF.

4.20 Traffic Signal. OWNER shall design and install a traffic signal and associated roadway improvements at Gibson Road and Harry Lorenzo Avenue. Construction of the intersection and signal improvements shall commence prior to or concurrently with the in-tract improvements and be completed prior to certificate of occupancy of the first production (for sale) unit. Work shall include but is not limited to: installation of 8-phase signal, opening the median on Gibson Road, installation of turn pockets, ADA improvement on the north side of Gibson Road, landscaping, road restriping, road rehabilitation and special emergency vehicle preemption as determined by the City, and signal interconnect from the Pioneer/Gibson intersection to the HLA/Gibson signal.

Final intersection reconfiguration shall consist of:

Westbound left turn

Eastbound left turn

Two westbound thru lanes to remain

Two eastbound thru lanes to remain

Northbound left

Northbound thru/left

Southbound left

Southbound thru/left

OWNER may request and enter into a reimbursement agreement with the City for all improvements except landscaping and the ADA improvements on the south side to be reimbursed from the City impact fee program. The ADA improvements on the south side can be

reimbursed from the SLIF CIP.

4.21 Public Noticing. Prior to start of grading, OWNER shall provide notification to all residences on Harry Lorenzo Avenue between East Gibson Road and 500 feet south of Farmers Central Drive of commencement of construction. Notification shall, at a minimum, disclose the future presence of construction traffic and the barrier removal and signal construction at East Gibson Road and Harry Lorenzo Avenue. Notification shall be not less than seven or more than fourteen days in advance of construction. OWNER shall provide proof of notification to the City.

4.22 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.

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

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

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

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

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

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

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in

recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

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

7. DEFAULT AND REMEDIES.

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

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

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

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

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR

HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

Owner's Initials

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

8. LITIGATION.

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

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

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest,

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

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

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

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full

amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

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

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

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

Owner's Initials

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

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in

the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

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

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

10. MISCELLANEOUS PROVISIONS.

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

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

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

provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit “D” to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

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

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

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

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

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

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

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

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

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

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

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

Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture 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

**THE FLORENCE PATRICIA
PHILLIPS PARMELEE 1999 FAMILY
TRUST, JANE VICTORIA CURTIS
2004 FAMILY TRUST, U.D.T., AND
THE SCOTT A. VAN TASSEL 2017
REVOCABLE TRUST**

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

Ethan Walsh, City Attorney

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)ss.

COUNTY OF YOLO)

On _____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____

EXHIBIT “A”

(Legal Description of the Property)

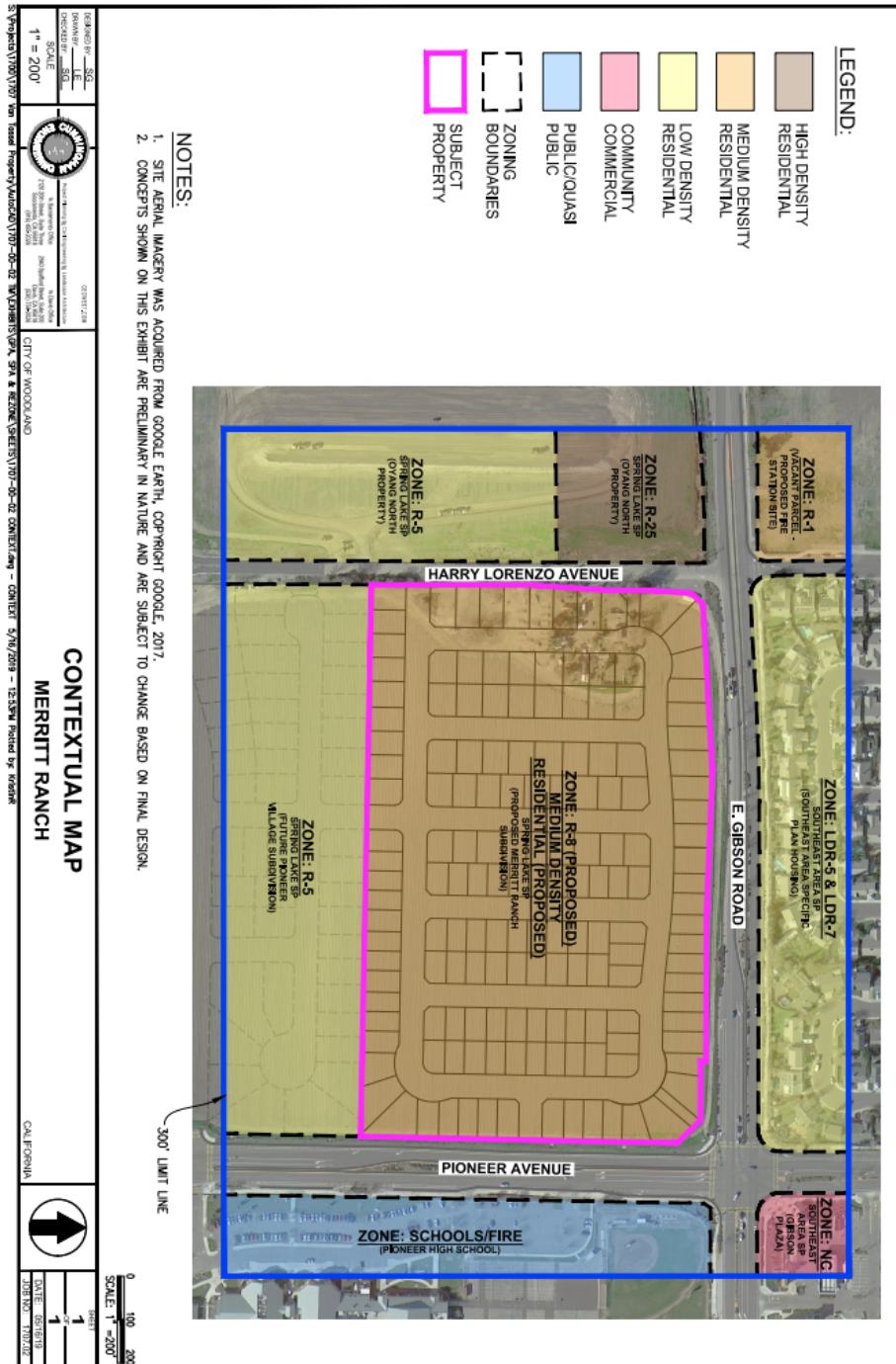
LEGAL DESCRIPTION

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

PARCEL 1 OF PARCEL MAP NO. 4625 FOR MERRITT FARMS, IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED AUGUST 12, 2003 IN [BOOK 2003, PAGES 84, 85 AND 86](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 042-580-001-000](#)

(Map showing Property and its location)



Development Plan and Conditions of Approval



**MERRITT RANCH
PROJECT CONDITIONS OF APPROVAL
TSM No. 5160
08/20/19**

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 ____ (Month) (Day) _____, 2019 City Council staff report, as approved by City Council, for the Merritt Ranch project as proposed by the applicant Darkhorse Estates LLC, except as modified by these conditions of approval.
2. Development Agreement. The Development Agreement between the City of Woodland and Darkhorse Estates LLC Investors, as approved by City Council on (Month) (Day), 2019, are fully enforceable. Actions, including recordation of necessary documents, as stated in Section 10.1, Assignment, of the applicable Development Agreement.
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. 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.
6. 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.
7. CC & Rs. Prior to approval of the first final map submit, three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - Recreational vehicle parking in the front yard longer than 24 hours is prohibited.
 - Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
8. 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.

