



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

September 19, 2023
6:00 PM

CITY COUNCIL

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

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. LAND ACKNOWLEDGEMENT**
- E. COMMUNICATIONS - PUBLIC COMMENT**

This is an opportunity for the public to speak to the Council on any item other than those listed 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

- 1. **SUBJECT: General Public Comments**

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

F. 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.

G. PRESENTATIONS

3. SUBJECT: Sister City Visit: La Piedad de Michoacan, Mexico

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from members of the planning committee for the upcoming delegation visit from Sister City of La Piedad de Michoacan, Mexico.

H. CONSENT CALENDAR

4. SUBJECT: National Hispanic Heritage Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing September 15, 2023 through October 15, 2023 as National Hispanic Heritage Month in Woodland

5. SUBJECT: National Diaper Need Awareness Week Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim September 18 - 24, 2023 as National Diaper Need Awareness Week.

6. SUBJECT: Public Works Quarterly Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of June 2023 through August 2023.

7. SUBJECT: Carry-Over from FY2022/23 to FY2023/24 Unencumbered Appropriations

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2022/23 to fiscal year 2023/24, totaling \$5,072,669.

8. SUBJECT: Woodland Research and Technology Park Specific Plan - Second Reading for Rezoning and Development Agreements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a second reading and adopt the following ordinances:

1. Ordinance No. 1707, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Anne-Elizabeth Beeman and Bullseye Land Company, LLC.
2. Ordinance No. 1708, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Costalotta Partners, LLC.
3. Ordinance No. 1709, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Thomas C. Heaton and Olga Chengaeva.
4. Ordinance No. 1710, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and

Sewmawpaw Woodland, LLC.

5. Ordinance No. 1711, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Spencer Revocable Living Trust.

6. Ordinance No. 1712, Establishing Zoning Designations (Rezoning) for the Woodland Research and Technology Park Specific Plan, adding Chapter 17.04.070, Woodland Research and Technology Park Specific Plan, to the City of Woodland Municipal Code, Title 17, and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Woodland Research and Technology Park Specific Plan.

9. SUBJECT: Receive Fiscal Year 2023 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Fiscal Year 2023 report on the City's affordable housing loan portfolio and use of affordable housing funds.

10. SUBJECT: Staybridge Suites Offsite Improvement Project, Contract Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services amendment for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$110,597.91 for a total agreement amount of \$151,587.91 and authorize the City Manager to execute the amendment.

11. SUBJECT: Resolution Accepting the Public Improvements for Subdivision Final Map 5155 Parkside Phase 3.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5155 Parkside Phase 3.

12. SUBJECT: East Main Street Improvement Project, CIP 13-05; Final Acceptance and Notice of Completion

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the E. Main Street Improvement Project, CIP 13-05 construction contract as complete and authorize the City Clerk to file a Notice of Completion.

13. SUBJECT: Approve Amendment #1 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation and Transportation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of \$12,000 of Measure F Funds from Measure E/F Planning - Management project, CIP 06-06, to the I-5/SR113 Freeway to Freeway Project, CIP 24-06. (2) Authorize amendment #1 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$72,000.

14. SUBJECT: Waste Management Performance Review Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$65,000 to the Recycling Fund (2250) for the Performance Review of Waste Management.

I. PUBLIC HEARINGS

15. SUBJECT: Public Hearing and Approval of Fiscal Year 2022/23 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2022/23 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt Resolution No. _____, approving the FY 2022/23 CDBG CAPER in substantially the same form presented to Council and incorporating public comments received at the public hearing; and
3. Authorize the City Manager or designee to finalize and submit the CAPER to the U.S. Department of Housing and Urban Development after the conclusion of the 15-day public comment period.

J. REPORTS OF THE CITY MANAGER

16. SUBJECT: Comprehensive Zoning Code Public Release

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Public Review Draft of the Comprehensive Zoning Code and an outline of the public review process.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, September 19, 2023 was posted on Friday, September 15, 2023 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.


Ana B. Gonzalez
City Clerk

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

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such

modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: E.1
SUBJECT: General Public Comments

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Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: F.2
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED CITY COUNCIL LONG RANGE CALENDAR

October 3RD

REGULAR MEETING

Mexican-American Concilio 50th Anniversary Proclamation
Breast Cancer Awareness Month Proclamation
City Council Meeting Minutes of September 5, 2023 and September 19, 2023
Facility Naming Policy Update
Second Reading and Adoption of an Ordinance revising Sections within Chapter 9.28, “Offenses – Miscellaneous,” to Title 9 of the Woodland Municipal Code

October 17TH

REGULAR MEETING

Rule 20A Undergrounding District
Armfield / Lemen Avenue - Neighborhood Framework Report

November 7TH

REGULAR MEETING

Annexations – Westucky, Barnard Court, North East Street, & Industrial Area
Establishment of Rates for Public EV Chargers

November 21ST

REGULAR MEETING

Rule 20A Undergrounding District

Future Topics / Study Sessions:

Fire Department Strategic Plan – (December)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: G.3
SUBJECT: Sister City Visit: La Piedad de Michoacan, Mexico

Recommendation for Action: Staff recommends that the City Council receive a presentation from members of the planning committee for the upcoming delegation visit from Sister City of La Piedad de Michoacan, Mexico.

Background:

The Woodland City Council named La Piedad, Michoacan, Mexico as its Sister City on February 15, 2005. This designation recognizes that many Woodland residents have family ties to La Piedad, another community with a rich agricultural heritage and comparable in size. Since the inception of the sister city concept, the city of Woodland has worked to strengthen the relationship between the City of La Piedad and celebrate the rich heritage and culture that exists between both cities.

In 2005, a delegation from La Piedad visited the City of Woodland, led by former La Piedad Mayor Arturo Torres, and again in 2009, led by the late Mayor Ricardo Guzman. During these visits, there were multiple community events to celebrate their visit and the rich Mexican heritage shared by both cities. The interest in expanding the collaboration and exchange of ideas between both cities has been mutual. Each of the delegations who visited Woodland toured a variety of city, county, and state agencies and programs to learn about the technology and strategies used to support public safety, education, library services, local government, and clean water technology. Other important benefits include the donation of buses for the underserved population in La Piedad, the development of a teacher exchange program between the local university and Woodland Joint Unified School District, donation of computers, and sustainable agricultural techniques developed by the University of California Davis.

In recent years, the city of La Piedad along with other local governments have made it a priority to help develop goals and strategies to build economic opportunities and develop environmental sustainability plans through educational, governmental, and business partnerships. The relationship was re-established last October when the City, in partnership with numerous community members and organizations, hosted a delegation of over 25 representatives from La Piedad and the region of Michoacán. During the delegation's stay they were able to visit various governmental, educational, and business-related facilities offering them an opportunity to engage in a variety of topics including micro farming and ranching, public transportation, water treatment and management, and public safety. As a result of the connections made during the visit, many new relationships were established which have resulted in meaningful outcomes, such as the donation of up in surplus equipment from the Woodland Fire Department to the La Piedad Fire Department and an educational exchange on the topic of Slow Food with several of our local food entrepreneurs.

Discussion:

The City of Woodland will warmly welcome a delegation from La Piedad from October 4-8, 2023. At the Council meeting on September 19th, Mayor Fernandez and Council Member Vega along with members of the planning committee will provide further highlights of the activities for the upcoming visit.

Conclusion

Staff recommends that the City Council receive an update on the upcoming visit from its Sister City of La Piedad de Michoacan, Mexico.

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

Ken Hiatt
City Manager

Attachments:

1. Sister City Delegation - 2023 Itinerary



Sister City Itinerary | October 4 – 7, 2023

*Michoacán Regional Delegation
Woodland, Yolo County, California*

Wednesday, October 4th

Breakfast at Hotel

- 10:30am – Official Welcome Reception hosted by the City of Woodland
 - Visit City Departments: Woodland City Hall & Woodland Police Department
- 12:00pm – Lunch hosted by Yolo County Supervisor Angel Barajas
- 1:30-4:30pm – Tour Yolo County Facilities including Administration, Public Works & Elections
- 5:00pm – Break at Hotel
- 6:00pm – Dinner at The Hive hosted by Josh Zeldner and Familia

Thursday, October 5th

- 7:00am – Breakfast hosted by the Woodland Sunrise Rotary Club
- 9:00am – Tour of Woodland/Davis Clean Water Agency – Water Resiliency Presentation
- 11:00am – Tour of Durst Organic Farms
- 1:00pm – Lunch hosted by the City of Woodland
- 2:00 – 4:00pm Tour of Matchbook Winery (Grape Harvest)
- 5:00pm – Farm City Dinner

Friday, October 6th

Breakfast at Hotel

- 8:30am – Beamer Elementary Presentation and Woodland Joint Unified School District
- 11:00am – Breast Cancer Awareness Binational Walk with “Thriving Pink” (Beamer School walk)
- 12:00pm – Lunch hosted by the Concilio of Yolo County at the Community and Senior Center
- 1:30pm – Yolo County Superior Court visit hosted by Yolo Superior Court and Unity Bar of Yolo County
- 5:00pm – Yolo Farmworkers Festival in Downtown Woodland

Saturday, October 7th

Breakfast at Hotel

- 8:30am – Holy Rosary New Church site blessing with Bishop Soto and Fr. Molina
- 10:00am – Stroll Through History and Tour of Gable Mansion
- 12:00pm – Lunch and tour of Woodland Fire Station #3 hosted by the WFD Association
- 2:00pm – Rest time or Shopping
- 6:00pm – Dinner hosted by Dr. Artemio Pimentel



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.4
SUBJECT: National Hispanic Heritage Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation recognizing September 15, 2023 through October 15, 2023 as National Hispanic Heritage Month in Woodland

Staff Contact:

Ana B. Gonzalez, City Clerk - 530.661.5806

Background:

Every year from September 15th to October 15th, we celebrate National Hispanic Heritage Month as a way to honor the distinctive histories and cultures of Hispanics in the U.S. and the many ways in which they have contributed to America's development.

The 2023 National Hispanic Heritage Month theme, "Latinos: Driving Prosperity, Power, and Progress in America", highlights the contributions of Hispanics to America's economic, political, and social growth.

During National Latino Heritage Month we recognize the many contributions made and the important presence of Latino Americans in the United States, and celebrate their heritage and culture.



Ken Hiatt
City Manager

Attachments:

1. Proclamation National Hispanic Heritage Month 2023

CITY OF WOODLAND

PROCLAMATION HISPANIC HERITAGE MONTH 2023 LATINOS: DRIVING PROSPERITY, POWER, AND PROGRESS IN AMERICA

WHEREAS, Hispanic Heritage month was enacted into law on August 17, 1988 and the US celebrates from September 15 through October 15; and

WHEREAS, the term Hispanic refers to communities from Spain and other Spanish-speaking countries, excluding Brazil; Latino refers to communities from Latin America; and Chicano refers to all Spanish-speaking and original Indigenous peoples who trace their heritage to Latin America and Africa; and

WHEREAS, September 15 was selected as this celebration's start date to coincide with the Independence Day celebrations of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico, Chile, and Belize observe their independence on September 16, 18, and 21, respectively; and

WHEREAS, Chicano, Latino, and Hispanic people have had a profound and positive influence in the United States through their strong commitment to family, hard work, and public service, among many other qualities. They have enhanced our national character with traditions that reflect the diverse customs of their communities and Woodland is a more vibrant place because of them; and

WHEREAS, Chicano, Latino, and Hispanic people have and continue to serve as Civil Rights leaders, educators, public servants, business owners, activists, artists, colleagues, friends, and much more in our community and across the world; and

WHEREAS, the State of California is home to 15 million Latinos; More than half the K-12 student population in California is Latino; and roughly 49% of Woodlanders identify as Hispanic or Latino; and

WHEREAS, the City of Woodland is proud to celebrate our Chicano, Latino, and Hispanic neighbors by partnering on an upcoming Downtown First Friday Craft Fair and Celebration on October 6, installing Papel Picado on First Street, hosting the second annual Yolo Growers and Farmworkers Festival, and more; and

WHEREAS, even today, Chicano, Latino, and Hispanic people persist through discrimination and prejudice to build and grow their communities undeterred, and we remember those who have long led the ongoing movement for justice and equality.

WHEREAS, the theme for the 2023 Hispanic Heritage Month celebration is "Latinos: Driving Prosperity, Power, and Progress in America". The theme recognizes the significant achievements of the Hispanic community in the economic and political industries; and

NOW THEREFORE, BE IT RESOLVED that the City Council of Woodland proclaims the month beginning on September 15 and ending on October 15, 2023 as National Hispanic Heritage Month and encourages all Woodlanders to commemorate this occasion.

DATED: September 19, 2023

Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tempore
Mayra Vega, Council Member

Tom Stallard, Council Member
Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.5
SUBJECT: National Diaper Need Awareness Week Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim September 18 - 24, 2023 as National Diaper Need Awareness Week.

Discussion:

The National Diaper Bank Network leads (NDBN) a nationwide movement dedicated to helping individuals, children and families access the basic necessities they require to thrive and reach their full potential including clean, dry diapers, period supplies and other basic needs.

Launched in 2011 with the support of founding sponsor Huggies®, NDBN is dedicated to creating awareness, providing assistance and building community to #EndDiaperNeed in the US. Its active membership includes more than 300 basic needs banks serving local communities in all 50 US states, the District of Columbia and Puerto Rico.



Ken Hiatt
City Manager

Attachments:

1. National Diaper Need Awareness Week Proclamation

CITY OF WOODLAND

PROCLAMATION RECOGNIZING DIAPER NEED AWARENESS WEEK

WHEREAS, one in three families in our communities experience diaper need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, dry and healthy; and

WHEREAS, National Diaper Need Awareness Week is a signature initiative of the National Diaper Bank Network that provides individuals, organizations, communities, and elected officials the opportunity to engage in real talk and simple actions to eliminate diaper need; and

WHEREAS, Yolo Diaper Bank was established in 2018 by a group of community volunteers to help end diaper need in our communities and has distributed over 300,000 diapers to agency partners in the past five years; and

WHEREAS, by working together we can ensure that all babies have access to clean diapers and other basic necessities required for them to thrive and reach their full potential; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland hereby proclaims the week of September 18 – 24, 2023 to be Diaper Need Awareness Week in Woodland, California.

DATED: September 19, 2023

Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tempore

Tom Stallard, Council Member

Mayra Vega, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.6
SUBJECT: Public Works Quarterly Report

Recommendation for Action: Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of June 2023 through August 2023.

Staff Contact:

Craig Locke, Public Works Director, 530-661-5899, craig.locke@cityofwoodland.org

Background:

This quarterly report covers the period from June 2023 through August 2023. The report presents a summary of Service Requests and Work Orders received, and also contains a narrative description of major work performed and notable department highlights.

Conclusion:

Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of June 2023 through August 2023.

Prepared by: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. June23-Aug23 PW Quarterly Report - Final

Quarterly Status Report
June 2023 through August 2023
Public Works Department



Service and Work Order Requests

For the Months of Jun. 23 – Aug 23		
Division	Service Requests	Work Orders
Electrical	71	73
Facilities	109	123
Fleet		290
Pretreatment	0	147
Sewer	36	332
Signs & Markings	9	91
Storm Drain	1	22
Streets	100	42
USAs	860	13
Water	738	420
WPCF		193
Grand Total	1,924	1,746

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

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

Total for Calendar Year 2023

Service Requests
3,410

Work Orders
4,344

Working Days This Quarter = 65

30 Requests for Service per Day

Right-of-Way Division

Electrical - CIP/Development Projects:

- ROW Electrical Group is currently inspecting Gibson Rd rehab Traffic Signals, with each of the 5 Traffic Signals of Gibson & Cottonwood, West St. College, Coloma, and East St. running once again in normal operations.

Electrical – Traffic Signals:

- The ROW Electrical Group continues re-lamping with highly efficient LED signal lenses at various signal locations. The Group has replaced batteries at 11 existing solar radar feedback signs, and each has been confirmed operational.
- Electrical Upgraded 4 traffic signal BBS invertors within existing battery backup cabinets.

Electrical - Street Lights:

- Electrical has continued to convert post top street light at the I5 overpass to highly efficient LED's. Currently we have upgraded a total of 20 fixtures on County Road 102.

Electrical – Misc.

- Electrical Group completed repairs to Spring Lake Promenade Clock with new clock motors, clock hands, pedestal conduit, wiring, and new electronic programmable clock controller.
- Electrical Group upgraded the City Park Tennis Court lighting, to new high efficacy LED lighting.

Electrical- Industrial Electrical:

- The Industrial Electrical Group has completed underground and poured pedestals for the new EV charging station at Woodland Hotel Parking Lot. The project is nearing completion.
- Completed LED retrofit at the WPCF U.V. structure.
- Completed new Audio System Install at Brooks Pool.
- Installed new Motor Operated Valve (MOV) at the WPCF influent station.
- Recycled water hydrostatic tank was repaired and a pressure sensor was added. This will increase efficiency and reliability of our Recycled Water delivery.