9. 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.
10. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. At 159 number of lots, this tentative map results in a requirement that 16 number of units be identified as affordable units. Prior to the City approving the applicant's first Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City and shall be consistent with all applicable provisions of the SLSP AHP except as otherwise set forth in the project Development Agreement. The In-lieu fee has been determined to be \$64,144 (2019) which results in a total in-lieu fee of \$1,026,304. A proportionate share of the fee shall be paid with each building permit unit in the amount of \$6,454.74 per housing unit. (The in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI).
11. Offsite Affordable Fee. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit prior to recordation of the applicant's Final Map.
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. 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.
17. 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

18. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
19. Lotting Considerations. In order to mitigate for the extended block length on all the streets, the homes along each stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design with the use elements such as full usable front porch or a separated front patio extension with low walls.
20. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
21. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Creativity and innovation will be encouraged.
22. 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 shall meet a minimum of ten (10) actions

identified in the CAP, as amended, and verification of how the requirement will be met shall be provided with the initial building permit submittal.

23. Photovoltaic Panels. In addition each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
24. 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.
25. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
26. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
- Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.

- Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
- Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
- Any trees for removal and identified as heritage, specimen, or landmark under City code shall be mitigated for per City requirement.
- The Heritage Oak tree located north of Lot 101, shall be preserved in place, unless it cannot be preserved in place due to infrastructure and map requirements and then must be mitigated for per City Tree Preservation Ordinance requirements.
- The Owner shall work with City staff and arborist to preserve to the extent possible tree Nos. #165 & 166 located near lot 101. The Owner's Design Professional(s) shall modify, subject to approval by the City Engineer, the soundwall to accommodate the preservation of these trees to minimize root disturbance through either the modification of lot lines and/or change in materials and/or design. Alternatively, if the Owner requests tree removal, a mitigation will be required through a cash payment to the City's tree fund and/or planting additional trees.
- Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
- Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.

27. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

28. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Community Services Department – Urban

Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

29. 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).
30. 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).
31. Light Pole Location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
32. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed. If no such standard exists at the time of the plan approval, project shall be permitted to install high pressure sodium (HPS) lights per City Standards.
33. Interconnecting Walk and Pathway. Interconnecting pedestrian corridors shall be a minimum of 25 feet wide with 10-foot-wide bike/pedestrian sidewalk. Unpaved area shall be landscaped consistent with Section 6.9 of the SL Design Standards.

34. 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 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.
35. Fencing Plan. Prior to issuance of building permits submit a fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, greenbelt, interconnecting walkways and paths and accent fencing.
36. Masonry Soundwall. A masonry soundwall shall be constructed along the perimeter of the subdivision, Harry Lorenzo Avenue from the edge of lot 176 north to East Gibson Road and along E. Gibson Road to Pioneer Avenue and south on Pioneer Avenue to the corner of lot 6 and 7. The wall shall match the soundwall constructed Sports Park Drive in Spring Lake south of the project site. Including masonry walls constructed with D-113 (Basalite), the Brick Pilasters with HC Muddox (#890 Old Town Red), and the Cap with a Precast Regal Cap (Color D-225 Basalite). The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Soundwall, landscaping and construction of the public improvements shall occur concurrently with adjacent development.
37. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish a level one entry feature at the intersection of Pioneer Avenue and East Gibson Road. Entryway shall include features such as accent paving, intensive landscape and incorporate public art. Public art can be provided either through design review or in the form of an in-lieu fee with minimum valuation of \$15,000. A single lump sum payment shall be provided prior to approval of the first final map. In addition, neighborhood entry signs shall be provided on the south side of “H” Street at Pioneer Avenue, and the south side of “I” Street at Harry Lorenzo Avenue, consistent with SL Design Standard 1.6/1.6.1.

A design specification for these signs shall be prepared for review as part of the landscape plans with public improvements and approval by the Community Development and City Engineer prior to acceptance of the final map.

38. Pedestrian Circulation. Where pedestrian circulation crosses major vehicular points of entry, a change in grade, materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety, to the satisfaction of the Community Development Director. These improvements shall be identified in the Traffic Calming Plan required prior to approval of final map and improvement plans.
39. Single Story and Model Homes. Developer shall offer at least one single story home plan within the subdivision. Any Model Home complex shall include at least one single story home.
40. Good Faith Effort. The applicant/owner is required to (make a good faith effort to) find a new location for the existing 1920's arts and crafts single family structure located at 1425 Harry Lorenzo Avenue. The following performance criteria for the proposed relocation effort shall be satisfied. Evidence of this effort shall be required prior to issuance of building permits.
 - a) The applicant/owner before or from the date of approval of the project by the Planning Commission shall within 120 days make a good faith effort satisfactory to the Community Development Department to identify an acceptable site and secure an agreement with the owner of the receiving property for the appropriate relocation of the structure prior to building permit issuance for the new structures.
 - b) The applicant shall advertise the 120 day availability of the structure in two different papers of local circulation.
 - c) The applicant shall obtain an estimate from a licensed demolition contractor to determine the anticipated cost to demolish the existing structure. This amount shall be included as an incentive to offset the cost of relocation of the structure.
 - d) To the extent possible, the new location shall be within Yolo County.
 - e) The exterior character defining features of the structure shall be maintained.
 - f) The applicant shall notify CDD of the public notice advertisement date and the start of the 120 day availability of the structure.

If at the end of the 120-day period, the applicant is unable to find a suitable site on which to relocate the structure, then the applicant may proceed with the structure being salvaged and/or demolished. Compliance with conditions is required to demonstrate a good faith effort.

MITIGATION MEASURES

41. 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).
42. Yolo HCP/NCCP. The project applicant shall comply with all Avoidance and Minimization Measures (AMM's) outlined by the Yolo Conservancy per the HCP/NCCP's requirements specific to the project location and shall pay all applicable fees.
43. AMM Verification. Complete the Yolo HCP/NCCP Application Form No.3 and provide verification that this form has been submitted to the Yolo Habitat Conservancy to the Community Development Department prior to any site or grading work, or concurrent with an application for grading, drainage, and/or building permit. This form verifies that the required Avoidance and Minimization Measures (AMMs) have been completed.
44. 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
45. Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.
46. Conservation Easement Dedication. Mitigation for loss of agricultural land in the form of land set asides shall be fully executed and in place prior to final map approval or commencement of development activity, consistent with Development Regulation 4.3 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County.

47. 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 (Geocon Consultants, Inc., dated October 2018).
48. 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).
49. 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.
50. 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)
51. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
52. 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.
53. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
54. 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

Harry Lorenzo Avenue

55. Project shall construct 10' wide City Standard sidewalk, Spring Lake standard masonry wall, and landscaping between curb and wall along the east side of Harry Lorenzo Avenue.
56. Project shall connect sidewalk at the southeast corner of the intersection of Gibson Road and Harry Lorenzo Avenue.
57. The applicant shall install City Standard ADA compliant curb ramps.
58. Remove unused driveways along the east side of Harry Lorenzo Avenue and replace with City Standard curb and gutter.
59. Applicant shall repair Harry Lorenzo Avenue per City Standards for streets under moratorium.

Gibson Road

60. With first final map, OWNER shall complete Gibson Road landscape and permanent concrete mixed-use path along Gibson Road between Harry Lorenzo Avenue and Pioneer Avenue, and from the Gibson Road/Pioneer Avenue and Gibson Road/Harry Lorenzo Avenue intersections to the southern boundary of project area. Applicant shall complete design in accordance with the SLSP. This work is SLIF reimbursable with \$57,000 to be paid from the City's Development impact fees in accordance with a completed reimbursement Agreement. Owner agrees that the \$57,000 is fixed and any overages are to be borne by the SLIF.
61. OWNER shall design and install a traffic signal and associated roadway improvements at Gibson Road and Harry Lorenzo Avenue. Construction of the intersection and signal improvements shall commence prior to or concurrently with the in-tract improvements and be completed prior to certificate of occupancy of the first production (for sale) unit. Work shall include but is not limited to: installation of 8-phase signal, opening the median on Gibson Road, installation of turn pockets, ADA improvement on the north/south side of Gibson Road, landscaping and road

restriping as determined by the City, and signal interconnect from the Pioneer/Gibson intersection to the future HLA/Gibson signal. Owner may request and enter into a reimbursement agreement with the City for all improvements except landscaping to be reimbursed from the City impact fee program.

62. Provide signal interconnect and fiber from the Gibson Road/Pioneer intersection to the northwest corner of Gibson/Bourn.

Pioneer Avenue

63. Project shall construct 10' wide City Standard sidewalk, Spring Lake standard masonry wall, and landscaping between curb and wall along the west side of Pioneer Avenue to southern property line.

Other Transportation Conditions

64. The developer shall submit for approval of the City Engineer and fund a traffic-calming plan to be approved by the City Engineer. Prior to submittal of the first improvement plans for the tentative map area, the OWNER shall submit a comprehensive traffic-calming plan for the tentative map area to the City Engineer for review and approval. Raised, decorative stamped concrete crosswalks, bulb-outs, lighted pedestrian crossings, raised median islands, traffic circle and other improvements may be required as part of the traffic-calming measures, and shall be designed, constructed and funded by the developer

Easements and Right of Way

65. A seven (7) foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception. Exception on Arterial roads with green belts of 20' or greater.
66. Prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

Landscaping

67. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.

68. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.
69. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
70. Design and install recycled water line in the green strip, under the bike path/sidewalk along project bordering E. Gibson.
71. Prior to landscape submittal OWNER shall submit concepts for approval for the entryway feature, sound walls, monuments, and other entry way features.

Wastewater and Sewer Collection System

72. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
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. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
75. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.
76. Any onsite Septic tanks shall be abandoned to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

77. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific

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

78. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
79. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
80. City standards update to be approved soon will relocate the storm drain pipes out from under the sidewalk. Storm water and sewer pipe locations constructed in the subdivision will have the Storm Drain and Sewer lines 5-7 feet off opposite sides of the road center line. The water line shall be installed between the Storm Drain line and the lip of gutter on the same side of the street. The water line shall not be closer than 3' to the lip of gutter nor 5' from the Storm Drain line (measured to outside of pipes). Final placement will be determined during the design submittals.

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 to be approved by the City Engineer.
82. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
83. The Developer shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map.
84. Prior to first final map the applicant shall enter into a City standard maintenance agreement for the maintenance of onsite BMP's for post construction storm drain Quality control measures.
85. Project shall include low impact development standards to minimize storm drain run off, applicant shall submit a plan to minimize run off to the City for approval. The plan shall include such measures as bioretention basins, porous pavement, dry wells/trench drains, or other approved method as described in section E.12.b.(ii) of the phase II MS4 General permit (CAS000004), and demonstrate that the amount of treated run off is in accordance with the section E.12.f E.12.e.ii.c of the phase II MS4 General permit. Applicant shall enter into an access, maintenance, and reporting agreement for such measures prior to certificate of occupancy. Owner will be required to enter into a maintenance agreement for on site storm water treatment devices.
86. 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.
87. OWNER may reference the City's Post Construction Standards Manual on the web. <http://www.cityofwoodland.org/501/Storm-Water-Quality-Control>
88. Owner shall enter into a Stormwater Treatment Measure Access and Maintenance Agreement prior to final map.

89. Modify Tentative Map to show a location for hydromodification with an option for additional single-family lots if hydromodification is not needed per the City's request to the State.

Water Infrastructure Conditions

90. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
91. 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.
92. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the project. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
93. Per City of Woodland Cross Connection Control Program, all types of commercial buildings, landscape irrigation, and fire services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted for approval. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
94. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the developer's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

95. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.
96. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

Recycled Water

97. If not already constructed, project shall construct 8-inch Recycled water main down Gibson Road along the full property frontage, between Pioneer Avenue and Harry Lorenzo Avenue.
98. Extend Recycled water mains and services to public landscape areas unless already installed by others. Applicant shall design all public landscape services to the extent possible for future connection to recycled water. Design shall include sleeves as needed to serve public landscape areas without trenching, and all public irrigation shall be purple (pipes, valves, boxes, etc.) in preparation for future connection to recycled water.

Broadband

99. Owner shall install two three inch conduits for fiber optics with pull ropes along East Gibson Road between Harry Lorenzo Avenue and Pioneer Avenue, then along Pioneer Avenue from East Gibson Road to the southern project limits. Conduit shall start with a pull box at the northwest corner of the intersection of Harry Lorenzo Avenue and Gibson Road and terminate with a pull box at southern project limits. Broadband plans shall be coordinated with the landscape plans for the Civil improvements.