Signs & Markings- Sign Knockdowns:

- The Signs Group repaired / replaced 7 knocked down sign this Quarter.

Signs & Markings:

- The Sign Group replaced 4 damaged Stop Signs, 4 School Signs that was faded on Oak and Elm, and 1 Pedestrian Crossing sign on Somerset.

Signs & Markings- New Signs Installed:

- The Sign Group installed 6 new No Parking Signs on Deaner Ave. Installed new Speed Limit Sign on Maxwell Ave.

Signs & Markings- Road Improvements:

- The Sign Group removed and replaced Raised Pavement Markers (RPMs) and thermo markings on W. Kentucky from West St to Ashley. We used 433 Reflectors and 1204 Buttons.
- Install new thermo on School Crosswalk at Beamer St and West St.
- Cleaned 33 School crosswalks.

Streets - Sidewalk Replacement Project:

- The Streets Crew completed the sidewalk replacement annual project. This project encompassed total of 21 sidewalks locations with a total of 5296 sf of concrete replaced. Streets- Pothole Repair:
- The Streets Crew filled 56 pot holes using 3.74 tons of hydro.
- Streets Group Skin Patching:
- The Streets Crew skin patched 13,752 sf of roadway at Bartlett Ave from College St to First St. We also skin patch 126,803 sf from West St. to Ashley Ave.
- Streets – Mastic:
- The Streets Crew used the mastic machine to seal the seams and edges on the W Kentucky Project. The crew used 964 boxes and put down 19,410 square feet of mastic.

Fleet & Facilities

- Fleet Services: Inventory system switch from turn based ordering system to bulk item ordering to save on cost and staff time.
- Fleet Services: Worked with PD and Enterprise Fleet Services on receiving new Interceptors well ahead of schedule proposed by upfit vendor
- Fleet Services: Heavy Equipment Mech acquired new skill to upfit 11 new vehicles saving the City \$1000 Per Vehicle.
- Fleet Services: Sustainability plan for a greener fleet started with Fellowship Intern Lydia Rice
- Fleet Services: Major Failure of Crane truck 10-100 identified by third party inspection. Remedied and put back into service
- Fleet Services: New GPS Implementation Plan finalized. Units to be installed during 4th quarter
- Fleet Services: PD to take over majority of Acquisition process for heavily upfit vehicles.
- Facilities Services: HVAC Units at Library, City Hall, and CSD Scheduled for replacement.
- Facilities Services: Installed new remote viewing Camera at New City Hall Security Door in CM area.
- Facilities Services: HVAC Controls at Library upgraded to allow 24/7 Monitoring, unit output, and notifications/alarms to assist in overall health of HVAC units.
- Facilities Services: MSC procured materials for City Staff to mitigate roof leaks that have plagued the facility for years. Application to start in 4th quarter
- Facilities Services: Received quote to identify source of PD Boiler issue and associated remedies.

Public Works Admin

- Dominique Bonino was promoted to a well-deserved Administration Clerk III position after being the only consistent Admin for over a year.
- The Admin Team hired Julisa Pedroza as the Administration Clerk III, and Courtney Morgan as the Administration Clerk II.

- Lydia Rice, the Public Works Civic Fellow assisted in updating policies and procedures that are crucial to our everyday work life. She assisted the Public Works Management Analyst in creating alternative documents outlining our current practices that differed from existing policies that Public Works doesn't have authority to update.
- The Admin Team also hosted Intern, Eliza Meyer this summer who helped Public Works get organized. She was our Swiss Army Knife, taking on any task given.
- Admin Staff processed 1,580 invoices and 157 Cal Card receipts
- Admin Staff answered 4,344 public calls with an average duration of 1 minutes and 57 second.

Utilities Collections - Sewer and Storm Divisions

Preventive Maintenance

- The Collection's Division responded to 37 Service Requests with an average response time under 30 minutes. Crews performed routine inspections @ City Storm Lift Stations along with weed management on 15 miles of open Storm ditches. Preventive Maintenance Vac-con crews cleaned 96,205 feet of gravity mainline pipe. CCTV Van crews shadowed inspecting 47,929 feet this quarter. Additionally, crews inspected 10,782 feet of lower sewer service laterals and rodded 169 feet of root intrusion. This effort greatly helps reduce sewer spills reporting only 2 in August & 0 for the months of June & July.

Operation & Maintenance

- Operation & Maintenance replaced 65 feet of sewer service laterals & 17 feet of sewer gravity mainline. Staff also installed 7 Sewer clean out access points at back of walk. In addition to replacing 78 feet of Storm pipe & two drain inlet boxes.

Personnel

- Kevin Eagle was promoted to Utility Maintenance Worker III on July 17th. Then on July 31st David Ruvalcaba, Gabe Macias, Luis Ramirez & Antonio Guevara started as Utility Maintenance Worker I/II. We are currently looking to backfill remaining two vacant positions in Autumn.

Projects

- Yolo Bypass West Levee storm culvert project making significant process. Matmor & Gum Ave is paved and iron is being raised. Future CIP 23-20 Homewood Dr. Coloma Way project investigation is taking place. Reviewing video and launching laterals to determine all Sewer deficiencies. Performed punch list walk with inspector on Gibson Rd. Currently taking place is the ditch widening project of South Canal Ditch.
- Sanitary Sewer overflows: 2
- Lower Sewer Lateral Replacements: 11
- Sewer Service Requests: 36
- Storm Service Requests: 1
- Work Orders Generated: 354

Utilities - Water Production and Distribution Division

- Wells: The City is currently receiving approx. 12.1 million Gallons a Day (MGD) from the T-plant. At 5am on Thursday 6-29-23 the T-plant experienced another electrical issue causing it to run on generator power for 21 days. The Plant is back on utility power, they needed to bring in a backup generator to its generator until that could be repaired. At the moment of power loss our system reacted properly due to the efforts of our operators and we made up the difference in demand by using our ASR wells (ran for 4 hrs). Well #30 needs the mechanical seal replaced and these mechanical seals are usually good for 7-10yrs. (that process has started) We can run this well if necessary but we shouldn't need to unless we experience another power issue with the T-plant. Our annual generator maintenance and load bank testing is taking place next week. Issues with the homeless at Well#28 (Freeman Park) continue but as always Woodland PD has been very helpful & responsive.
- Distribution Division: We had one employee transfer from the Sewer dept. on June 19th, we hired another fulltime UMWI on July 6th, and a UMWI temp this last month making us fully staffed again. On August 10th at 1030 the T-plant delivered us a water hammer causing three simultaneous breaks. All of the Water dept. worked together on making these repairs in a very timely matter minimizing impact to our customers. On July 15th, the devastating fires on Lincoln Ave occurred, our staff assisted the Fire Dept. by making sure all valves & hydrants were fully opened and that we were providing as much PSI as the system could handle. We are at the beginning stages of a water meter replacement project and are currently looking into leak detection technology within these meters. O & M continues to work towards our 2023 goals and we are on pace to meet and/or exceed them.
- Preventive Maintenance: Our staff handles approx. 250-300 service requests a month. We're currently wrapping up our annual hydrant maintenance program and will be shifting our efforts to our annual flushing program next quarter. Next quarter we will have completed our goals of the exercising of 2101 valves & painting/maintenance of 505 hydrants in 2023.
- Projects: CIP #22-04 6th & Archer has passed hydro-static and all bacteriological testing, new services and water mains have been connected with this project nearing completion. 400ft of 12" WM has passed all tests and has been connected on E. Main St. as well as the 8" Fire coming off of Matmor Rd. for the Sprouts project. Matmor Rd & Gum project has completed the FDR & paving with raising iron nearing completion. And everyone's favorite Gibson Rd project is complete minus the final punchlist.
- Water Main Breaks Repaired: 12
- Water Main Valves, Fire Hydrants Replaced: 5
- Water Main Valves Exercised: 564

- Water Mains Abandoned: 150ft by Operations
- Water Quality Calls: 27 (mostly due to water softeners)
- Fire Hydrants Annual Maintenance/Painted: 365
- Water Main Shutdowns: 41
- New Water Laterals Installed: 11
- Delinquent Accts Shutoff/On: 218
- Meters Tested: 296
- Meters Replaced: 73

Wastewater Operations Division

Laboratory:

- Laboratory complete performance testing and passed all required tests for this cycle. The Laboratory staff is working on updating the quality control manual for the lab ahead of the upcoming gap analyses visit schedule later this year to evaluate the current status of the TNI transition from ELAP (current state standards for Laboratory's) to TNI. Laboratory staff tests hundreds of samples to monitor the influent and effluent water quality to make sure we stay within our NPDES permit requirements.

Pretreatment:

6/2023 thru 8/2023

Inspections	Permitting/Outreach	Sampling
118	37	4

- Pretreatment Staff continues to conduct residential public outreach door-to-door of "Fat Trappers" to our mobile home and apartment complex residents. Each household receives a small storage container and two disposable bags to dispose of used cooking oil. Along with that comes literature to teach residents on the proper disposal of Fats, Oils & Grease which includes the option to recycle it at our Wastewater Treatment plant for free as well as literature on not flushing items like Q-tips, feminine hygiene products, wipes and other products that can clog our sewer system. Pretreatment staff completed 4 local limits sample events this quarter.

Regulatory Compliance:

- Completed monthly and quarterly reports and submitted to the state.

Water Pollution Control Facility:

- Plant Operations: maintenance projects; repair the two mixer motors on basin #2 and #3, preparing to take a basin out of service for cleaning. UV system maintenance; replacing hydraulic hoses and associated fittings to insure proper operation of the system. Clarifier maintenance took Clarifier #4 out of service for preventative maintenance and cleaning, made the repair to fiberglass panels previously damaged by an earthquake that did not inhibit clarifier operation.
- Recycled Water Delivery: Current production is averaging round 0.4 million gallons a day and total monthly delivery is averaging 13 million gallons.
- Process Flows: This Quarter saw a total flow of 361 million gallons of influent, 326 million gallons of effluent. The plant produced 23 million gallons of recycled/reclaimed water, and sent 12 million gallons of sludge to south ponds for further processing.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.7
SUBJECT: Carry-Over from FY2022/23 to FY2023/24
Unencumbered Appropriations

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2022/23 to fiscal year 2023/24, totaling \$5,072,669.

Staff Contact:

Karie Farnham, Management Analyst II (530) 661-5846, karie.farnham@cityofwoodland.org

Fiscal Impact:

Approval of the staff recommendations will authorize an amendment to the FY2023/24 budget in the amount of \$5,072,669. Funding for carry-over items was previously approved as part of the FY2022/23 budget for specific projects and program expenditures and is available for re-appropriation in FY2023/24.

The following table summarizes the recommended appropriations by fund source:

Fund Summary		Amount
Internal Service Funds	\$	799,044
General Fund	\$	1,929,621
Enterprise Funds	\$	113,453
Special Revenue Funds	\$	1,150,979
Measure F	\$	1,073,321
Measure R	\$	6,250
	\$	5,072,669

Background:

In general, annual budget appropriations that are not expended or encumbered (set-aside to cover costs of existing contractual obligations) by year-end revert back to fund balance and are subsequently available for reappropriation in future budgets. However, each year, selected funding allocations in the preceding annual budget that support specific projects and/or priority needs may be requested for reappropriation. Reappropriation of unexpended and unencumbered funding is typically limited to funding needed to continue multi-year projects as well as funding allocated in the budget for a specific purpose that was unable to be completed prior to year-end. Carry-over requests submitted by each department have been reviewed by finance staff and the City Manager, with recommendations to the City Council based on the following criteria:

1. The fund paying for the carry-over, overall, is in good health.
2. Revenue was analyzed at a fund and department level to ensure that revenues received were consistent with anticipated fiscal year results.

3. Expenditures were analyzed at a fund and department level to ensure expenditure budgets were not in excess of anticipated levels and that adequate savings exist to fund carry-over requests.

4. Consistency of carry-over request with intent of original appropriation.

Departments submitted a total of \$6,299,321 in carry-over requests for the funds described herein. However, due to the criteria outlined above and budget appropriation authority, staff is recommending that \$5,072,669 be carried-over from FY2022/23 to FY2023/24. The detailed carry-over requests that are recommended for approval are attached to this staff report as Exhibit A.

Discussion:

The carry-over recommendation consists of funding requests across six (6) fund types: General (includes Measure J), Internal Service Funds, Enterprise Funds, Special Revenue, Measure F, and Measure R.

Internal Service Fund: Various appropriations are being requested from Internal Service Funds totaling \$799,044. Such requests include an appropriation of \$28,700 to finalize payment of a 5-year plan for purchasing body-worn cameras for the Police Department, an appropriation of \$35,000 to complete the installation of required Opticom transmitters on Fire apparatus, and an appropriation of \$40,779 for a variety of facility maintenance needs. The majority request for funding is \$694,565 for planned vehicle replacements in FY2022/23. However, due to availability and supply constraints, the vehicles were unable to be acquired until FY2023/24.

General Fund expenditure budgets include activities for regular General Fund operations, Measure J activities, as well as the budget for American Rescue Plan (ARP) Revenue Recovery Projects. The staff recommendation for carry-overs in the General Fund includes \$1,541,763 for regular ongoing operations, \$327,859 for Measure J activities, and \$60,000 in ARP carry-overs. General Fund carry-overs include items that have been noted as high priority by the City Council, such as funding for downtown improvement efforts, appropriations in support of economic development, code enforcement abatement, and animal services contract activities. Other carry-overs are for funding that was committed but not spent in the previous fiscal year, such as the funding for North Woodland annexation costs, special events, abandoned RV towing, parking lot upkeep, and other annual operations and maintenance expenses as well as building security upgrades.

Measure J carry-over items include \$100,000 for Advance Peace, \$5,944 for Books and Materials and \$147,000 for Facility Security at the Library, as well as \$74,915 in User Group Seed funding. Funding for User Group Seed was identified and committed by the City Council as seed money to assist various community groups with fundraising for the build-out of the Sports Park at the Community Center; this continues to be carried forward until the user groups submit the required information.

ARP Revenue Recovery carry-over request includes previously approved Thermal Imaging Cameras for the Fire Department.

Enterprise Funds carry-over request is largely a continuation of environmental/sustainability funded activities to satisfy the requirements of Senate Bill (SB) 1383 Tier 2 Food Recovery Program.

Special Revenue Funds carry-over requests are largely funding related to grant programs that can span multiple fiscal years. Requested carry-overs include funding for First-Time Homebuyer Assistance, and environmental/sustainability grant funds.

Measure F includes carry-over requests for the Sidewalk Replacement Project as well as various

park projects for continuation into FY2023/24. Part of this funding is identified each year to carry out citywide park improvement projects. These are priority projects that include deferred maintenance and replacement of structures and amenities.

Measure R includes a minor carry-over request from the Police Department to support the Bridge to Success program in partnership with Yolo County Office of Education for at-risk youth.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2022/23 to fiscal year 2023/24, totaling \$5,072,669.