Grading

100. 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.

101. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
102. 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

103. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
104. 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.
105. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.
106. 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.
107. Transit Capital fee: Prior to final map or project approval (for non mapped multifamily) applicant shall pay a \$274 per DUE fee.
108. Transit Operation fee: Prior to final map or project approval (for non mapped multi family) applicant shall pay a \$46 per DUE fee.

General Conditions

109. Prior to final map the applicant shall submit and have approved, a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
110. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
111. 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.
112. 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.
113. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
114. The project shall conform to County Health regulations and requirements for the abandonment of any on site septic tanks and water wells. Prior to the approval of any construction permits, grading permits or the improvement plan the existing well shall be abandoned, and prior to abandonment of the well the developer shall provide to the City permission from all recipients that receive water to abandon the well.

115. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study (applicable mitigation requirements still under review by staff).
116. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, landscaping and railroad crossing improvements.
117. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
118. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
119. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
120. Prior to recording of the final map, provide evidence of payment for the Habitat Mitigation Fee. This fee is payable to the Yolo County Habitat Conservation JPA, but collected by the City.
121. 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.
122. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
123. If greater than 640 S.F. second units shall pay single family dwelling unit development fees.
124. Prior to recording of the final map, provide evidence of payment for the Habitat Mitigation Fee. This fee is payable to the Yolo County Habitat Conservation JPA, but collected by the City.

125. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
126. Prior to approval of the final map the applicant shall establish a lighting and landscaping district. Improvements included in the district shall include the storm drain detention pond, all public lighting, landscaping, and traffic signals.
127. Map shall be forwarded to YCTD and comments are to be incorporated into the final tentative map.
128. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Reyna Schenck, Environmental Resource Analyst, at (530) 661-2063 for more information.
129. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
130. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
131. If conditions for the project require the owner to construct improvements which serve the entire City and are included in the City's Development Impact Fee Program, or other funded program; the applicant may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.

BUILDING

132. This project must meet all criteria and mandates for these City Adopted codes or the most current code:
 - a. 2016 California Building Code
 - b. 2016 California Plumbing Code
 - c. 2016 California Mechanical Code
 - d. 2016 California Electrical Code
 - e. 2016 Building Energy Efficiency Standards
 - f. 2016 California Green Building Code
 - g. The Code of the City of Woodland
133. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit be issued.
 - a. Recycle plan is required at time of permit issuance along with a \$1000 deposit.

- b. Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
- 134. 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.
- 135. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
- 136. 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.
- 137. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
- 138. 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

- 139. Minimum turning radius for all fire apparatus access roads shall be minimum of 20’ inside, 40’ outside.
- 140. Fire apparatus access roads shall have an unobstructed width of 20 feet or 12 feet for divided roadways
- 141. Residential fire sprinklers shall be designed and installed per NFPA 13D
- 142. Fire hydrant fire flow and spacing shall be designed and installed per 2016 CFC

EXHIBIT “D”

Development Impact Fees

08/20/19

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 as defined in the body of this development agreement. 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.

SLIF fees for SFD \$47,826 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area. This fee is scheduled to be updated during the 2019 calendar year (Fees are subject to annual CCI January 1st each year).

IMPACT FEES:

Development Impact Fees for the following categories and amounts are shown as of April 2019, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. (Fees are subject to annual CCI January 1st each year) (MPFP reimbursement, is triggered at building permit).

Development Impact Fee	SFD (Single Family Dwelling)
General City	\$853
Fire	\$2,889
Library	\$533
Police	\$697
Wastewater	\$6,383
Water Capacity Fee	\$4,699
Parks & Recreational	\$4,330
Facilities	\$8,411
Roads	
Admin Fee (.75%)	\$216
Total	\$29,011

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

- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00 for SFD;
- Public transit capital fee of \$274/DUE (will increase for inflation) for the construction

of transit capital improvements

- Public transit operations fee of \$46 (will increase for inflation) for SFD
- Fiscal Deficit mitigation fees of \$1500 for SFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD unit

PROJECT FEES:

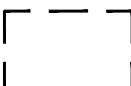
- General Purpose Fee calculated using \$4,000 (will increase for inflation) per unit payable at final map towards improved Spring Lake bicycle and pedestrian connectivity and other neighborhood enhancement project(s) such as, but not limited to, the HWY 113 Bike/Pedestrian Overcrossing.
- Spring Lake Offsite Affordable Housing Fee of \$1,100 per SFD, prior to recordation of the applicant's Final Map.
- Fair Share Cost of public facilities, services and improvements as determined by the City of Woodland nexus study.

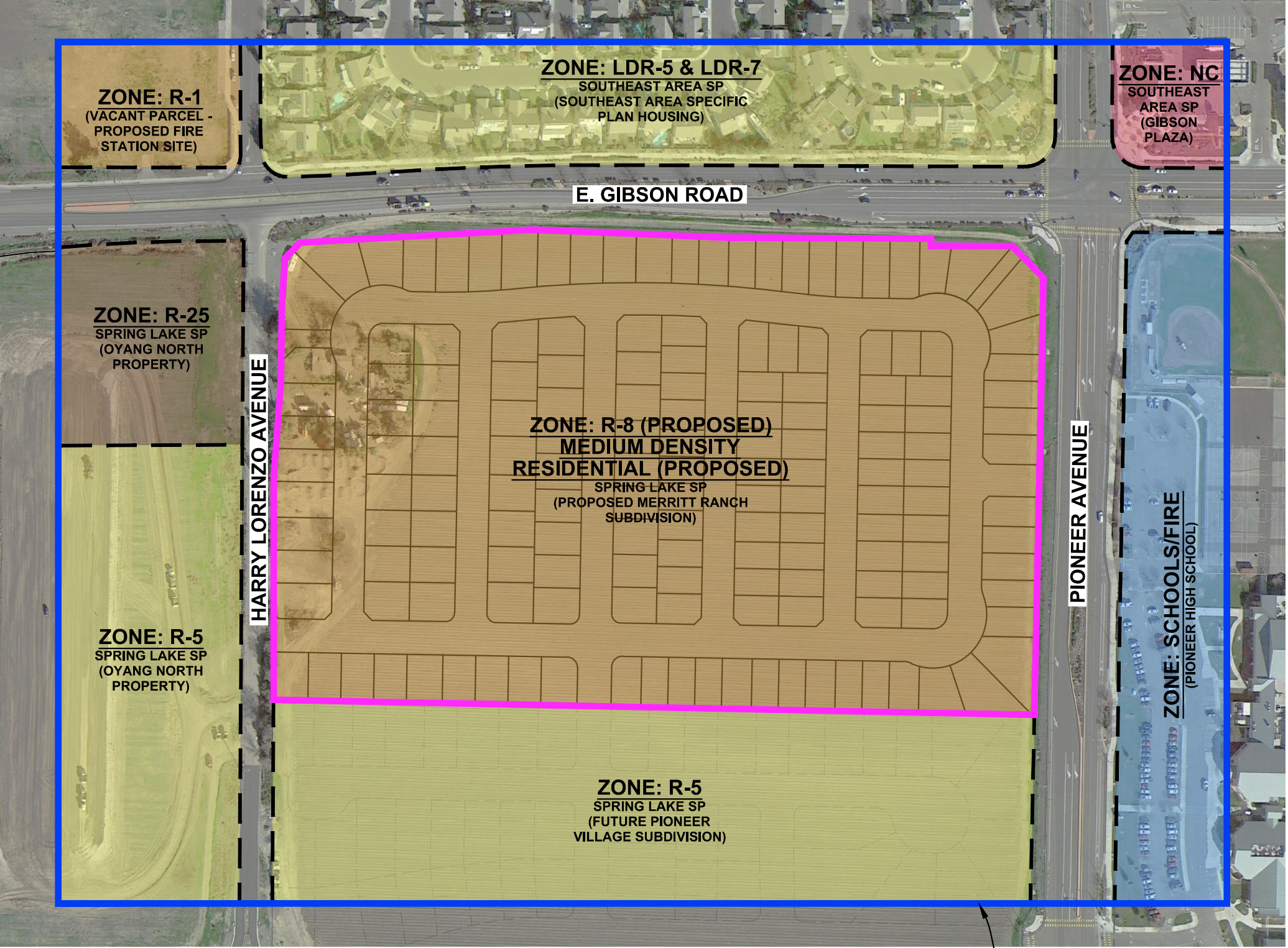
AFFORDABLE HOUSING IN LIEU FEE:

1. Affordable Requirement. The requirements for single family (R-8 and less) require that 10% of the units be affordable to Low income families, or an in Lieu Fee is paid into a fund for affordable housing projects to meet the ten percent (10% single family for-sale affordability requirement).
2. Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement. This Project requires sixteen (16) low income single family units to be built. In lieu of constructing the affordable housing units, OWNER agrees to pay an in-lieu fee for 16 required affordable units, based on an assumption of the Project comprising 159 units, payable at building permit issuance. The In-lieu fee has been determined to be SIXTY-FOUR THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$64,144.00) (2019) per unit, which results in a total in-lieu fee of ONE MILLION TWENTY-SIX THOUSAND THREE HUNDRED FOUR DOLLARS (\$1,026,304.00). A proportionate share of the fee shall be paid with each building permit in the amount of SIX THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS AND SEVENTY FOUR

CENTS (\$6,454.74) per housing unit.(The in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI)

LEGEND:

-  HIGH DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  LOW DENSITY RESIDENTIAL
-  COMMUNITY COMMERCIAL
-  PUBLIC/QUASI PUBLIC
-  ZONING BOUNDARIES
-  SUBJECT PROPERTY



NOTES:

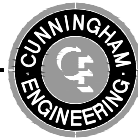
1. SITE AERIAL IMAGERY WAS ACQUIRED FROM GOOGLE EARTH, COPYRIGHT GOOGLE, 2017.
2. CONCEPTS SHOWN ON THIS EXHIBIT ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE BASED ON FINAL DESIGN.

300' LIMIT LINE

0 100 200
SCALE: 1" = 200'

DESIGNED BY: SG
DRAWN BY: LE
CHECKED BY: SG

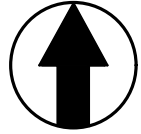
SCALE
1" = 200'



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■ Sacramento Office ■ Davis Office
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Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

CITY OF WOODLAND

CONTEXTUAL MAP
MERRITT RANCH



CALIFORNIA

SHEET
1
OF
1
DATE: 05/16/19
JOB NO: 1707.02



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: K.9
SUBJECT: Update on COVID-19 Response and Preparedness

Recommendation for Action: Staff recommends that the City Council receive an update and discuss the current status of the COVID-19 pandemic and the community's actions to prepare and respond to issues resulting from the emergency.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 2, 2021
ITEM #: K.10
SUBJECT: Agreement between City and Yuba Community College District for Woodland Promise Program

Recommendation for Action: Staff recommends that the City Council authorize the Mayor to execute an agreement with Yuba Community College District, by and through its college Woodland Community College, to allocate funds for the Woodland Promise Program.

Staff Contact: Christine Engel, Community Services Director (530) 661-2000;
christine.engel@cityofwoodland.org

Fiscal Impact:

Funding for this program has been requested by staff for the FY 21/22 budget that will be considered by City Council for adoption in May/June 2021. Funds would not be dispersed to Woodland Community College until after July 1 when the new budget is in place. Staff is requesting \$100,000 in Measure J funds to cover the two year program period (July 1, 2021 through June 30, 2023).

Background:

The City of Woodland and Woodland Community College both share a vision for Woodland youth to continue their education after completing secondary schooling. After several conversations and meetings between leadership with both organizations, a proposal was provided to the City from Woodland Community College for the "Woodland Promise Program". Collaboration between a local government and post-secondary school institution is not unusual. For several years, the City of West Sacramento has had an agreement with Los Rios Community College District/Sacramento City College to offer the "West Sacramento College Promise" program. The West Sacramento Program is a "fee-free" program which is also a component of the proposed Woodland program. The Woodland Promise Program has two components: a fee-free component called "Woodland College Promise" and a scholarship component called "Woodland Stars Scholarship".

Discussion:

Staff is proposing that the City Council authorize the Mayor to execute an agreement with Yuba Community College District, through its college Woodland Community College, from July 1, 2021 through June 30, 2023 for the Woodland Promise Program. Additionally, staff is requesting during the FY22 budget approval process that the City Council allocate up to \$100,000 in Measure J funds for the purpose of implementing the program (a fee-free program and a scholarship program). Eligible program beneficiaries must be Woodland residents for at least one year and must enroll in the program within 12 months of graduating high school.

The program will benefit the City of Woodland and its residents by encouraging Woodland residents graduating from high school to pursue a college education and to provide educational opportunities for students who may not otherwise be able to afford to continue their education.

The program includes the following to be developed and implemented by Woodland Community College with reporting to the City of Woodland.