Prepared by: Karie Farnham, Management Analyst II

Reviewed by: Evis Morales, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Exhibit A - Carryover Items
2. FY24 Carry-Over Budget Resolution

2022/23 BUDGET CARRYOVERS TO 2023/24
UNEMCUMBERED DEPARTMENT REQUESTS (DEPARTMENT DISCRETIONARY ITEMS)

Department	Carry-over Item	Description/Rationale	Staff Recommendation	Fund Name
Administrative Services	State Grant Legacy Disposal	Grant funds will be spent in FY24 (year 2 of 2).	\$ 104,580	State Grants Fund
Administrative Services	SB 1383 Appropriation	Funding to be used in FY24 for Tier 2 Food Recovery program to satisfy City's requirements by calendar year 2024 per Senate Bill (SB) 1383.	\$ 113,453	Recycling Fund
Administrative Services	SB 1383 Grant	Senate Bill (SB) 1383 implementation (year 2 of 2).	\$ 96,941	State Grants Fund
Administrative Services	Electrify Yolo Project	SACOG grant to fund installation of Electric Vehicle charging stations.	\$ 6,055	Environmental Compliance Fund
Administrative Services	Animal Services FY23 Contract	Delay in FY23 contract approval. Contract to be paid in FY24.	\$ 908,950	General Fund
Administrative Services	Mid-Management \$625 Carry-over	Carryover balance for unused \$625 in FY23 to be carried over in FY24 per MMPA bargaining unit MOU.	\$ 991	General Fund
Administrative Services	City Hall Building Improvements	Remaining Budget from FY23 to be used in FY24.	\$ 36,504	General Fund
Administrative Services	Advance Peace	Advance Peace expanded services committed via Measure J.	\$ 100,000	General Fund-Measure J
Community Development	Building Inspection	Funds appropriated in FY23 to be used in FY24.	\$ 51,080	General Fund
Community Development	Plan Check	Funds appropriated in FY23 to be used in FY24.	\$ 8,142	General Fund
Community Development	Code Enforcement Funding	Funding to be used for clean-up and demolition of blighted properties.	\$ 20,995	General Fund
Community Development	Economic Development Funding	Funding for special projects including business attraction and retention.	\$ 63,305	General Fund
Community Development	Annexations	Completion of annexation of various parcels in North Woodland	\$ 33,475	General Fund
Community Services	Downtown Improvements	Downtown projects to continue in FY24.	\$ 7,159	General Fund
Community Services	Parking Lot Maintenance	Maintenance of downtown parking lots will continue into FY24.	\$ 44,420	General Fund
Community Services	Sports Group Seed Funding	Seed funding for community projects to be carried-out at the Community Center/Sports Park.	\$ 74,915	General Fund-Measure J
Community Services	First-Time Homebuyer Assistance	First time homebuyer loan assistance program to continue in FY24. Funds cover loans for low-income households and costs of homebuyer consultant (income determinations, loan underwriting, and other services).	\$ 529,250	Home Grant Fund
Community Services	First-Time Homebuyer Assistance	First time homebuyer loan assistance program to continue in FY24. Funds cover loans for low-income households and costs of homebuyer consultant (income determinations, loan underwriting, and other services).	\$ 210,000	Housing Assistance Grants
Community Services	Park Improvement Projects	Parks projects funded in FY23 to continue in FY24.	\$ 1,023,321	Measure F
Fire Department	Radio Infrastructure Project	Continuation of the Radio Infrastructure Project.	\$ 350,000	General Fund
Fire Department	Thermal Imaging Camera Replacements	Funding approved as part of ARP spending plan for Thermal Imaging Camera Replacement project.	\$ 60,000	General Fund - ARP
Fire Department	Opticom Installation Project	These funds will be used to complete installation of required opticom transmitters on fire apparatus in FY24.	\$ 35,000	Equipment Maintenance Fund
Police Department	Case Investigation	Appropriation to fund out-of-state investigation operations.	\$ 7,742	General Fund
Police Department	Abandoned RV towing	Funding will allow for the continuation of the program and assist with towing needs in FY24.	\$ 9,000	General Fund
Police Department	At-Risk Youth	In partnership with Yolo County Office of Education, funds appropriated for Police Chief to support Bridge to Success program.	\$ 6,250	Measure R

Department	Carry-over Item	Description/Rationale	Staff Recommendation	Fund Name
Police Department	Radio Maintenance	Funds approved in FY18 for 5 year radio replacement plan. Final invoice to be paid to Motorola in FY24.	\$ 28,700	Self Insurance Fund
Police Department	OTS STEP Grant	4th Quarter of Federal grant which expires on 09/30/2023.	\$ 47,840	State Grants Fund
Police Department	Officer Wellness Grant	Remaining State grant funds for expenditures to be incurred in FY24.	\$ 26,304	Other Federal Grants Fund
Police Department	Homeland Security Grant	Radios for Police Department ordered yet pending delivery. Federal grant funding to cover multi-year purchases.	\$ 103,734	Other Federal Grants Fund
Police Department	BHJIS Grant	Funding by State grant for second Co-Responder approved in FY23.	\$ 13,644	Other Federal Grants Fund
Police Department	State Grant	Purchase of required items from State Grant funded in FY23 and to continue in FY24.	\$ 632	Opiod Fund
Library	Books and Materials	Unspent books and materials funding approved in FY23.	\$ 5,944	General Fund-Measure J
Library	Facility Security Project	Funds to complete facility security project (key card door locks) approved in FY23.	\$ 147,000	General Fund-Measure J
Public Works	Vehicle Purchases	Remaining funds approved in FY23 for vehicle replacement. All planned replacements were not possible due to supply and availability constraints.	\$ 694,565	Equipment Replacement Fund
Public Works	Facility Maintenance	Remaining funds approved in FY23 for a variety of facility maintenance needs.	\$ 40,779	Facility Replacement Fund
Public Works	Measure F Sidewalk Replacement Project	Sidewalk Replacement project funded in FY23 to continue in FY24.	\$ 50,000	Measure F
Public Works	Sidewalk Replacement Project and Work Program Services	Partial funds to assist Sidewalk Replacement project with the majority of funding to pay for Contracted Work Program Services with Yolo County Probation Department for services rendered in 4th quarter of FY23.	\$ 12,000	Gas Tax Fund

Fund Summary	Amount
Internal Service Funds	\$ 799,044
General Fund	\$ 1,929,621
Enterprise Funds	\$ 113,453
Special Revenue Funds	\$ 1,150,979
Measure F	\$ 1,073,321
Measure R	\$ 6,250
	\$ 5,072,669

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENTS TO THE FISCAL YEAR 2023-2024 ANNUAL BUDGET**

WHEREAS, a balanced annual budget for the City of Woodland was prepared for fiscal year 2023-2024 and adopted by the City Council on June 20, 2023; and

WHEREAS, the adopted budget also includes the fiscal year 2023-2024 budgets for the Woodland Finance Authority and the Successor Agency to the former Woodland Redevelopment Agency; and

WHEREAS, the budget for Capital Improvement Plan for fiscal year 2023-2024 has been prepared; and

WHEREAS, an amended annual budget has been prepared for fiscal year 2023-2024; and

WHEREAS, all appropriations for the prior fiscal year shall lapse at the end of fiscal year 2023-2024 and any remaining amounts shall be credited against their respective fund balances, except for:

- a. Any unexpended but encumbered amounts for specific orders outstanding at the end of the Fiscal Year, and
- b. Any appropriations for incomplete capital projects at the end of fiscal year 2023-2024; and

WHEREAS, for these exceptions, such carry-overs may be made without further City Council action,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The 2023-2024 Annual Amended Budget is hereby adjusted to include supplemental appropriations totaling \$5,072,669 shown in Exhibit A.

Section 2. Appropriations are hereby made at the individual fund level. The City Manager and Finance Officer are authorized to make budgetary transfers within an individual fund, so long as total appropriations for such fund remain unchanged. Interfund loans and/or transfers necessary to support fund level appropriations are hereby approved and authorized. Any changes to total fund level appropriations require further Council action.

Section 3. The City Manager and Finance Officer are hereby authorized to implement this resolution, including issuing the 2023-2024 Amended Budget, together with any non-substantive corrections to the proposed budget adopted by this Council.

PASSED AND ADOPTED by the City Council this 19th day of September 2023 by the following vote:

RESOLUTION NO: _____

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.8
SUBJECT: Woodland Research and Technology Park Specific Plan - Second Reading for Rezoning and Development Agreements

Recommendation for Action: Staff recommends that the City Council conduct a second reading and adopt the following ordinances:

1. Ordinance No. 1707, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Anne-Elizabeth Beeman and Bullseye Land Company, LLC.
2. Ordinance No. 1708, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Costalotta Partners, LLC.
3. Ordinance No. 1709, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Thomas C. Heaton and Olga Chengaeva.
4. Ordinance No. 1710, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Sewmawpaw Woodland, LLC.
5. Ordinance No. 1711, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Spencer Revocable Living Trust.
6. Ordinance No. 1712, Establishing Zoning Designations (Rezoning) for the Woodland Research and Technology Park Specific Plan, adding Chapter 17.04.070, Woodland Research and Technology Park Specific Plan, to the City of Woodland Municipal Code, Title 17, and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Woodland Research and Technology Park Specific Plan.

Staff Contact:

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

Fiscal Impact:

Application and Processing of Specific Plan – As directed by City Council, the City entered into an Agreement for Advance of Funds with the project applicant in August 2017. The project applicant covered staff time, city attorney fees, and consultant costs associated with processing the application and Specific Plan through the funding agreement.

Fiscal Impact Analysis – As part of the project evaluation, a Fiscal Impact Analysis was prepared by consulting firm, BAE Urban Economics, to identify the net fiscal impact of the project on the city. The analysis includes an evaluation of both anticipated City expenditures to provide ongoing services to the residents and employees of the WRTP Plan Area, and expected revenues anticipated if development occurs in line with the Specific Plan development projections. A detailed summary of anticipated revenue, expenditures, and net fiscal impact is provided in the Fiscal Impact Detailed Summary section of this report, as well as in the attached Fiscal Impact Analysis Memorandum (Attachment 24).

In brief, the total General Fund expenditures to support the full buildout of the WRTP amounts to nearly \$4.5 million annually. The largest share of these costs is associated with police and fire services. Annual revenues to the City of Woodland General Fund by project buildout are projected at roughly \$5.2 million. A majority of these revenues are associated with property-related taxes,

including direct property tax and In Lieu of Vehicle License Fee (ILVLF) revenues, as well as sales tax.

At full build out of the Plan Area, the development is projected to generate an annual General Fund surplus of nearly \$740,000.

Background:

At its September 5, 2023 meeting, the City Council introduced and waived the first reading of an Ordinance adopting Prezoning for the Woodland Research and Technology Park (WRTP) Specific Plan area and approving and authorizing execution of Development Agreements by and between the City of Woodland and 1) Anne-Elizabeth Beeman and Bullseye Land Company, LLC, 2) Costalotta Partners, LLC, 3) Sewmawpaw Woodland, LLC, 4) Spencer Revocable Living Trust, and 5) Thomas C. Heaton and Olga Chengaeva, for the Woodland Research and Technology Park Specific Plan Project.

A “Prezone” is a zoning designation, formally adopted by a city, that applies to property outside city limits. The applicant is proposing zoning designations that are compatible with the proposed WRTP commercial, residential, and parks and open space development. The proposed zoning designations are provided in Attachment 1.

On September 5, 2023, the City Council approved a Resolution requesting that the Yolo Local Agency Formation Commission (LAFCo) process an annexation application for the WRTP Plan Area / General Plan Area SP-1A. The resolution specifically directs the City Manager to file an annexation application with Yolo LAFCo to initiate this process. Following Yolo LAFCo approval, the city boundary will be amended to incorporate the Specific Plan Area in to the city limit and the adopted Prezoning will become the established zoning for this newly annexed area.

A Development Agreement is a contract between the developer and a city that identifies the development standards and conditions that will apply for the life of the project. Such Agreements provide two primary benefits. For the benefit of the applicant/owner, they allow a project with multiple phases and a several-year build out to “vest” to the standards identified in the Agreement. This reduces the risk that unexpected regulations will be enacted before completion of the project. For the benefit of the city, the Agreement allows for improvements, programs and financial obligations of the project applicant/owner resulting in greater community benefit than would otherwise be achieved through the land use regulatory process.

In order to specify the manner in which the necessary infrastructure, public facilities, and other programs or services as provided in the Specific Plan will be constructed and/or operated and financed, among other matters, the City and the project applicant/ownership group have entered into Development Agreements (Attachments 7-11). The terms and conditions of the Development Agreements are consistent with the goals and policies of the Specific Plan. Key provisions of the WRTP Development Agreement are summarized below including: Term of Agreement; Promoting Jobs; Food & Ag-Tech / Life Science Incubator; Affordable Housing Obligation; School Site Reservation; Community Facilities District Obligation; Build-to-Rent Limitations.

Conclusion:

Staff recommends that the City Council conduct a second reading and adopt the following ordinances:

1. Ordinance No. 1707, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Anne-Elizabeth Beeman and Bullseye Land Company, LLC.
2. Ordinance No. 1708, Approving the Woodland Research and Technology Park Development

Agreement by and between the City of Woodland and Costalotta Partners, LLC.

3. Ordinance No. 1709, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Thomas C. Heaton and Olga Chengaeva.

4. Ordinance No. 1710, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Sewmawpaw Woodland, LLC.

5. Ordinance No. 1711, Approving the Woodland Research and Technology Park Development Agreement by and between the City of Woodland and Spencer Revocable Living Trust.

6. Ordinance No. 1712, Establishing Zoning Designations (Prezoning) for the Woodland Research and Technology Park Specific Plan, adding Chapter 17.04.070, Woodland Research and Technology Park Specific Plan, to the City of Woodland Municipal Code, Title 17, and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Woodland Research and Technology Park Specific Plan.

Prepared by: Erika Bumgardner, Principal Planner

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



Ken Hiatt
City Manager

Attachments:

1. Ordinance No. 1707 - Ordinance - Anne-Elizabeth Beeman and Bullseye Land Company LLC Development Agreement
2. Ordinance No. 1708 - Ordinance - Costalotta Partners LLC Development Agreement
3. Ordinance No. 1709 - Ordinance - Thomas Heaton and Olga Chengaeva Development Agreement
4. Ordinance No. 1710 - Ordinance - Sewmawpaw Woodland LLC Development Agreement
5. Ordinance No. 1711 - Ordinance - Spencer Revocable Living Trust Development Agreement
6. Ordinance No. 1712 - Prezoning
7. WRTP Development Agreement - Bullseye Land Company LLC and Anne Elizabeth Beeman
8. WRTP Development Agreement - Costalotta Partners, LLC
9. WRTP Development Agreement - Thomas C. Heaton and Olga Chengaeva
- 10 WRTP Development Agreement - Sewmawpaw Woodland LLC
- .
- 11 WRTP Development Agreement - Spencer Rev. Living Trust
- .

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND ANNE-
ELIZABETH BEEMAN AND BULLSEYE LAND COMPANY, LLC, FOR THE
WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN PROJECT**

APN: 041-020-042

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park (“WRTP”) Specific Plan (“Specific Plan”). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southwest of Farmer’s Central Road and Harry Lorenzo Avenue, east of State Route 113 (SR 113) (“Specific Plan Area”); and

WHEREAS, the Specific Plan Area is located outside of but adjoins the current corporate boundary of the City; and

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

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

WHEREAS, Anne-Elizabeth Beeman and Bullseye Land Company, LLC (collectively, “Owner”) proposes to annex certain real property located in the Specific Plan Area and in Yolo County (“Property”) into the City of Woodland; as more particularly described in the Development Agreement, attached hereto as **Exhibit A** and incorporated herein by reference, to be developed for uses consistent with the land use designations for the Property in the Specific Plan (the “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

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

WHEREAS, the City Council has found that the Development Agreement is consistent with the City's General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time that is a 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 future development within the annexation area; 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 (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Rezoning application, annexation, and the Development Agreement; 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. 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; (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; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq.; and

WHEREAS, an Environmental Impact Report (EIR) was prepared by the City for the entirety of the Specific Plan, which includes the Project, and on June 16, 2017, the City released a Notice of Preparation for the EIR; and

WHEREAS, on May 14, 2021, the City released a Notice of Availability for the EIR, collecting public comments through July 2, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 17, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 17, as required by law to consider all of the information presented by staff, information presented by the Owners/Applicants, and public testimony presented in writing and at the meeting and voted 5-0 to recommend City Council approve the proposed WRTP Specific Plan, Development Agreements and related documents; and

WHEREAS, the City Council held a duly-noticed public hearing on September 5, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, by Resolution adopted on September 5, 2023, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the WRTP Specific Plan, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the WRTP Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the WRTP Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the WRTP Specific Plan Area and to other parties on August 25, 2023, and duly published in the Woodland Daily Democrat on August 27 and September 1, 2023, providing notice of the City Council's September 5, 2023, public hearing regarding the WRTP Specific Plan including City Council consideration of the Development Agreement; and

WHEREAS, on September 5, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice 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

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference.

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 with the restrictions and standards set forth in the City's Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is consistent with the General Plan and will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area of the development nor will the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA") have been met with respect to the Development Agreement because:

(a) The Council has adopted Resolution No _____, adopting Findings of Fact and a Statement of Overriding Considerations, certifying the Final Revised Environmental Impact Report ("Final EIR") (SCH # 2017062042), adopting a mitigation monitoring and reporting program, and approving the proposed project, in accordance with the provisions of CEQA, the State CEQA Guidelines at 14 CCR 15000 et seq., and the City of Woodland's procedures for implementing CEQA.

(b) Prior to approving the Development Agreement, the City Council considered the Final EIR, and all related documents, as well as any comments received during the environmental document's public review period.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. 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.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 5th day of September, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:
ADOPTED:
EFFECTIVE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

Exhibit A – Development Agreement

[Insert Development Agreement]

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND COSTALOTTA
PARTNERS, LLC, FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK
SPECIFIC PLAN PROJECT**

APN: 041-020-043 AND 041-080-022

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park (“WRTP”) Specific Plan (“Specific Plan”). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southwest of Farmer’s Central Road and Harry Lorenzo Avenue, east of State Route 113 (SR 113) (“Specific Plan Area”); and

WHEREAS, the Specific Plan Area is located outside of but adjoins the current corporate boundary of the City; and

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

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

WHEREAS, Costalotta Partners, LLC (“Owner”) proposes to annex certain real property located in the Specific Plan Area and in Yolo County (“Property”) into the City of Woodland; as more particularly described in the Development Agreement, attached hereto as **Exhibit A** and incorporated herein by reference, to be developed for uses consistent with the land use designations for the Property in the Specific Plan (the “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

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

WHEREAS, the City Council has found that the Development Agreement is consistent with the City's General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time that is a 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 future development within the annexation area; 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 (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Rezoning application, annexation, and the Development Agreement; 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. 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; (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; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq.; and

WHEREAS, an Environmental Impact Report (EIR) was prepared by the City for the entirety of the Specific Plan, which includes the Project, and on June 16, 2017, the City released a Notice of Preparation for the EIR; and

WHEREAS, on May 14, 2021, the City released a Notice of Availability for the EIR, collecting public comments through July 2, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 17, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 17, as required by law to consider all of the information presented by staff, information presented by the Owners/Applicants, and public testimony presented in writing and at the meeting and voted 5-0 to recommend City Council approve the proposed WRTP Specific Plan, Development Agreements and related documents; and

WHEREAS, the City Council held a duly-noticed public hearing on September 5, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, by Resolution adopted on September 5, 2023, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the WRTP Specific Plan, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the WRTP Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the WRTP Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the WRTP Specific Plan Area and to other parties on August 25, 2023, and duly published in the Woodland Daily Democrat on August 27 and September 1, 2023, providing notice of the City Council's September 5, 2023, public hearing regarding the WRTP Specific Plan including City Council consideration of the Development Agreement; and

WHEREAS, on September 5, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice 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

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference.

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 with the restrictions and standards set forth in the City's Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is consistent with the General Plan and will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area of the development nor will the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA") have been met with respect to the Development Agreement because:

(a) The Council has adopted Resolution No _____, adopting Findings of Fact and a Statement of Overriding Considerations, certifying the Final Revised Environmental Impact Report ("Final EIR") (SCH # 2017062042), adopting a mitigation monitoring and reporting program, and approving the proposed project, in accordance with the provisions of CEQA, the State CEQA Guidelines at 14 CCR 15000 et seq., and the City of Woodland's procedures for implementing CEQA.

(b) Prior to approving the Development Agreement, the City Council considered the Final EIR, and all related documents, as well as any comments received during the environmental document's public review period.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. 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.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 5th day of September, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:
ADOPTED:
EFFECTIVE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

Exhibit A – Development Agreement

[Insert Development Agreement]

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND THOMAS
HEATON AND OLGA CHENGAEVA FOR THE WOODLAND RESEARCH AND
TECHNOLOGY PARK SPECIFIC PLAN PROJECT**

APN: 041-020-030 AND 041-020-031

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park (“WRTP”) Specific Plan (“Specific Plan”). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southwest of Farmer’s Central Road and Harry Lorenzo Avenue, east of State Route 113 (SR 113) (“Specific Plan Area”); and

WHEREAS, the Specific Plan Area is located outside of but adjoins the current corporate boundary of the City; and

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

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

WHEREAS, Thomas Heaton and Olga Chengaeva (collectively, “Owner”) proposes to annex certain real property located in the Specific Plan Area and in Yolo County (“Property”) into the City of Woodland; as more particularly described in the Development Agreement, attached hereto as **Exhibit A** and incorporated herein by reference, to be developed for uses consistent with the land use designations for the Property in the Specific Plan (the “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

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

WHEREAS, the City Council has found that the Development Agreement is consistent with the City's General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time that is a 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 future development within the annexation area; 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 (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Rezoning application, annexation, and the Development Agreement; 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. 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; (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; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq.; and

WHEREAS, an Environmental Impact Report (EIR) was prepared by the City for the entirety of the Specific Plan, which includes the Project, and on June 16, 2017, the City released a Notice of Preparation for the EIR; and

WHEREAS, on May 14, 2021, the City released a Notice of Availability for the EIR, collecting public comments through July 2, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 17, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 17, as required by law to consider all of the information presented by staff, information presented by the Owners/Applicants, and public testimony presented in writing and at the meeting and voted 5-0 to recommend City Council approve the proposed WRTP Specific Plan, Development Agreements and related documents; and

WHEREAS, the City Council held a duly-noticed public hearing on September 5, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, by Resolution adopted on September 5, 2023, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the WRTP Specific Plan, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the WRTP Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the WRTP Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the WRTP Specific Plan Area and to other parties on August 25, 2023, and duly published in the Woodland Daily Democrat on August 27 and September 1, 2023, providing notice of the City Council's September 5, 2023, public hearing regarding the WRTP Specific Plan including City Council consideration of the Development Agreement; and

WHEREAS, on September 5, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice 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

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference.

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 with the restrictions and standards set forth in the City's Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is consistent with the General Plan and will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area of the development nor will the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA") have been met with respect to the Development Agreement because:

(a) The Council has adopted Resolution No _____, adopting Findings of Fact and a Statement of Overriding Considerations, certifying the Final Revised Environmental Impact Report ("Final EIR") (SCH # 2017062042), adopting a mitigation monitoring and reporting program, and approving the proposed project, in accordance with the provisions of CEQA, the State CEQA Guidelines at 14 CCR 15000 et seq., and the City of Woodland's procedures for implementing CEQA.

(b) Prior to approving the Development Agreement, the City Council considered the Final EIR, and all related documents, as well as any comments received during the environmental document's public review period.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. 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.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 5th day of September, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:
ADOPTED:
EFFECTIVE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

Exhibit A – Development Agreement

[Insert Development Agreement]

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND SEWMAWPAW
WOODLAND LLC FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK
SPECIFIC PLAN PROJECT**

APN: 041-020-017

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park (“WRTP”) Specific Plan (“Specific Plan”). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southwest of Farmer’s Central Road and Harry Lorenzo Avenue, east of State Route 113 (SR 113) (“Specific Plan Area”); and

WHEREAS, the Specific Plan Area is located outside of but adjoins the current corporate boundary of the City; and

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

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

WHEREAS, Sewmawpaw Woodland, LLC (“Owner”) proposes to annex certain real property located in the Specific Plan Area and in Yolo County (“Property”) into the City of Woodland; as more particularly described in the Development Agreement, attached hereto as **Exhibit A** and incorporated herein by reference, to be developed for uses consistent with the land use designations for the Property in the Specific Plan (the “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

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

WHEREAS, the City Council has found that the Development Agreement is consistent with the City's General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time that is a 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 future development within the annexation area; 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 (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Rezoning application, annexation, and the Development Agreement; 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. 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; (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; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq.; and

WHEREAS, an Environmental Impact Report (EIR) was prepared by the City for the entirety of the Specific Plan, which includes the Project, and on June 16, 2017, the City released a Notice of Preparation for the EIR; and

WHEREAS, on May 14, 2021, the City released a Notice of Availability for the EIR, collecting public comments through July 2, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 17, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 17, as required by law to consider all of the information presented by staff, information presented by the Owners/Applicants, and public testimony presented in writing and at the meeting and voted 5-0 to recommend City Council approve the proposed WRTP Specific Plan, Development Agreements and related documents; and

WHEREAS, the City Council held a duly-noticed public hearing on September 5, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, by Resolution adopted on September 5, 2023, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the WRTP Specific Plan, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the WRTP Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the WRTP Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the WRTP Specific Plan Area and to other parties on August 25, 2023, and duly published in the Woodland Daily Democrat on August 27 and September 1, 2023, providing notice of the City Council's September 5, 2023, public hearing regarding the WRTP Specific Plan including City Council consideration of the Development Agreement; and

WHEREAS, on September 5, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice 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

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference.

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 with the restrictions and standards set forth in the City's Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is consistent with the General Plan and will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area of the development nor will the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA") have been met with respect to the Development Agreement because:

(a) The Council has adopted Resolution No _____, adopting Findings of Fact and a Statement of Overriding Considerations, certifying the Final Revised Environmental Impact Report ("Final EIR") (SCH # 2017062042), adopting a mitigation monitoring and reporting program, and approving the proposed project, in accordance with the provisions of CEQA, the State CEQA Guidelines at 14 CCR 15000 et seq., and the City of Woodland's procedures for implementing CEQA.

(b) Prior to approving the Development Agreement, the City Council considered the Final EIR, and all related documents, as well as any comments received during the environmental document's public review period.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. 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.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 5th day of September, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:
ADOPTED:
EFFECTIVE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

Exhibit A – Development Agreement

[Insert Development Agreement]

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND SPENCER
REVOCABLE LIVING TRUST FOR THE WOODLAND RESEARCH AND
TECHNOLOGY PARK SPECIFIC PLAN PROJECT**

APN: 041-020-010

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park (“WRTP”) Specific Plan (“Specific Plan”). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southwest of Farmer’s Central Road and Harry Lorenzo Avenue, east of State Route 113 (SR 113) (“Specific Plan Area”); and

WHEREAS, the Specific Plan Area is located outside of but adjoins the current corporate boundary of the City; and

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

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

WHEREAS, Spencer Revocable Living Trust (“Owner”) proposes to annex certain real property located in the Specific Plan Area and in Yolo County (“Property”) into the City of Woodland; as more particularly described in the Development Agreement, attached hereto as **Exhibit A** and incorporated herein by reference, to be developed for uses consistent with the land use designations for the Property in the Specific Plan (the “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

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

WHEREAS, the City Council has found that the Development Agreement is consistent with the City's General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time that is a 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 future development within the annexation area; 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 (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Rezoning application, annexation, and the Development Agreement; 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. 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; (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; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq.; and

WHEREAS, an Environmental Impact Report (EIR) was prepared by the City for the entirety of the Specific Plan, which includes the Project, and on June 16, 2017, the City released a Notice of Preparation for the EIR; and

WHEREAS, on May 14, 2021, the City released a Notice of Availability for the EIR, collecting public comments through July 2, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 17, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 17, as required by law to consider all of the information presented by staff, information presented by the Owners/Applicants, and public testimony presented in writing and at the meeting and voted 5-0 to recommend City Council approve the proposed WRTP Specific Plan, Development Agreements and related documents; and

WHEREAS, the City Council held a duly-noticed public hearing on September 5, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, by Resolution adopted on September 5, 2023, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the WRTP Specific Plan, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the WRTP Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the WRTP Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the WRTP Specific Plan Area and to other parties on August 25, 2023, and duly published in the Woodland Daily Democrat on August 27 and September 1, 2023, providing notice of the City Council's September 5, 2023, public hearing regarding the WRTP Specific Plan including City Council consideration of the Development Agreement; and

WHEREAS, on September 5, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice 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

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference.

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 with the restrictions and standards set forth in the City's Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is consistent with the General Plan and will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area of the development nor will the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA") have been met with respect to the Development Agreement because:

(a) The Council has adopted Resolution No _____, adopting Findings of Fact and a Statement of Overriding Considerations, certifying the Final Revised Environmental Impact Report ("Final EIR") (SCH # 2017062042), adopting a mitigation monitoring and reporting program, and approving the proposed project, in accordance with the provisions of CEQA, the State CEQA Guidelines at 14 CCR 15000 et seq., and the City of Woodland's procedures for implementing CEQA.

(b) Prior to approving the Development Agreement, the City Council considered the Final EIR, and all related documents, as well as any comments received during the environmental document's public review period.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. 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.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 5th day of September, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:
ADOPTED:
EFFECTIVE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

Exhibit A – Development Agreement

[Insert Development Agreement]

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING
PREZONING FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC
PLAN PROJECT**

APN: 041-080-022; 041-020-010, -017, -030, -031, -042, -043

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park (“WRTP”) Specific Plan (“Specific Plan”). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southwest of Farmer’s Central Road and Harry Lorenzo Avenue, east of State Route 113 (SR 113); and

WHEREAS, the boundaries of the Specific Plan (the “Project Area”) are located outside of but adjoins the current corporate boundary of the City; and

WHEREAS, the City adopted an extensive General Plan update in May 2017, which designated the 351 acre project site as Specific Plan Area 1A (SP-1A); and

WHEREAS, the 2035 General Plan envisions SP-1A (and SP-1B) to develop as “*mixed-use neighborhoods anchored by a research and technology business park in the ‘Southern Gateway;’*” and

WHEREAS, General Plan Land Use Policy 2.L.2 directs the development of SP-1A as a mixed-residential district anchored by a research and technology business park in the South Gateway area at County Road 25A and SR 113 and assumes 2.16 million square feet of nonresidential building space and 1,600 housing units within new growth area; and

WHEREAS, the proposed Woodland Research and Technology Park Specific Plan is consistent with these assumptions, and provides the development framework for a mix of land uses including a business/technology park, office, retail and housing of varying densities; and

WHEREAS, the proposed Prezoning of the Project Area is consistent with the 2035 General Plan policies, vision, and development assumptions for the SP-1A Specific Plan area; and

WHEREAS, the Project Area is located within the City’s 2006 voter approved Urban Limit Line, but outside of the current municipal boundary/city limit; and

WHEREAS, it is the desire of the property owners and the City that the 351 acre plan area be annexed into the city limits; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 17, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 17, 2023, as required by law to consider all of the information presented by staff, information presented by the Owners/Applicants, and public testimony presented in writing and at the meeting and voted 5-0 to recommend City Council seek approval of the proposed Prezoning; and

WHEREAS, the City Council held a duly-noticed public hearing on September 5, 2023, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, by Resolution adopted on September 5, 2023, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the WRTP Specific Plan, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the WRTP Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the WRTP Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the WRTP Specific Plan Area and to other parties on August 25, 2023, and duly published in the Woodland Daily Democrat on August 27 and September 1, 2023, providing notice of the City Council's September 5, 2023, public hearing regarding the WRTP Specific Plan including City Council consideration of the WRTP Prezoning; and

WHEREAS, on September 5, 2023, the City Council conducted a duly noticed public hearing on the WRTP Specific Plan and related approvals, including the WRTP Prezoning, where the public were able to participate and comment and on said date the public hearing was opened, held and closed; and

WHEREAS, by Resolution adopted on August 15, 2023, prior to adoption of this Resolution, the City Council approved the Water Supply Assessment for the Project, and found that the City will have sufficient water supply to serve development authorized by the WRTP Specific Plan; and

WHEREAS, Government Code Section 56375(a)(7) provides that a city shall establish zoning for an annexation area prior to, and as a condition of, completion of the annexation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby ordain as follows:

Section 1: Purpose

The purpose of this ordinance is to establish pre-zoning for the Project.

Section 2: Findings

California Environmental Quality Act (CEQA)

A Draft and Final Environmental Impact Report ("EIR") has been prepared for the WRTP Specific Plan which includes analysis of the actions taken pursuant to this Ordinance, as well as a proposed Mitigation and Monitoring Reporting Program ("MMRP"). The EIR and MMRP have been considered and recommended for adoption by the Planning Commission and are adopted by separate resolution of the City Council.

General Plan

Finding: The proposed Prezoning is consistent with the General Plan goals, policies, and implementation programs.

Evidence: California Government Code Section 56375 provides LAFCOs shall require through conditions of approval, that territory to be annexed be zoned prior to the effective date of the annexation (Prezoning). Government Code Section 65859 provides that a city may establish the Prezoning prior to the filing of an annexation application with LAFCo. The City of Woodland Municipal Code Section 17.140.040 provides that Prezoning shall be considered in the same manner as rezoning.

The proposed Prezoning for the WRTP Specific Plan Area is consistent with the General Plan because the General Plan anticipates SP-1A (and SP-1B) will be developed as “*mixed-use neighborhoods anchored by a research and technology business park in the ‘Southern Gateway’*” and General Plan Policy 2.L.2 directs the development of SP-1A as a mixed-residential district anchored by a research and technology business park in the South Gateway area at County Road 25A and SR 113 and assumes 2.16 million square feet of nonresidential building space and 1,600 housing units within new growth area, and the proposed WRTP Specific Plan is consistent with these assumptions, and provides the development framework for a mix of land uses including a business/technology park, office, retail and housing of varying densities.

Section 3: Action

Prezoning for the Project Area is established as provided in the attached Exhibit A, incorporated herein by this reference. The Official Zoning Map of the City of Woodland shall be modified in accordance with this Ordinance to indicate thereon the zoning applicable to the WRTP Specific Plan Area.

Title 17, Zoning, of the Woodland Municipal Code shall be amended to include the following:

17.04.070 Woodland Research and Technology Park Specific Plan. The WRTP Specific Plan shall regulate development of land in the Specific Plan area (“Plan Area”). Where the WRTP Specific Plan is silent or ambiguous, the provisions of this Title 17, Zoning, shall apply directly or for the purpose of interpretation, as appropriate.

Section 4: Ordinance Necessary and Proper

This Ordinance is necessary and proper at this time, and is not likely to be detrimental to the adjacent property or residents, because the Ordinance is necessary to facilitate the annexation of property into the city which lies within the Sphere of Influence.