"Woodland College Promise" will cover up to two years of community college fees for eligible Woodland students. Students graduating from high school within a 12-month period of program enrollment will be eligible for the "Woodland College Promise" (WCP) program. In establishing the fee-free WCP program, Woodland Community College would create an application process which would include documentation that the students meet the eligibility criteria at the time of graduation from a high school within the City that includes a one-year residency requirement within the City. Students must be enrolled full-time (12 or more units) at Woodland Community College and have completed a Student Educational Plan showing a declared major leading to a degree/certificate or transfer goal at a WCC. The current cost to attend WCC is \$724.00 per semester for 15 units. The Agreement allows for a new cohort of students to apply for the program during Year 1 and Year 2 of the Agreement.

In order to be eligible to have fees covered by the Woodland College Promise students must demonstrate that they meet the following criteria:

- 1) Woodland residency - Proof of physical residency will be established from the FAFSA or the California Dream Act application and transcripts or other enrollment records from a high school within the City of Woodland or the Woodland Joint Unified School District.
- 2) Students have been a Woodland resident for at least one-year (same as the California College Promise Grant formally the Board of Governor's Fee Waiver) as demonstrated by one or more of the means identified above.
- 3) Students must enroll within 12 months of graduating from high school (excluding summer).
- 4) Completion of a Student Educational Plan showing a declared major (program of study) leading to a degree/certificate or transfer goal at a WCC.
- 5) Full-time enrollment (12 or more units) at WCC (Disability Services and Programs for Students (DSPS) exemption may apply).
- 6) Completion of a FAFSA form or the California Dream Act Application.

"Woodland Stars Scholarship" (a last dollar scholarship program) will provide up to \$1,000 for additional discretionary college expenses (this is a point's based scholarship). Only those successfully completing the Woodland College Promise Program can apply for this program. This program would be implemented in fall 2022. The program may provide for eligible students to receive scholarship money that can be used toward the payment of college expenses including textbooks and other required supplemental materials for enrolled classes. In establishing the scholarship program, Woodland Community College will create an application process which will include documentation of eligibility and scholarship points scored. This program will be offered in Year 2.

- 1) Provide proof of civic engagement or volunteerism within the City of Woodland during their first year at WCC for up to 120 hours of volunteered time per year.
- 2) High school GPA and, if appropriate, college GPA.
- 3) Completion of a Student Educational Plan showing a declared major (program of study) leading to a degree/certificate or transfer goal at WCC (ideally enrollment in a Career Pathway at WCC that includes EMT, Administration of Justice, Agriculture, Culinary Arts, or Business). The City will approve the final criteria for

this category before Year 1 of Program commences.

4) Completion of a work-based ready internship in Woodland that is associated with the student's educational program for up to 80 hours for the year. This requirement can be met by participating in the College Work-Study Program at WCC. The City will approve the final criteria for this category before Year 1 of Program commences.

The agreement also includes requirements related to the number of units successfully completed (66% of units completed with a grade of "C" or better or Pass).

Of the \$100,000 of City funding provided for the Woodland Promise Program for the two-year term of the agreement, \$5,000 could be used to market the program. The City dollars are "last dollar" funds for fee portion of program of up to \$100,000 to cover the student fees and 50 student scholarship awards for the 2021/2022 and 2022/2023 academic years.

The City would reimburse Woodland Community College based on funds spent for the program. Woodland Community College would provide Outcome Reports to the City documenting program details such as the number of students served, the number that applied for the program, the trends in enrollment at Woodland Community College of students from Woodland, etc. (the report parameters are outlined in the Agreement).

Conclusion: Staff recommends that the City Council authorize the Mayor to execute an agreement with Yuba Community College District, by and through its college Woodland Community College, to allocate funds for the Woodland Promise Program.



Ken Hiatt
City Manager

Attachments:

1. Woodland Promise Program MOU council
2. Woodland Promise Program Resolution

**AGREEMENT BETWEEN CITY OF WOODLAND AND THE YUBA
COMMUNITY COLLEGE DISTRICT**

This Agreement is made by and between the City of Woodland, a California municipal corporation (“City”), and the Yuba Community College District, by and through its college, Woodland Community College (“Provider”) as of March 1, 2021.

Whereas, City has allocated City funds for the purpose of implementing a last dollar scholarship program (the “Program”) to pay the fees for qualified Woodland residents who graduate from any high school within the City of Woodland and attend any one of the three Woodland Community College campuses during the 2021/2022 and 2022/2023 academic years. The services will benefit the City of Woodland and its residents by encouraging Woodland residents graduating from high school to pursue a college education and to provide educational opportunities for students who may not otherwise be able to afford to continue their education.

City and Provider agree as follows:

1. Term. The term of this Agreement shall be as set forth in Exhibit A.
2. Programs and Services. Provider will provide the services described in Exhibit A, entitled “Scope of Services.”
3. Funding and Use of Funds. City has allocated funds for the Program of up to \$100,000 to establish the Woodland Promise Program for the 2021/2022 and 2022/2023 academic years. The funds shall be disbursed to Provider as set forth in Exhibit A and shall be used by Provider solely for the purposes, and subject to the terms, set forth in Exhibit A.

a. Failure to use the funds for the purposes described in Exhibit A and pursuant to the terms of this Agreement shall be considered a material breach of this Agreement. Provider shall reimburse City for all funds not used for the purposes described in Exhibit A.

b. Minor changes in the use of funds may be approved in writing by the City Manager or his or her designee. “Minor” means a change of use for no more than thirty percent (30 %) of the funds allocated to Provider, or a change which does not alter the core objectives of the service provided with the funds.

4. Documents, Reports and Records.

- 4.1 Record Retention. Provider shall at all times maintain a complete and current set of financial and statistical records of all its activities which shall clearly reflect the application and use of the funds paid to it by City.

4.2 Inspection of Records. All such records required to be maintained shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Provider. Recognizing, however, that Provider may from time to time render services to recipients that are personal and confidential in nature, provider will not provide City with access to student education records as those are defined under the Family Educational Rights & Privacy Act unless an appropriate exception exists, or the student provides written authorization. Upon receipt of any confidential records, City will at all times maintain that confidentiality and will not require a public record to be made or provided that would serve to violate the confidentiality requirements of Provider. Any inspection or audit shall be made by City's Finance Officer, or a designee of the Finance Officer.

4.3 Required Reports. Provider shall file Exhibit B, "Report for Use of City Funds," with the City on or before the dates set forth on Exhibit A. If payments of City funds are to be made in more than one installment, payment of the second and subsequent payments will not be made until any required reports have been filed and approved by the City Manager or his or her designee. Provider shall file Exhibit C, "Outcomes Report," with City on or before the date set forth on Exhibit A.