Section 5: No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7: Savings Clause

The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 8: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall publish or post the Ordinance as required by law.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 5th day of September, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:

ADOPTED:

EFFECTIVE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Rezoning

Page 74



Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

**DEVELOPMENT AGREEMENT
(Beeman South—Woodland Research and Technology Park)**

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**BULLSEYE LAND COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY and ANNE ELIZABETH BEEMAN, AN INDIVIDUAL**

DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter “Agreement”) is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the “Effective Date”) by and among the City of Woodland, a California municipal corporation (hereinafter “CITY”), and Bullseye Land Company, LLC, a California limited liability company and Anne Elizabeth Beeman, an individual (collectively, hereinafter “OWNER”):

RECITALS

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

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the “Final EIR”), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the “Specific Plan”), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY’s General Plan and the Specific Plan applicable thereto; 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 Property 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 the 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 Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 “Capital Improvement Plan” or “CIP” means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 “Development” means the improvement of the Property 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.

1.1.5 “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) the Woodland Research and Technology Park Specific Plan, as it may be amended from time to time;

- (b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;
- (c) conditional use permits, design review approvals and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of easements, 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.

1.1.7 “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, but does not include park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. “Development Impact Fee” shall not include processing fees and charges 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, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 “Development Plan” means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit “C”, which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date.

1.1.11 “General Plan” means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 “Improvements Outside Specific Plan Area” means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 “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, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of easements or 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 and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Maintenance CFD” shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16 “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.

1.1.17 “Offsite Property” has the meaning set forth in Section 3.11 of this Agreement.

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

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

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

1.1.21 “Public Infrastructure Reimbursement Rules” means the “Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan,” attached hereto as Exhibit “J” and incorporated herein by this reference.

1.1.22 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 “Specific Plan” means that certain specific plan adopted by the City Council by Resolution No. ___, and entitled, “Woodland Research and Technology Park Specific Plan.”

1.1.24 “Specific Plan Area” means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 “Subdivision Map Act” means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date 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.

Exhibit “D” — Infrastructure Phasing Rules.

Exhibit “E” — WRTP CIP Modification

Exhibit “F” — Master Planning and Design Obligations

Exhibit “G” — Public Dedications

Exhibit “H” — WRTP Affordable Housing Plan

Exhibit “I” — Maintenance Services

Exhibit “J” — Public Infrastructure Reimbursement Rules

Exhibit “K” — W RTP Project Fees

Exhibit “L” — Form of Assignment and Assumption Agreement

Exhibit “M” — Form of Partial Assignment and Assumption Agreement

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 only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the “Term.” Any tentative map approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus the Community Development Director is hereby authorized to grant two extensions of two (2) years each at the Community Development Director’s sole discretion, without further approval by the Planning Commission or City Council, plus (ii) such time extensions authorized by state law currently or in the future.

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, limited liability company, 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, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative 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 and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

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. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, 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 portion of the Property sold, transferred, or assigned.

(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 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 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.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon 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 which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

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

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "M" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City’s Municipal Code and applicable state law.

2.7 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, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.
- (e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

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 which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 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, including, without limitation, by courier, 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. 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
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

Bullseye Land Company, LLC and Anne Elizabeth Beeman
P.O. Box 120
Woodland, CA 95695

(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. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of easements or land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to develop the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, 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 in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.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. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date whether by regulatory action, Council vote, voter initiative or otherwise, which purport to cap, prohibit or otherwise limit development

and/or the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones (“RDZ”) that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ’s.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) Except for the provisions stated above, the CITY has sole authority to approve the reallocation of units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study and if necessary updates to the Public Facilities Financing Plan and the CIP.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide infrastructure improvements in accordance with certain Infrastructure Phasing Rules established

by the City for the Specific Plan Area, as attached hereto as Exhibit “D” (the “Phasing Rules”), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City’s obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of building permits issued within the Specific Plan Area until certain public improvements are complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,
- (c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,
- (d) Delete a requirement for the reservation or dedication of easements or land for public purposes within the Property as a whole; or,
- (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.7 Reservations of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

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

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

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan. Further, for the first ten (10) years following the Effective Date, the City shall not implement a change to the City's engineering standards and specifications that would result in an increase to the cost of construction of the required public improvements for a subdivision located within the Property by more than 2% of the estimated cost of the public improvements prior to such change.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and 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 which do not conflict with those rules, regulations and policies set forth in 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 conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.7.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with this Development Agreement or the Specific Plan in the form in effect on the Effective Date of this Development Agreement, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Specific Plan.

3.7.3 Modification or Suspension by State or Federal Law. In the event that State 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. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.7.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.7.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

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

3.9 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, 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 (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.9. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.9 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.9 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project

under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.9.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Even if the property is not included in the CIP, the rules set forth in Section 3 of the Public Infrastructure Reimbursement Rules shall be followed. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.9 to acquire such property.

3.10 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY 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. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.11 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.12 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that

are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.13 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.14 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which 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. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit “K”, W RTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees or other fees that are not listed in Exhibit “K” in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees as permitted by State law, except that OWNER and CITY agree that new fee categories cannot be added to this project without mutual written agreement amending this Agreement. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the “RTIF”) as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERS within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the “RTIF Report”), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, "WRTP CIP Modification", attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located within the Spring Lake Specific Plan Area for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone ("RDZ") 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the

foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY's deferred impact fee policy for non-residential development, if applicable. At CITY's discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of easements, land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of easements, land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" ("**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit “G” (“**Public Dedications**”), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER’s Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit “G” but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement

agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of \$9,279 per single family unit or \$6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the "Beeman North" property will be entering into good faith negotiations with Woodland Joint Unified School District ("WJUSD") for the potential purchase of property to be used as a school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of the WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of a school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City

4.9 Dedication of Land for Business Incubator Property. Within the first 500,000 square feet of non-residential construction, OWNER shall set aside land sufficient for the construction of no less than 30,000 square feet of research and technology space dedicated to the support of new technology-based companies, such as start-up/business incubator space or academic-industry collaboration space. CITY and OWNER shall work together to determine an appropriate operator for such space, and upon such determination, the research and technology land shall be dedicated to such operator at no cost.

4.10 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties

agree that OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.11 Abandonment of County Road 100A. OWNER shall work with the California Department of Transportation ("CalTrans"), Yolo County and CITY to take such steps as are necessary to abandon County Road 100A, which is located adjacent to OWNER's Property. OWNER shall, at no cost or expense to CITY, and with no credits or reimbursements through this Agreement or the Public Infrastructure Reimbursement Rules, ensure that such public right of way or private access easements are provided to ensure that any and all properties that would be landlocked as a result of the abandonment of County Road 100A have adequate access to public roads from their property, and OWNER, in conjunction with its neighboring property owner that also fronts County Road 100A, shall be responsible to secure all necessary approvals, consents and actions as necessary to effectuate the abandonment of County Road 100A. OWNER shall work expeditiously to accomplish this provision in a timely manner.

4.12 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are

included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. 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. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of the Spring Lake Community Facilities District (“**Sports Park CFD**”) which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project for services identified in Exhibit I or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the “**Maintenance CFD**”), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit “I”, attached hereto and incorporated herein by this reference (“**Maintenance Services**”).

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor’s parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement as determined by the City, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY’s intent to

conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

- (a) Recommendation of the Community Development Director;
- (b) Affirmative vote of at least four (4) members of the Planning Commission; or
- (c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) 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, during the period under review, the review for that period shall be concluded.

(b) 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, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), 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 CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 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 in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 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 written 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 which 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 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the 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 Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate 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 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 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 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.

8.4 Environment 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.

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

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, 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 City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall 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 which 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, including but not limited to the payment of the 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 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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 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. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development of the Property to support successful development of each of the allowed land uses in the Specific Plan Area. The City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

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

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

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 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.

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Beeman South—Woodland Research and Technology Park)**

"OWNER"

BULLSEYE LAND COMPANY, LLC, a
CALIFORNIA LIMITED LIABILITY
COMPANY

By: _____
Name: Timothy L. Beeman
Its: Manager

Date: _____

ANNE ELIZABETH BEEMAN

By: _____
Name: Anne Elizabeth Beeman
An individual

Date: _____.

"CITY"

CITY OF WOODLAND,
a California municipal corporation

By: _____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “A” PROPERTY DESCRIPTION

Page 1 of 1

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF YOLO,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 9 AND THE FIVE (5) ACRE PORTION
LYING WESTERLY OF THE COUNTY ROAD IN THE SOUTHWEST QUARTER OF
SECTION 10, ALL BEING IN T. 9N., R. 2E., M.D.B. & M., AND ACCORDING TO THE
DOCUMENT RECORDED MARCH 6, 1964 IN BOOK 749 OF OFFICIAL RECORDS,
PAGE 513, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM THE FOLLOWING:

(A) THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED
RECORDED MARCH 14, 1973 IN BOOK 1054, PAGE 350, YOLO COUNTY
RECORDS.

(B) THAT PORTION SOUTH OF THE CITY OF WOODLAND URBAN LIMIT LINE AS
ESTABLISHED BY THE MEASURE A PUBLIC VOTE IN JUNE OF 2006.

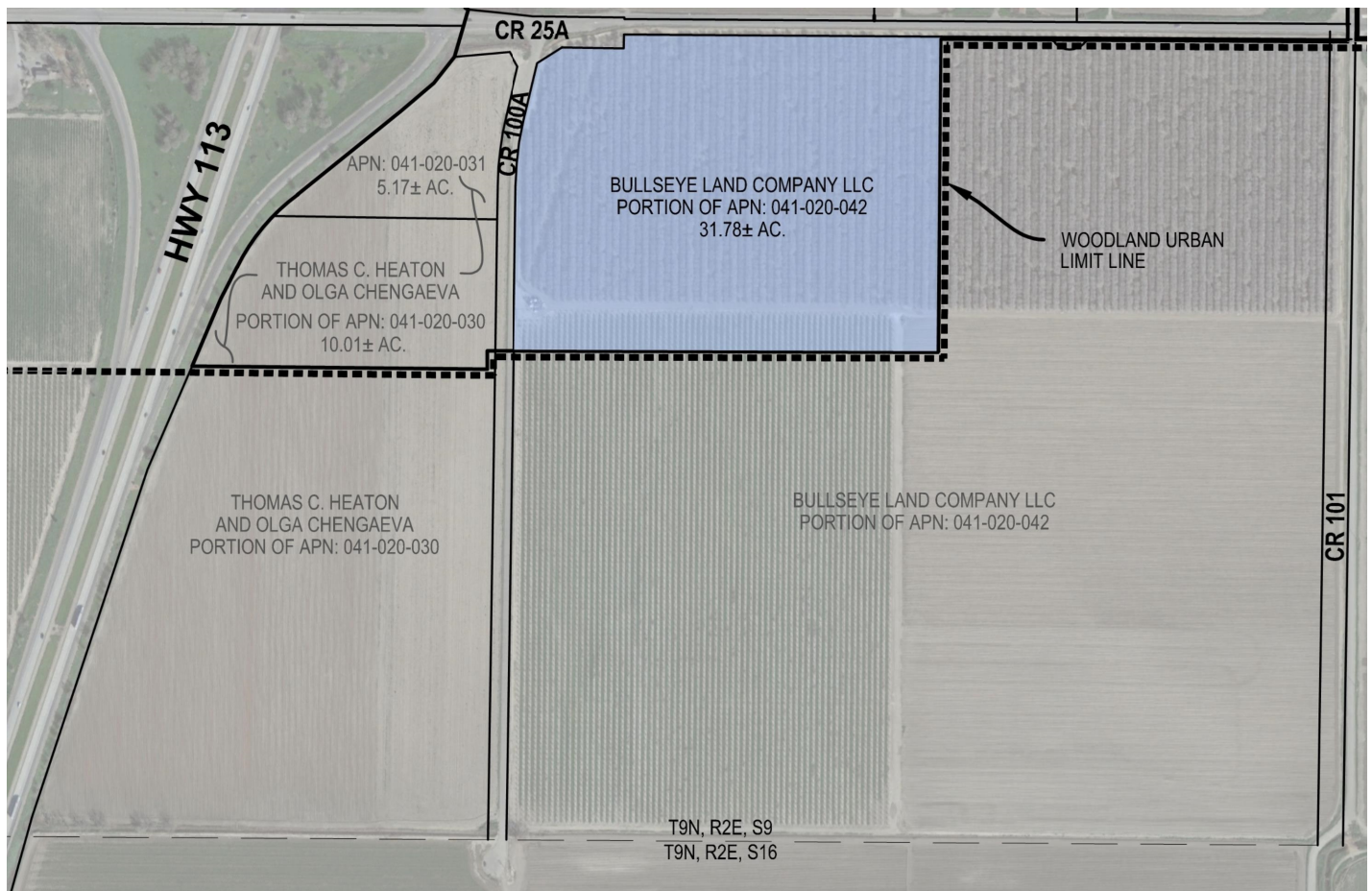
APN: 041-020-042-000

SEE EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY: CUNNINGHAM ENGINEERING CORP.
AUGUST, 2023

EXHIBIT B

MAP OF PROPERTY



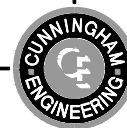
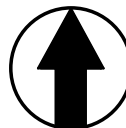
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SCALE: 1" = 600'

DESIGNED CC
DRAWN CC
CHECKED SG
DATE: 08/29/2023
JOB No: 1593.00.04

**WOODLAND RESEARCH AND
TECHNOLOGY PARK**
EXHIBIT "B" - BULLSEYE LAND COMPANY LLC

WOODLAND

CALIFORNIA



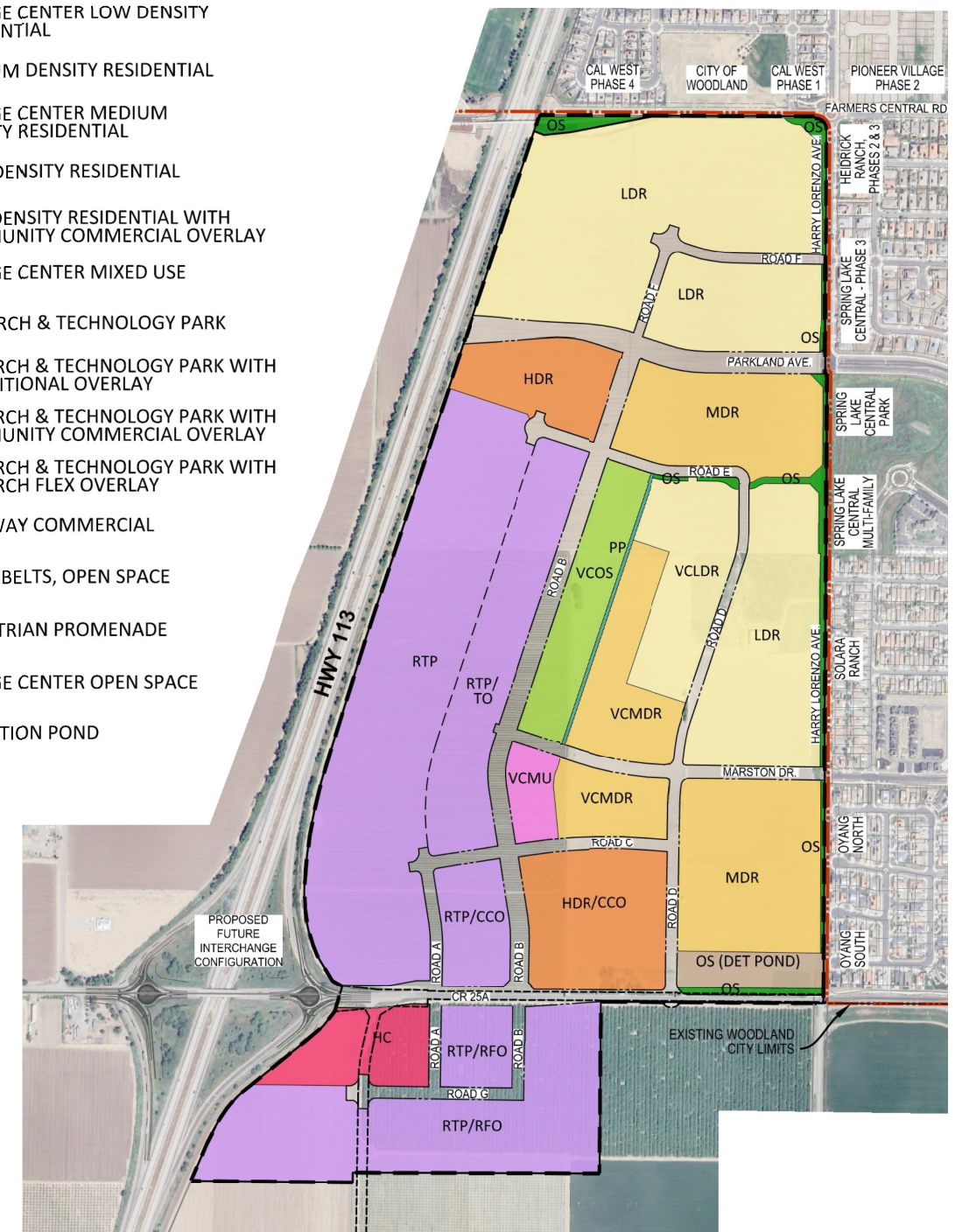
CECWEST.COM
Project Planning ■ Civil Engineering ■ Landscape Architecture
■ Sacramento Office ■ Davis Office
2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

SCALE
1" = 600'
SHEET
1
OF
1

EXHIBIT C
DEVELOPMENT PLAN

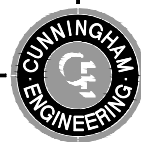


LDR	LOW DENSITY RESIDENTIAL
VCLDR	VILLAGE CENTER LOW DENSITY RESIDENTIAL
MDR	MEDIUM DENSITY RESIDENTIAL
VCMDR	VILLAGE CENTER MEDIUM DENSITY RESIDENTIAL
HDR	HIGH DENSITY RESIDENTIAL
HDR/CCO	HIGH DENSITY RESIDENTIAL WITH COMMUNITY COMMERCIAL OVERLAY
VCMU	VILLAGE CENTER MIXED USE
RTP	RESEARCH & TECHNOLOGY PARK
RTP/TO	RESEARCH & TECHNOLOGY PARK WITH TRANSITIONAL OVERLAY
RTP/CCO	RESEARCH & TECHNOLOGY PARK WITH COMMUNITY COMMERCIAL OVERLAY
RTP/RFO	RESEARCH & TECHNOLOGY PARK WITH RESEARCH FLEX OVERLAY
HC	HIGHWAY COMMERCIAL
OS	GREENBELTS, OPEN SPACE
PP	PEDESTRIAN PROMENADE
VCOS	VILLAGE CENTER OPEN SPACE
DET POND	RETENTION POND



0 500 1000
SCALE: 1" = 1000'

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



CECWEST.COM

Project Planning ■ Civil Engineering ■ Landscape Architecture

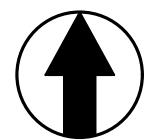
■ Sacramento Office ■ Davis Office

2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

CITY OF WOODLAND

LAND USE ZONING EXHIBIT
WOODLAND RESEARCH AND TECHNOLOGY PARK

CALIFORNIA



SHEET
1
OF
1
DATE: 07/12/2023
JOB NO: 1593.00.04

EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan (“Phasing Plan”) for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the “Rules”). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer’s Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall work to design, fund and construct the following improvements as determined by the City Engineer:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g., traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units¹ to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
Per unit contribution = project cost * 1.2 * 0.53/500 units
The project cost is the amount listed in the CIP with an annual adjustment by CCI
The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
0.53 is the cost share for the WRTP as reflected in the CIP
The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

¹ All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

- The Parkland Ave Overcrossing abutment fill slope, dirt placement, compaction to CalTrans standards and stabilization must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

- The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

- Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

- The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

- The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

- Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, the City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the W RTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .
- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

- **TDM/VMT Program.** OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (“TDM/VMT Program”) that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER’s first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

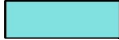
- **Infrastructure Study Report.** OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
 - sound wall layout
 - signal interconnect exhibit
 - right of way dedication exhibit
 - greenway dedication exhibit
 - the yard exhibit and cost estimate
 - mobility hub exhibit and cost estimate
 - CFD map showing what will be maintained
 - Map and description for wells and pipes
 - Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

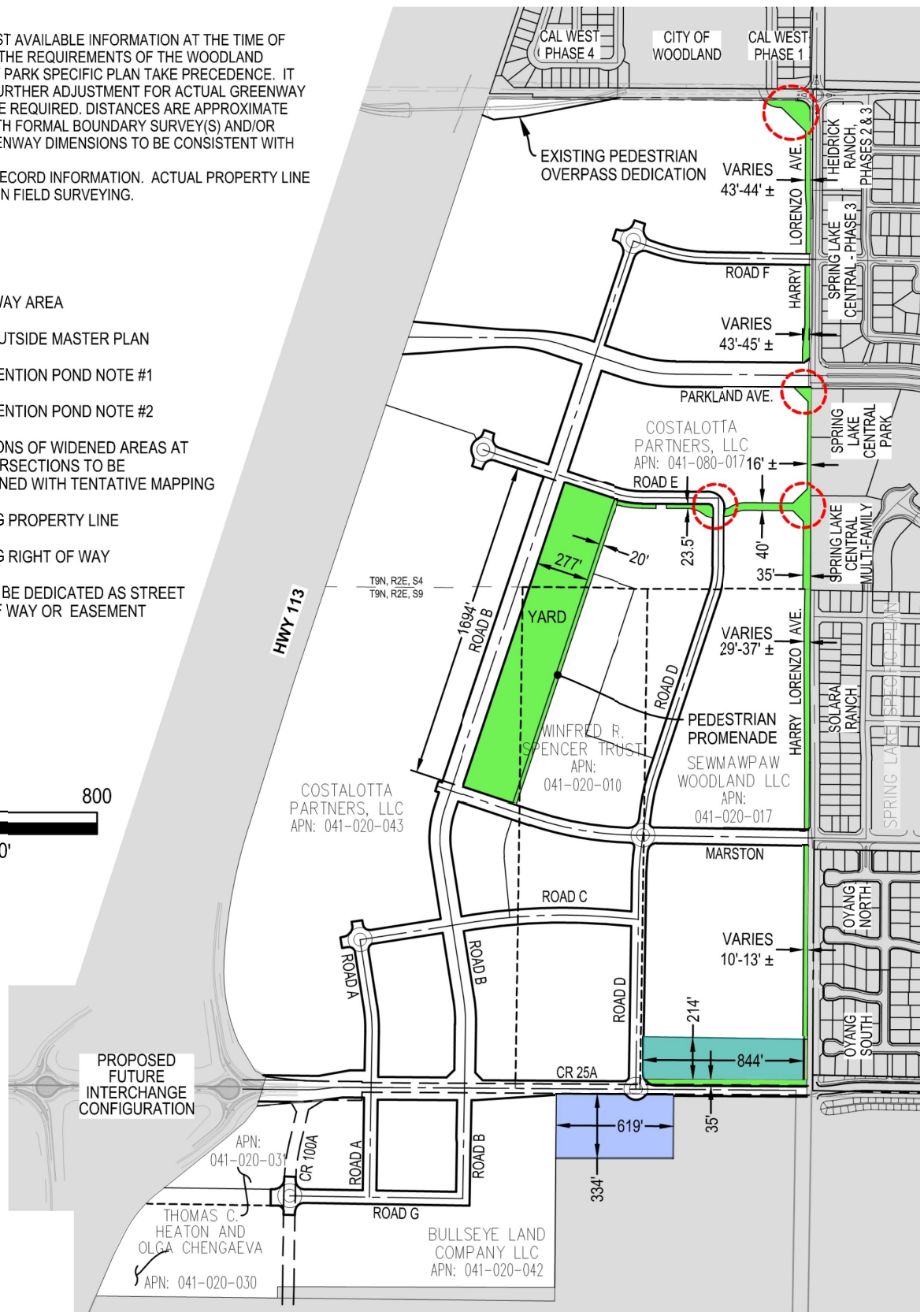
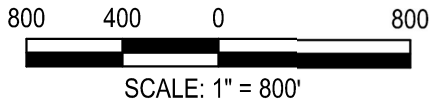
EXHIBIT G
PUBLIC DEDICATIONS

NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL GREENWAY AND PARK DEDICATION MAY BE REQUIRED. DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN. ANY CHANGE IN GREENWAY DIMENSIONS TO BE CONSISTENT WITH ACREAGE IN SPECIFIC PLAN.
3. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.

LEGEND:

-  GREENWAY AREA
-  AREA OUTSIDE MASTER PLAN
-  SEE DETENTION POND NOTE #1
-  SEE DETENTION POND NOTE #2
-  DIMENSIONS OF WIDENED AREAS AT KEY INTERSECTIONS TO BE DETERMINED WITH TENTATIVE MAPPING
-  EXISITING PROPERTY LINE
-  EXISITING RIGHT OF WAY
-  AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT



DETENTION POND NOTES:

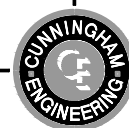
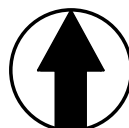
1. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS AND TENTATIVE MAP LAYOUT.
2. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS.

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 08/01/23
JOB No: 1593.00.06

WOODLAND

WOODLAND RESEARCH AND TECHNOLOGY PARK GREENWAY DEDICATION EXHIBIT

CALIFORNIA



Project Planning ■ Civil Engineering ■ Landscape Architecture
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2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
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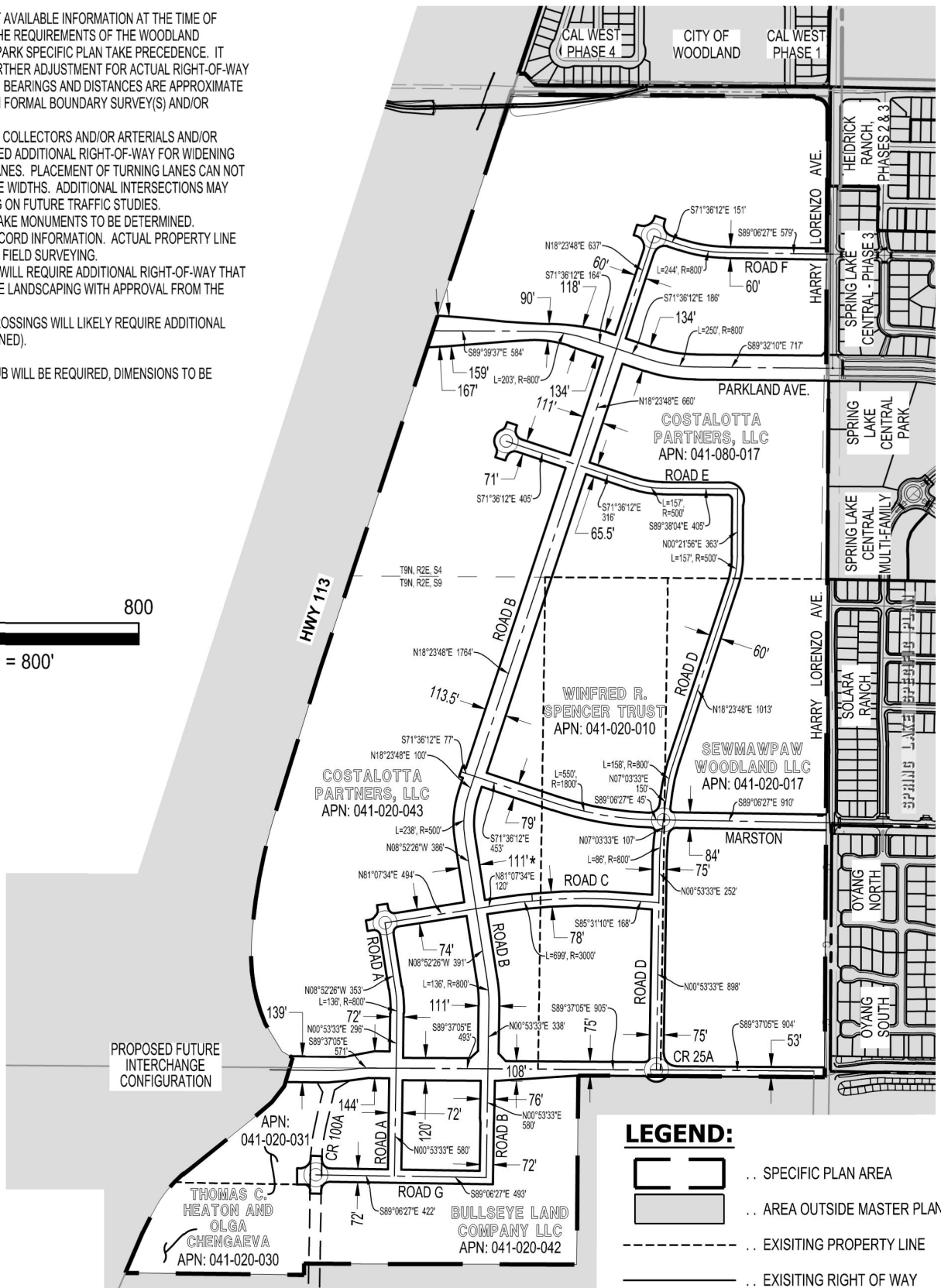
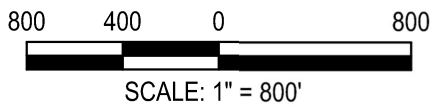
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NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL RIGHT-OF-WAY DEDICATION MAY BE REQUIRED. BEARINGS AND DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN.
2. ALL INTERSECTIONS INVOLVING COLLECTORS AND/OR ARTERIALS AND/OR ROUNDABOUTS WILL LIKELY NEED ADDITIONAL RIGHT-OF-WAY FOR WIDENING TO ACCOMMODATE TURNING LANES. PLACEMENT OF TURNING LANES CAN NOT REDUCE FRONTAGE LANDSCAPE WIDTHS. ADDITIONAL INTERSECTIONS MAY REQUIRE WIDENING DEPENDING ON FUTURE TRAFFIC STUDIES.
3. AREA REQUIRED FOR SPRING LAKE MONUMENTS TO BE DETERMINED.
4. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.
5. STREETS WITH BUS TURNOUTS WILL REQUIRE ADDITIONAL RIGHT-OF-WAY THAT MAY BE TAKEN FROM FRONTAGE LANDSCAPING WITH APPROVAL FROM THE CITY ENGINEER.
6. BICYCLE / PEDESTRIAN OVERCROSSINGS WILL LIKELY REQUIRE ADDITIONAL RIGHT-OF-WAY (TO BE DETERMINED).

* ADDITIONAL RW FOR MOBILITY HUB WILL BE REQUIRED, DIMENSIONS TO BE DETERMINED.



LEGEND:

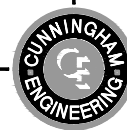
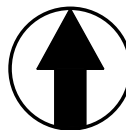
- .. SPECIFIC PLAN AREA
- .. AREA OUTSIDE MASTER PLAN
- .. EXISTING PROPERTY LINE
- .. EXISTING RIGHT OF WAY
- .. AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 02/21/22
JOB No: 1593.00-06

WOODLAND RESEARCH AND TECHNOLOGY PARK DEDICATION EXHIBIT

WOODLAND

CALIFORNIA



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■ Sacramento Office 2120 20th Street, Suite Three Sacramento, CA 95818 (916) 455-2026
■ Davis Office 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".
2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.
3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
 - a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
 - b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
 - c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
 - d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
 - e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
 - f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

4. In-Lieu Fees – Consistent with the requirements of the City of Woodland’s Affordable Housing Ordinance:
- a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner’s affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner’s satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
 - b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
 - i. \$3.00/sf on all market rate Low Density Residential units
 - ii. \$2.50/sf on all market rate Medium Density Residential units
 - iii. \$2.00/sf on all market rate High Density Residential units
 - c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City’s housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.
5. Land Dedication - In accordance with the City of Woodland’s Affordable Housing Ordinance:
- a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP:** Land within the Low Density Residential (LDR) or

Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

- b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
 - i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
 - ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with, or bonds shall be provided to ensure the construction of, infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.
- c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be

transferred to other lower density zones without separate City approval, in City's sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
 - East Regional Pond
 - North Regional Pond
 - County Road 25A Channel
 - Outfall Channel and Outfall Channel Outlet Structure
 - Farmers Central Drainage Channel
 - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for one-half of the Pedestrian Overcrossing. The City will designate the portion of the Pedestrian Overcrossing funded by the Maintenance CFD at its discretion in conformance with all applicable law..
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible on the east side of the State Route 113/County Road 25A interchange. The specific area in the interchange funded by the Maintenance CFD shall be determined by the City at its discretion in conformance with all applicable law.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit
- Maintenance of any landscaping on the east side of SR 113 adjacent to the project limits of the WRTP.

EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the “CIP”) and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the “CIP Modification Work”) and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the “Master Planning and Design Work”).