5. Non-Discrimination. Provider agrees that in the performance of this Agreement and in the provision of any services funded in whole or in part by the grant made by City to provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person, on the basis of a person's race, ancestry, religion or religious creed, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, gender, gender identity, gender expression, pregnancy or pregnancy related condition, sexual identity, sexual orientation, political affiliation, or belief, or military and veteran status. In the event that Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

6. Indemnification. Provider shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, arising from the performance of this agreement to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Provider or its employees, subcontractors, volunteers, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Provider shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the

AGREEMENT FOR SERVICES NO.: 2161

actions of Provider or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Provider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

7. Insurance. Provider shall comply with the insurance requirements contained in Exhibit D, "Insurance Requirements," and shall procure, at its own cost and expense all insurance coverages listed in Exhibit D before commencing services, projects, or programs with allocated City funds. Provider shall provide proof of such coverage, including certificates of insurance and endorsements, prior to receiving City funds.

8. Attribution. Provider shall include the following language, or such other language as the City may subsequently provide for this purpose, in any and all printed materials promoting or describing the programs and services to be provided pursuant to this Agreement: "Supported in part by Measure J Funding from the City of Woodland." That language may be requested to be in proportional type size to the total area of any printed material.

9. Provider Not an Agent. Except as City may specify in writing, Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever. The parties are independent contractors.

10. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

11. Amendments. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by an authorized official of both parties.

12. Integration. This Agreement, including Exhibits A, B, C, and D, attached hereto and incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

13. IRS Form W-9. Provider shall complete and submit Internal Revenue Form W-9 to the City before execution of this Agreement. The City's Finance Officer shall have the ability to waive this requirement.

Signatures on following page.

AGREEMENT FOR SERVICES NO.: 2161

14. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY:

PROVIDER:

Tom Stallard, Mayor
City of Woodland

Dr. Art Pimentel, President
Woodland Community College

Date: _____

Date: _____

Attest:

Ken Hiatt, City Manager
City of Woodland

Kuldeep Kaur, Vice Chancellor,
Administrative Services
Yuba Community College District

Date: _____

Date: _____

Dr. Douglas Houston, Chancellor,
Yuba Community College District

Date: _____

Approved as to Form:

Ethan Walsh, City Attorney
City of Woodland

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Provider: Woodland Community College
Address: 2300 E. Gibson Rd.
Woodland, CA 95776

Contact Person Title: Dr. Art Pimentel, President, Woodland Community College

Telephone: 530-661-5710
Email: apimente@yccd.edu

Funding Allocation: up to \$100,000.00

Term: July 1, 2021 – June 30, 2023

Services to be provided: Provider shall establish and implement a two-part promise program referred to as the Woodland Promise Program. This program has two components: a fee-free component called the Woodland College Promise” (WCP), and a scholarship component called the Woodland Stars Scholarship.

The WCP program will cover up to two-years of community college fees for eligible Woodland students. Students graduating from a high school in the City of Woodland within a 12-month period prior to enrolling in the program will be eligible for the WCP component of the Woodland Promise Program. In establishing the fee-free WCP program, Provider will create an application process which will include documentation that the students meet all eligibility criteria at the time of graduation from a high school within the City of Woodland that includes a one-year residency within the City of Woodland and has graduated from any high school in the City of Woodland within a 12-month period. New cohorts of students will be eligible to apply for this program in Year 1 and Year 2 of the program.

The Woodland Stars Scholarship program is a points-based scholarship of up to \$1,000 per year for additional discretionary college expenses. Only those successfully completing the Woodland College Promise program can apply for the Woodland Stars Scholarship. Implementation of the Woodland Stars Scholarship component of the Woodland Promise Program is scheduled to begin in fall 2022. The program may provide for eligible students to receive scholarship money that can be used toward the payment of college expenses including textbooks and other required supplemental materials for enrolled classes. In establishing the Woodland Stars Scholarship, Provider will create an application process which will include documentation of eligibility and scholarship points scored. This program will only be offered in Year 2.

1. Units of Service to be Provided: N/A

2. Use of Funds: The Funds shall be awarded as follows:

A. Funds provided to Students:

For each WCP Recipient: Payment of current enrollment fees for the Woodland College Promise Program recipients not eligible for the Financial Aid Fee Waiver, will include a maximum of \$46/unit x 15 units (\$690.00); Student Representation Fee of \$2; Health Fee, \$10.00; and Parking Fee, \$40.00. The current cost to attend Woodland Community College is \$742.00 per semester if a student is enrolled in 15 units (fees are subject to change by California State Legislature).

For each Woodland Stars Scholarship Recipient funding will be provided according to the following priorities:

- First Priority – Woodland Community College Bookstore credit for textbooks, textbook rentals, instructional supplies and required supplemental materials for enrolled classes.
- The City of Woodland will provide additional funding for marketing and outreach materials, not to exceed \$5,000 for the term of this Agreement.
- The College will support the Woodland Promise Program by assigning current Student Outreach and Engagement Personnel to support the outreach and marketing of the program in the City of Woodland.

Total sum of Woodland Promise Program funds expended shall not exceed \$100,000 per the term of this agreement.

3. Eligibility Criteria for Qualification of Recipients for Services:

A. Woodland College Promise:

In order to be eligible to have fees covered by the Woodland College Promise students must demonstrate that they meet the following criteria:

- Woodland residency - Proof of physical residency will be established from the FAFSA or the California Dream Act application and transcripts or other enrollment records from a high school within the City of Woodland or the Woodland Joint Unified School District (WJUSD).
- Students have been a Woodland resident for at least one-year (same as the California College Promise Grant formally the Board of Governor's Fee Waiver) as demonstrated by one or more of the means identified above.
- Students must enroll within 12 months of graduating from high school (excluding summer).
- Completion of a Student Educational Plan showing a declared major (program of study) leading to a degree/certificate or transfer goal at WCC.
- Full-time enrollment (12 or more units) at WCC (Disability Services and Programs for Students (DSPS) exemption may apply).
- Completion of a FAFSA form or the California Dream Act Application.
- Students may receive a fee waiver, if they meet the eligibility requirements, for two years (while funding is available)

B. Woodland Stars Scholarship:

In order to be eligible to apply for the Woodland Stars Scholarship, students must have met all eligibility criteria for the Woodland College Promise (see above). Only those successfully completing the Woodland College Promise Program can apply for the Woodland Stars Scholarship program. Scholarship applicants will be assigned points based on the following:

- Provide proof of civic engagement or volunteerism within the City of Woodland during their first year at WCC for up to 120 hours of volunteered time per year.
- High school GPA and, if appropriate, college GPA.
- Completion of a Student Educational Plan showing a declared major (program of study) leading to a degree/certificate or transfer goal at WCC (ideally enrollment in a Career Pathway at WCC that includes EMT, Administration of Justice, Agriculture, Culinary Arts, or Business). *City to approve final criteria for this category before Year 1 commences.*
- Completion of a work-based ready internship in Woodland that is associated with the student's educational program for up to 80 hours for the year. This requirement can be met by participating in the College Work-Study Program at WCC. *City to approve final criteria for this category before Year 1 commences.*

Scholarship awards are subject to the guidelines outlined above and contingent upon successful completion (grade of "C" or better or Pass) of 66% or more of units attempted for fall 2021 and spring 2022 classes with a 2.0 GPA.