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F. Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the “Dedication Property”) for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the “Dedicating Property Owner”) shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the “Constructing Property Owner”) determine that the Dedicating Property Owner’s Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost other than the amount paid through the RTIF program, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owner to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for public infrastructure as set forth in the Schedule of Costs contained in the CIP, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. For purposes of determining the cost of the public improvements in comparison to the amounts in the CIP, the Owner may group the calculation of all improvements constructed with the same tentative map, constructed during the same time period and submitted for City documentation at the same time. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be amended from time to time and as

updated annually based on the Construction Cost Index (“CCI”)) at the time the Owner awards the construction contract for the applicable public improvement. If construction is not completed in the same calendar year as the contract is awarded, then the CIP valuation may be increased by up to one year of CCI (in addition to any other changes to the CIP that may have occurred between contract award and July 1 of the following year). If the Owner requests credit and reimbursement in the same year that the contract is awarded (either through this subsection b. or through subsection f. below), then they shall not be eligible for the additional year of CCI. Following completion of the applicable public improvements, the Owner shall provide to the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the CIP valuation established at the time of contract award (and if applicable as amended by one year of CCI), or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer’s estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record (“CCI”) through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work

required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Work must be reviewed by the City and approved in writing prior to contract execution (or contract amendment execution) in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a “Credit/Reimbursement Account” for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record Twenty City Index or other index adopted by the City Council (“CCI”) at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by an Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner’s RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the “Administration Portion”). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner’s Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be

available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF; (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

h. Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments

from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

i. City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

EXHIBIT K

WRTP PROJECT FEES

CITY shall collect any of the following fees based on the project conditions of approval, the WRTP approval documents and as defined in this Exhibit K. 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. Actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees are subject to annual Construction Cost Increases (CCI) and may be subject to increases based on City evaluation of the various fee programs in accordance with applicable State law, or with regard to the RTIF, in accordance with the Development Agreement and the RTIF Report. The Engineering News-Record Twenty City Index or other index adopted by the City Council shall be used for the calculation of CCI.

Development Impact Fees for the following categories and amounts are shown as of September 2023. The Administrative Guidelines in effect on the date of the approval of this Agreement shall be used for the duration of this Agreement.

Development Impact Fee	Greenfield SFD (Single Family Dwelling)	Greenfield MFU (Multi-family Unit)
General City	\$1,005	\$755
Fire	\$3,406	\$2,042
Library	\$628	\$471
Police	\$823	\$616
Wastewater	\$7,524	\$5,642
Water Capacity Fee	\$6,174	\$4,630*
Parks & Recreational Facilities	\$9,279	\$6,959
Roads	\$9,915	\$4,063
Admin Fee (.75%)	\$291	\$189
Storm Drainage Facilities	\$0	\$0
Total	\$39,045	\$25,367
Storm drainage is \$0 for the WRTP, as it is all paid in the RTIF. Water fee is reduced (to 75% of the SF rate) for multifamily. *Water Capacity Fee will be determined by meter size		

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit, as follows:

- RTIF fees for the cost of the backbone infrastructure to the Woodland Research and Technology Park plan area (September 2023 fees) are as listed in Attachment No. 1 to this Exhibit.
- Habitat Conservation Obligation. Before any ground-disturbing activities, the City will require project proponent/s to submit the Yolo HCP/NCCP *Application Form* for non-member agency projects and *Member Agency Reporting Form* for member agency projects, as applicable, and pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form.
- Affordable Housing. All residential projects are subject to the Citywide Affordable Housing

Ordinance (WMC Chapter 15.16) which requires a 10 percent inclusionary housing obligation, except where modified by the W RTP Project Development Agreement (Exhibit H). Applicants shall comply with their inclusionary obligation through on site construction of affordable units, through the payment of in-lieu fees, and/or through land dedication as specified in Exhibit H. The current in-lieu fees are as follows: for LDR \$3.00/building sq ft, for MDR \$2.50/building sq ft and for HDR \$2.00/building sq ft

- Conversion of Prime Agricultural Land. Project applicants for future projects proposed within the W RTP Specific Plan Area are required to comply with Woodland Municipal Code Chapter 15.33, which requires replacement of Prime Farmland at a 1:1 ratio. In addition, the South Regional Pond development area is subject to the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), which requires replacement of Prime Farmland at a ratio of three acres of conserved farmland to one acre of converted land and replacement of other types of farmland at a ratio of two acres to one; small projects of less than 20 acres may pay an in-lieu fee rather than conserve farmland directly.
- Fair Share Cost of public facilities, services and improvements as determined by the City of Woodland nexus study (MPFP fee triggered at building permit)
- Public transit capital fee of \$311 for LDR, \$212 for MDR and \$159 for HDR. This fee will be used to pay for the construction of transit capital improvements.
- Installation of or payment of fees consistent with the City's Public Art Ordinance.
- Tentative Map processing shall be paid on a time and materials basis based on the City's current liability account procedures (at the time of project application).
- With regard to Engineering fees: Plan Check fees shall be 3% of the value of the improvements or as modified based on the engineering fees in effect at time of Development Agreement approval. At the City's option, inspection fees will be paid for on a time and materials basis or on a fee basis per the engineering fees in effect at the time of Development Agreement approval.
- Building permit fees, planning fees, fire department fees and all other development processing fees not mentioned in this Exhibit will be those fees in effect at the time the various documents are submitted to the City for approval; provided that the Property shall only be subject to City fees to the extent they existed at the time this Agreement was approved by City Council. City has disclosed and Owner has acknowledged that City may during the term of this Agreement adopt new and different City-wide processes and labels for processing development approvals and development processing fees. Owner will comply with changes as they apply to the Property, provided that in no case shall such changes adversely affect or modify Owner's rights under this Agreement, nor shall such changes increase the total costs payable by Owner for development processing fees above what would have been charged for the applicable development approvals immediately prior to such change, without a mutually agreed amendment to this Agreement.
- If any fees are modified or new fees are created based on County, State or Federal requirements (or in response to County, State and Federal requirements), then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval, provided that any increased cost to Owner shall be limited to the costs related to County, State and Federal requirements). If any building fees are modified or new fees are created based on the International Code Council (ICC) or similarly used resources in the building industry, then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval.

Table 1-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Program Fee Summary (2023\$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
<i>Source</i>	<i>Table 4-4</i>	<i>Table 4-12</i>	<i>Table 4-6</i>	<i>Table 4-8</i>	<i>Table 4-10</i>		<i>Table 3-1</i>	
<i>Percentage</i>							<i>4.00%</i>	
Residential by Land Use								
Low Density (LDR)	-	-	\$6,952	\$2,907	\$1,176	\$11,036	\$441	\$11,477
Medium Density (MDR)	-	-	\$4,742	\$2,475	\$910	\$8,127	\$325	\$8,452
High Density (HDR)	-	-	\$3,085	\$1,759	\$819	\$5,663	\$227	\$5,890
Residential by Square Foot Range								
Single Family (LDR and MDR)								
< 1,000 sq. ft.	\$12,800	\$8,199	-	-	-	\$20,999	\$840	\$21,839
1,000 to 1,999 sq. ft.	\$20,696	\$14,450	-	-	-	\$35,146	\$1,406	\$36,552
2,000 to 2,999 sq. ft.	\$29,904	\$22,380	-	-	-	\$52,284	\$2,091	\$54,375
> 2,999 sq. ft.	\$36,547	\$27,555	-	-	-	\$64,102	\$2,564	\$66,666
Multifamily (HDR)								
< 1,000 sq. ft.	\$12,256	\$14,450	-	-	-	\$26,705	\$1,068	\$27,773
≥1000 sq. ft.	\$13,606	\$16,533	-	-	-	\$30,139	\$1,206	\$31,345
Residential for Average Unit Size								
Low Density (2,300 sq. ft.)	\$29,904	\$22,380	\$6,952	\$2,907	\$1,176	\$63,321	\$2,533	\$65,854
Medium Density (1,850 sq. ft.)	\$20,696	\$14,450	\$4,742	\$2,475	\$910	\$43,273	\$1,731	\$45,004
High Density (990 sq. ft.)	\$12,256	\$14,450	\$3,085	\$1,759	\$819	\$32,368	\$1,295	\$33,663
Commercial [1]								
Village Center/Community Commercial Business Park	\$189,072	N/A	\$22,213	\$2,580	\$2,596	\$216,461	\$8,658	\$225,119
	\$86,378	N/A	\$22,213	\$2,346	\$1,731	\$112,667	\$4,507	\$117,174
Commercial [1]								
Village Center/Community Commercial Business Park	\$9.99	N/A	\$1.17	\$0.14	\$0.14	\$11.43	\$0.46	\$11.89
	\$4.96	N/A	\$1.27	\$0.13	\$0.10	\$6.47	\$0.26	\$6.73

Source: City of Woodland; EPS

[1] Commercial fees will be charged per gross developable acre. The amount per bldg. sq. ft. is shown for informative purposes only.

EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this “**Assignment**”) is made effective as of _____, 20__ (the “**Effective Date**”), by and between _____, L.P., a California limited partnership (“**Assignor**”), and _____, L.P., a California limited partnership (“**Assignee**”).

RECITALS

A. The City of Woodland (“**City**”) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the “**City**”) and Assignor, dated on or about _____ (the “**Development Agreement**”), as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the “**Official Records**”). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”) as more particularly set forth in the Development Agreement (the “**Development Agreement Rights, Duties and Obligations**”).

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor’s Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the “**Assumed Obligations**”).

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____

E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”

PROPERTY

EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland ("**City**") adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties and Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”
ENTIRE PROPERTY

EXHIBIT “B”
TRANSFERRED PROPERTY

Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT
(Costalotta Partners, LLC—Woodland Research and Technology Park)

DEVELOPMENT AGREEMENT BETWEEN
CITY OF WOODLAND
and
COSTALOTTA PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY, ETC.

DEVELOPMENT AGREEMENT NO. ____

This Development Agreement (hereinafter “Agreement”) is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the “Effective Date”) by and among the City of Woodland, a California municipal corporation (hereinafter “CITY”), and COSTALOTTA PARTNERS, LLC, a California limited liability company (hereinafter “OWNER”):

RECITALS

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

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the “Final EIR”), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the “Specific Plan”), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY’s General Plan and the Specific Plan applicable thereto; 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 Property 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 the 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 Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 “Capital Improvement Plan” or “CIP” means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 “Development” means the improvement of the Property 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.

1.1.5 “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) the Woodland Research and Technology Park Specific Plan, as it may be amended from time to time;

- (b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;
- (c) conditional use permits, design review approvals and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of easements, 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.

1.1.7 “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, but does not include park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. “Development Impact Fee” shall not include processing fees and charges 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, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 “Development Plan” means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit “C”, which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date.

1.1.11 “General Plan” means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 “Improvements Outside Specific Plan Area” means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 “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, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of easements or 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 and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Maintenance CFD” shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16 “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.

1.1.17 “Offsite Property” has the meaning set forth in Section 3.11 of this Agreement.

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

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

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

1.1.21 “Public Infrastructure Reimbursement Rules” means the “Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan,” attached hereto as Exhibit “J” and incorporated herein by this reference.

1.1.22 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 “Specific Plan” means that certain specific plan adopted by the City Council by Resolution No. ___, and entitled, “Woodland Research and Technology Park Specific Plan.”

1.1.24 “Specific Plan Area” means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 “Subdivision Map Act” means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date 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.

Exhibit “D” — Infrastructure Phasing Rules.

Exhibit “E” — WRTP CIP Modification

Exhibit “F” — Master Planning and Design Obligations

Exhibit “G” — Public Dedications

Exhibit “H” — WRTP Affordable Housing Plan

Exhibit “I” — Maintenance Services

Exhibit “J” — Public Infrastructure Reimbursement Rules

Exhibit “K” — W RTP Project Fees

Exhibit “L” — Form of Assignment and Assumption Agreement

Exhibit “M” — Form of Partial Assignment and Assumption Agreement

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 only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the “Term.” Any tentative map approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus the Community Development Director is hereby authorized to grant two extensions of two (2) years each at the Community Development Director’s sole discretion, without further approval by the Planning Commission or City Council, plus (ii) such time extensions authorized by state law currently or in the future.

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, limited liability company, 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, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative 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 and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

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. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, 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 portion of the Property sold, transferred, or assigned.

(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 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 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.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon 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 which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

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

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "M" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City’s Municipal Code and applicable state law.

2.7 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, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.
- (e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

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 which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 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, including, without limitation, by courier, 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. 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
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

Costalotta Partners, LLC
P.O. Box 120
Woodland, CA 95695

(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. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of easements or land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to develop the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, 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 in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.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. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date whether by regulatory action, Council vote,

voter initiative or otherwise, which purport to cap, prohibit or otherwise limit development and/or the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones (“RDZ”) that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ’s.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) Except for the provisions stated above, the CITY has sole authority to approve the reallocation of units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study and if necessary updates to the Public Facilities Financing Plan and the CIP.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide

infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit “D” (the “Phasing Rules”), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City’s obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of building permits issued within the Specific Plan Area until certain public improvements are

complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Conceptual Plan for HDR/CCO Properties. Prior to or concurrently with submission to CITY of OWNER's first application for a tentative subdivision map or other Subsequent Development Entitlement for the property bounded by Road B, County Road 25A, Road D and Road C following approval of this Agreement, OWNER shall submit to the City for approval, with a copy to Tammy Emery, Sole Trustee of the Spencer Revocable Living Trust Dated May 15, 1995 or the successor in interest to fee title to the property adjacent to the Property and owned by Tammy Emery at the time of recordation of this Agreement ("Spencer"), a conceptual plan to include a land use proposal for the portion of OWNER's Property and the Property owned by Spencer and designated as High Density Residential/Community Commercial Overlay ("HDR/CCO") in the Specific Plan, which conceptual plan shall include a description of the relationship between the two development types, including opportunities for shared access for the designated properties (from Roads B and/or C), circulation, and parking. Parking to serve the designated properties shall be located away from Road B, behind any buildings that front Road B. Such conceptual plan shall be subject to review and approval by the Community Development Director in consultation with CITY's traffic engineer to confirm consistency with the requirements with this Section, which approval shall not be unreasonably withheld. If the conceptual plan is submitted by Spencer and approved by the Community Development Director prior to submission of OWNER's first application for a tentative subdivision map or a referenced above, such approval shall satisfy OWNER's obligation under this Section.

3.7 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,

(c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,

(d) Delete a requirement for the reservation or dedication of easements or land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.8 Reservations of Authority.

3.8.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

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

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

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan. Further, for the first ten (10) years following the Effective Date, the City shall not implement a change to the City's engineering standards and specifications that would result in an increase to the cost of construction of the required public improvements for a subdivision located within the Property by more than 2% of the estimated cost of the public improvements prior to such change.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and 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 which do not conflict with those rules, regulations and policies set forth in 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 conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.8.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with this Development Agreement or the Specific Plan in the form in effect on the Effective Date of this Development Agreement, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Specific Plan.

3.8.3 Modification or Suspension by State or Federal Law. In the event that State 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. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.8.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.8.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

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

3.10 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, 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 (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts,

including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.10. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.10 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.10 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.10.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.10.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other

property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Even if the property is not included in the CIP, the rules set forth in Section 3 of the Public Infrastructure Reimbursement Rules shall be followed. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.10 to acquire such property.

3.11 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY 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. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.13 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.14 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are

needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.15 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which 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. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit "K", W RTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees or other fees that are not listed in Exhibit "K" in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees as permitted by State law, except that OWNER and

CITY agree that new fee categories cannot be added to this project without mutual written agreement amending this Agreement. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the “RTIF”) as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERS within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the “RTIF Report”), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, “WRTP CIP Modification”, attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that

includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located within the Spring Lake Specific Plan Area for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone (“RDZ”) 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY’s deferred impact fee policy for non-residential development, if applicable. At CITY’s discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of easements, land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER’s Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer’s estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record (“CCI”). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure

Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of easements, land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit “F” (“**Master Planning and Design Obligations**”), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit “E” (**CIP Modification Work**). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit “G” (“**Public Dedications**”), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER’s Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit “G” but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of \$9,279 per single family unit or \$6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Reservation of School Site. OWNER shall reserve up to twelve (12) acres of the Property (with the exact amount determined at the discretion of WJUSD) for purchase by Woodland Joint Unified School District ("WJUSD") for the development of an elementary school campus (the "School Site"). Unless otherwise agreed to in a School Site Purchase and Sale Option Agreement between OWNER and WJUSD, the School Site shall be made available

to WJUSD for purchase until issuance of the 350th residential building permit in the Specific Plan Area or at such time as the school fees paid by OWNER and other property owners in the Specific Plan Area are sufficient to cover the land purchase costs for the School Site, whichever occurs sooner. The parties expect that WJUSD will prioritize use of school fees collected from development in the Specific Plan Area toward purchase of the School Site, should WJUSD determine that the School Site is needed. No later than 60 days after the execution of this Agreement, OWNER shall enter into good faith negotiations with WJUSD on a School Site Purchase and Sale Option Agreement. As part of the School Site Purchase and Sale Option Agreement, if WJUSD and OWNER agree that a supplemental fee shall be paid by OWNER towards construction of facilities that provide capacity for students generated by the Specific Plan, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of a WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Option Agreement. In the event WJUSD does not proceed with construction of an elementary school at the School Site, or other project(s) specified in the School Site Purchase and Sale Option Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City.

4.9 Dedication of Land for Business Incubator Property. Within the first 500,000 square feet of non-residential construction, OWNER shall set aside land sufficient for the construction of no less than 30,000 square feet of research and technology space dedicated to the support of new technology-based companies, such as start-up/business incubator space or academic-industry collaboration space. CITY and OWNER shall work together to determine an appropriate operator for such space, and upon such determination, the research and technology land shall be dedicated to such operator at no cost.

4.10 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties agree that OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.11 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a

single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. 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. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to

work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of the Spring Lake Community Facilities District (“**Sports Park CFD**”) which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project for services identified in Exhibit I or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the “**Maintenance CFD**”), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, *et seq.*, and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit “I”, attached hereto and incorporated herein by this reference (“**Maintenance Services**”).

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor's parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement as determined by the City, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

- (a) Recommendation of the Community Development Director;
- (b) Affirmative vote of at least four (4) members of the Planning Commission; or
- (c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) 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, during the period under review, the review for that period shall be concluded.

(b) 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, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), 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 CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 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 in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 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 written 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 which 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 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the 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 Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate 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 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 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date (“General Plan”), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY’s determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

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

OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 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.

8.4 Environment 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.

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

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, 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 City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall 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 which 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, including but not limited to the payment of the 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 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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 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. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development of the Property to support successful development of each of the allowed land uses in the Specific Plan Area. The City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

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

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

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 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.

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Costalotta Partners, LLC—Woodland Research and Technology Park)**

"OWNER"

COSTALOTTA PARTNERS LLC,
a California limited liability company

By: _____
Name: Timothy L. Beeman
Its: Manager
Date: _____

"CITY"

CITY OF WOODLAND,
a California municipal corporation

By: _____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Yolo, State of California, described as follows:
THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B.&M.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED IN BOOK 1806, PAGE 483, OFFICIAL RECORDS OF YOLO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE CALIFORNIA BY DEED RECORDED IN BOOK 1852 PAGE 186 OFFICIAL RECORDS OF YOLO COUNTY.

FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF IN THE GRANT DEED RECORDED SEPTEMBER 25, 1998, INSTRUMENT NO. 98-0027921 OFFICIAL RECORDS OF YOLO COUNTY.

TOGETHER WITH

ALL THAT PORTION OF GRANT DEED RECORDED ON DECEMBER 1, 1992 IN BOOK 2427 AT PAGE 15 OF YOLO COUNTY RECORDS THAT IS DESCRIBED AS "PARCEL TWO" ON BOOK 2427 AT PAGE 17 OF SAID GRANT DEED THAT IS LOCATED EAST OF THAT PORTION THEREOF CONVEYED TO THE STATE CALIFORNIA BY DEED RECORDED IN BOOK 1852 PAGE 186 OFFICIAL RECORDS OF YOLO COUNTY.

ALSO, TOGETHER WITH

THAT PORTION OF SAID GRANT DEED THAT IS DESCRIBED AS "THE WARD RANCH" ON BOOK 2427 AT PAGE 17 OF SAID GRANT DEED THAT IS LOCATED EAST OF THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY THAT CERTAIN GRANT DEED RECORDED JULY 12, 1973 IN VOLUME 1069 AT PAGE 268, OFFICIAL RECORDS OF YOLO COUNTY, CALIFORNIA AS CORRECTED BY THAT CERTAIN CORRECTION DEED RECORDED AS INSTRUMENT NO. 14584 ON OCTOBER 1, 1973 IN VOLUME 1078 PAGE 626 OFFICIAL RECORDS OF YOLO COUNTY, CALIFORNIA.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 2015-0038, RECORDED SEPTEMBER 01, 2015, AS INSTRUMENT NO. 20150024677 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF WOODLAND, A MUNICIPAL CORPORATION BY DEED RECORDED JULY 17, 2015 AS INSTRUMENT NO. 20150020089, OFFICIAL RECORDS OF YOLO COUNTY.

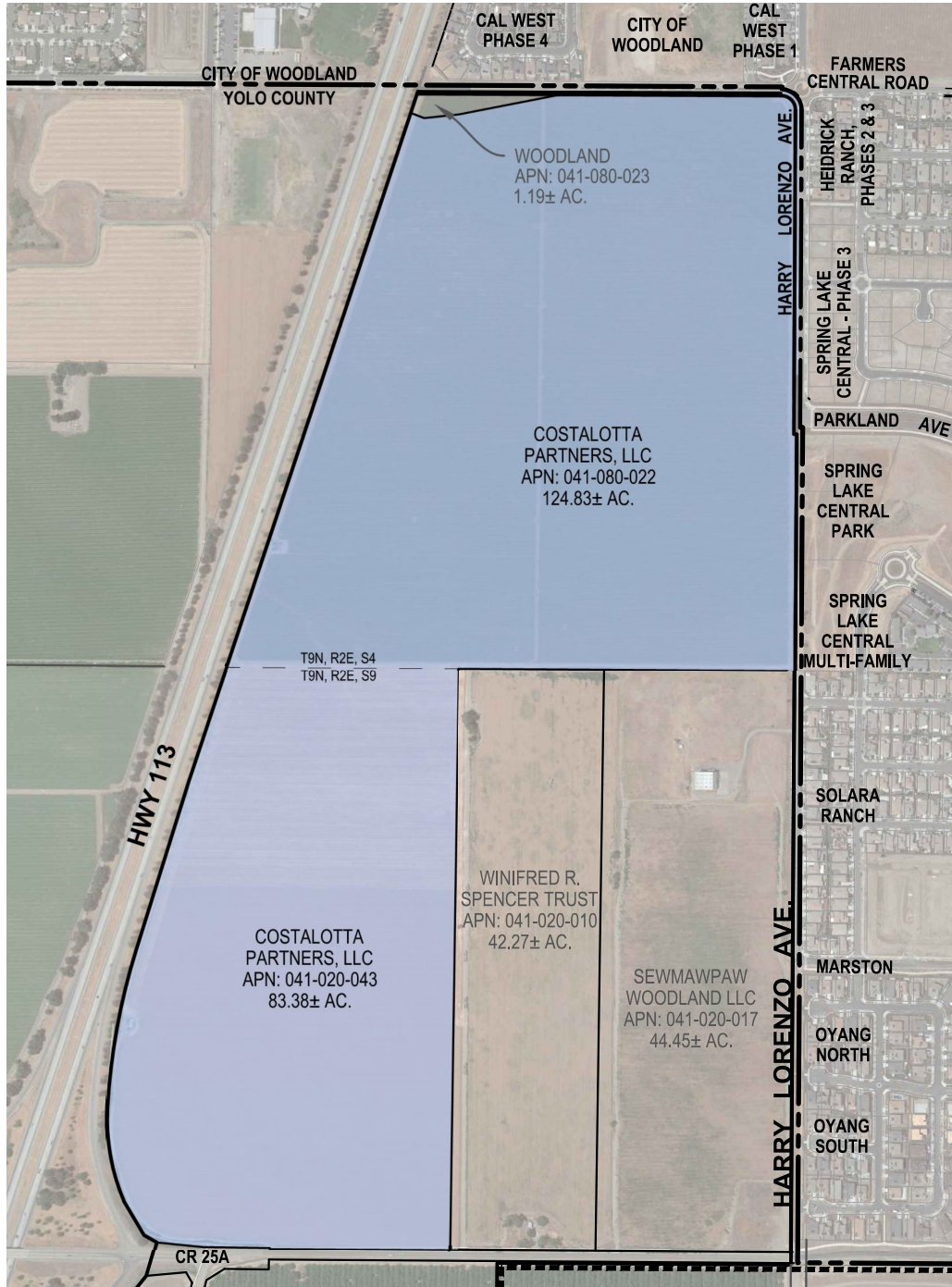
ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF WOODLAND, A CALIFORNIA MUNICIPAL CORPORATION BY DEED RECORDED JUNE 8, 2020 AS INSTRUMENT NO. 2020-0016646, OFFICIAL RECORDS OF YOLO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF WOODLAND, A CALIFORNIA MUNICIPAL CORPORATION BY DEED RECORDED NOVEMBER 18, 2021 AS INSTRUMENT NO. 2021-0043525, OFFICIAL RECORDS OF YOLO COUNTY.

APN: 041-020-043-000 and 041-080-022-000

EXHIBIT B

MAP OF PROPERTY



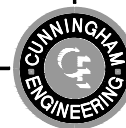
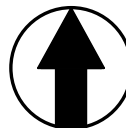
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DESIGNED CC
DRAWN CC
CHECKED SG
DATE: 08/28/2023
JOB No: 1593.00.04

**WOODLAND RESEARCH AND
TECHNOLOGY PARK**
PROPERTY MAP - COSTALOTTA PARTNERS, LLC

WOODLAND

CALIFORNIA



Project Planning ■ Civil Engineering ■ Landscape Architecture
■ Sacramento Office ■ Davis Office
2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

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SCALE
1" = 800'
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EXHIBIT C
DEVELOPMENT PLAN



EXISTING ZONING

LEGEND

- LDR LOW DENSITY RESIDENTIAL
- VCLDR VILLAGE CENTER LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- VCMDR VILLAGE CENTER MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL
- HDR/CCO HIGH DENSITY RESIDENTIAL WITH COMMUNITY COMMERCIAL OVERLAY
- VCMU VILLAGE CENTER MIXED USE
- RTP RESEARCH & TECHNOLOGY PARK
- RTP/TO RESEARCH & TECHNOLOGY PARK WITH TRANSITIONAL OVERLAY
- RTP/CCO RESEARCH & TECHNOLOGY PARK WITH COMMUNITY COMMERCIAL OVERLAY
- RTP/RFO RESEARCH & TECHNOLOGY PARK WITH RESEARCH FLEX OVERLAY
- HC HIGHWAY COMMERCIAL
- OS GREENBELTS, OPEN SPACE
- PP PEDESTRIAN PROMENADE
- VCOS VILLAGE CENTER OPEN SPACE
- DET POND DETENTION POND

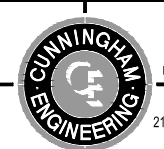


PROPOSED CITY OF WOODLAND ZONING

0 500 1000
SCALE: 1" = 1000'

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

SCALE
1" = 300'

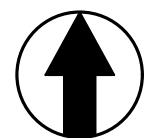


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CITY OF WOODLAND

LAND USE ZONING EXHIBIT
WOODLAND RESEARCH AND TECHNOLOGY PARK

CALIFORNIA



SHEET
1
OF
1
DATE: 07/12/2023
JOB NO: 1593.00.04

EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan (“Phasing Plan”) for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the “Rules”). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer’s Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall work to design, fund and construct the following improvements as determined by the City Engineer:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g., traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units¹ to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
Per unit contribution = project cost * 1.2 * 0.53/500 units
The project cost is the amount listed in the CIP with an annual adjustment by CCI
The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
0.53 is the cost share for the WRTP as reflected in the CIP
The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

¹ All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

- The Parkland Ave Overcrossing abutment fill slope, dirt placement, compaction to CalTrans standards and stabilization must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

- The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

- Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

- The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

- The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

- Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, the City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the W RTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .
- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (“TDM/VMT Program”) that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER’s first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

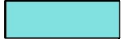
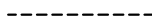
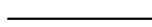
- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
 - sound wall layout
 - signal interconnect exhibit
 - right of way dedication exhibit
 - greenway dedication exhibit
 - the yard exhibit and cost estimate
 - mobility hub exhibit and cost estimate
 - CFD map showing what will be maintained
 - Map and description for wells and pipes
 - Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

EXHIBIT G
PUBLIC DEDICATIONS

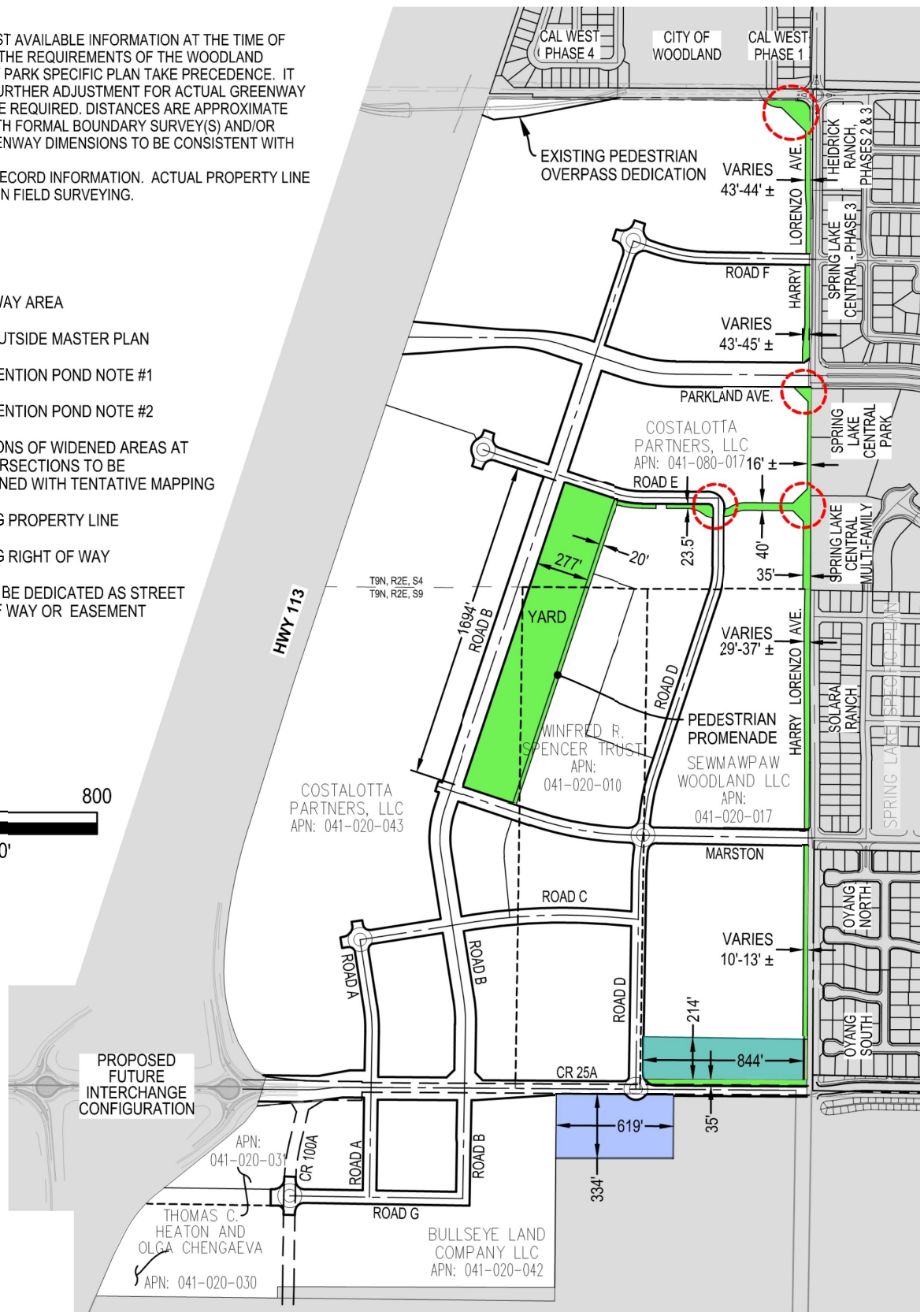
NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL GREENWAY AND PARK DEDICATION MAY BE REQUIRED. DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN. ANY CHANGE IN GREENWAY DIMENSIONS TO BE CONSISTENT WITH ACREAGE IN SPECIFIC PLAN.
3. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.

LEGEND:

-  GREENWAY AREA
-  AREA OUTSIDE MASTER PLAN
-  SEE DETENTION POND NOTE #1
-  SEE DETENTION POND NOTE #2
-  DIMENSIONS OF WIDENED AREAS AT KEY INTERSECTIONS TO BE DETERMINED WITH TENTATIVE MAPPING
-  EXISITING PROPERTY LINE
-  EXISITING RIGHT OF WAY
-  AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT

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DETENTION POND NOTES:

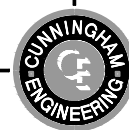
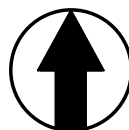
1. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS AND TENTATIVE MAP LAYOUT.
2. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS.

DESIGNED SG
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CHECKED SG
DATE: 08/01/23
JOB No: 1593.00.06

WOODLAND

WOODLAND RESEARCH AND TECHNOLOGY PARK GREENWAY DEDICATION EXHIBIT

CALIFORNIA



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