Each program recipient enrolled under the Woodland Community College/Woodland Promise Program must successfully complete (grade of "C" or better or Pass) 66% or more units of his or her courses attempted to be eligible for continued enrollment in the program and to qualify for the Woodland Stars Scholarship Program during their second year of their academic program.

Provider shall keep documentation confirming eligibility requirements were met. In order to remain eligible for the Promise Program(s), students must meet all Woodland Community College academic eligibility requirements.

Allocation and Payment of Funds: The City shall pay the funds to provider as follows: The provider will invoice the City of the actual expenses for tuition costs, names of students served, and disbursement of scholarship funds upon receipt of invoice from WCC with final number of awardees each semester. The City dollars are "last dollar" funds for fee portion of program of up to \$100,000 to cover the student fees and 50 student scholarship awards for the 2021/2022 and 2022/2023 academic years.

4. Reports: Provider shall file the following reports with City on the dates set forth below

: 4.1 Report for Use of City Funds: annually or as requested by the City of Woodland

e City of Woodland

4.2 O The Outcomes Report shall include the information set forth in Exhibit C.
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EXHIBIT B

REPORT FOR USE OF CITY FUNDS

Provider: Woodland Community College
Address: 2300 E. Gibson Rd.
Woodland, CA 95776

Contact Person/Title: Dr. Art Pimentel, President, Woodland Community College
Telephone: 530-661-5710
Email: apimente@yccd.edu

- 4.1 Report Due Dates annually within 60 days of the end of Spring semesters or as requested by the City of Woodland

Report Accounting Period:

- Fall 2021 semester through Spring semester 2023

City funds received during reporting period:

Report shall list amount awarded to each recipient to include Enrollment Fees, Student Representation Fee, Health Fee, Parking fee, textbooks, textbook rentals and required supplemental materials for enrolled classes purchased using WCC College Bookstore.

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

EXHIBIT C

OUTCOMES REPORT

Provider: Woodland Community College
Address: 2300 E. Gibson Road
Woodland, CA 95776

Contact Person/Title: Dr. Art Pimentel, President, Woodland Community College
Telephone: 916-804-1370
Email: apimente@yccd.edu

Report Due Dates: annually within 60 days of the end of spring semesters or as requested by the City of Woodland

- Report Information:

Following Spring semester WCC will provide the City of Woodland with the following data:

- # of students who applied for the Woodland College Promise program
- # of students accepted into the Woodland College Promise program
- # of those accepted into the Woodland College Promise program who enrolled at WCC.
- Woodland high school student enrollment trends at WCC.
- Basic demographics of Woodland College Promise Program applicants and those enrolled through the Program.
- Basic demographics of Woodland high school graduates enrolled at WCC = gender, race/ethnicity, age group.
- Fall and Spring semester course retention and course success rates for participants in the Woodland College Promise program. *
- Fall to Spring college persistence rate for participants in the Woodland College Promise program. *

*Note: In order to protect student rights under FERPA, all data will be aggregate and data from groups with N<10 will be repressed.

EXHIBIT D

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Provider, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by the Provider and its agents, representatives, employees, volunteers and subcontractors.

Provider shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Provider shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

City may approve reduced coverage amounts after review by the Finance Director and City Attorney.

1. **Workers' Compensation.** Provider shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Provider. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Provider may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Provider, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

2. **General/Commercial Liability Insurance.**

2.1 **General requirements.** Provider, at its own cost and expense, shall maintain commercial general liability or general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability or general liability insurance shall be per occurrence, combined single limit coverage for

risks associated with the work contemplated by this Agreement. If a commercial general or general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

2.3 Sexual Molestation and Abuse Coverage. Any Provider using City funds to provide direct services to children shall maintain sexual molestation and abuse coverage in an amount no less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

3. Automobile Liability Insurance.

3.1 General requirements. When applicable, Provider, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not

less than ONE MILLION DOLLARS (\$1,000,000.00). The automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2 Minimum scope of coverage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

3.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Provider, including the insured's general supervision of Provider; products and completed operations of Provider; premises owned, occupied, or used by Provider; and automobiles owned, leased, or used by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Provider to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. All Policies Requirements.

4.1 Verification of coverage. Prior to beginning any work under this Agreement, Provider shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.2 Subcontractors. Provider 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.

4.3 Deductibles and Self-Insured Retentions. Provider shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. General Liability and Automobile liability – self-insured retention is \$250,000. Workers’ compensation – self-insured.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Provider may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Provider procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4 Waiver of Subrogation. Provider hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Provider agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Provider, its employees, agents, and subcontractors.

4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Provider shall provide written notice to City at Provider’s earliest possible opportunity and in no case later than five (5) days after Provider is notified of the change in coverage.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH YUBA COMMUNITY COLLEGE
DISTRICT THROUGH ITS COLLEGE WOODLAND COMMUNITY COLLEGE FOR THE
WOODLAND PROMISE PROGRAM**

WHEREAS, the City of Woodland and Yuba Community College, through its Woodland Community College, both share a vision for Woodland youth to continue their education after completing secondary schooling; and

WHEREAS, some residents that are recent graduates of Woodland high schools may not be able to afford to continue their education; and

WHEREAS, Woodland Community College has identified a program that they would operate to provide a fee-free program and scholarships for eligible Woodland residents; and

WHEREAS, the City of Woodland has identified \$100,000 for the FY22 budget to fund the fee-free program (Woodland College Promise) and scholarship program (Woodland Stars Scholarship), collectively referred to as “Woodland Promise Program” for a two year period starting on July 1, 2021 through June 30, 2023, and

WHEREAS, students based on meeting eligibility requirements, can receive assistance from the Woodland College Promise Program and also from the Woodland Stars Scholarship Program, and

WHEREAS, only those successfully completing the Woodland College Promise Program can apply for the Woodland Stars Scholarship Program.

NOW, THEREFORE, BE IT RESOLVED that the Woodland City Council hereby authorizes the Mayor to execute an Agreement with the Yuba Community College District, by and through its college, Woodland Community College, to allocate funds for the Woodland Promise Program, in substantially the form attached hereto as Exhibit A. The City Manager is hereby authorized to make changes to the Agreement such that the changes do not alter the intent of the program or the City’s financial contribution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 2nd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk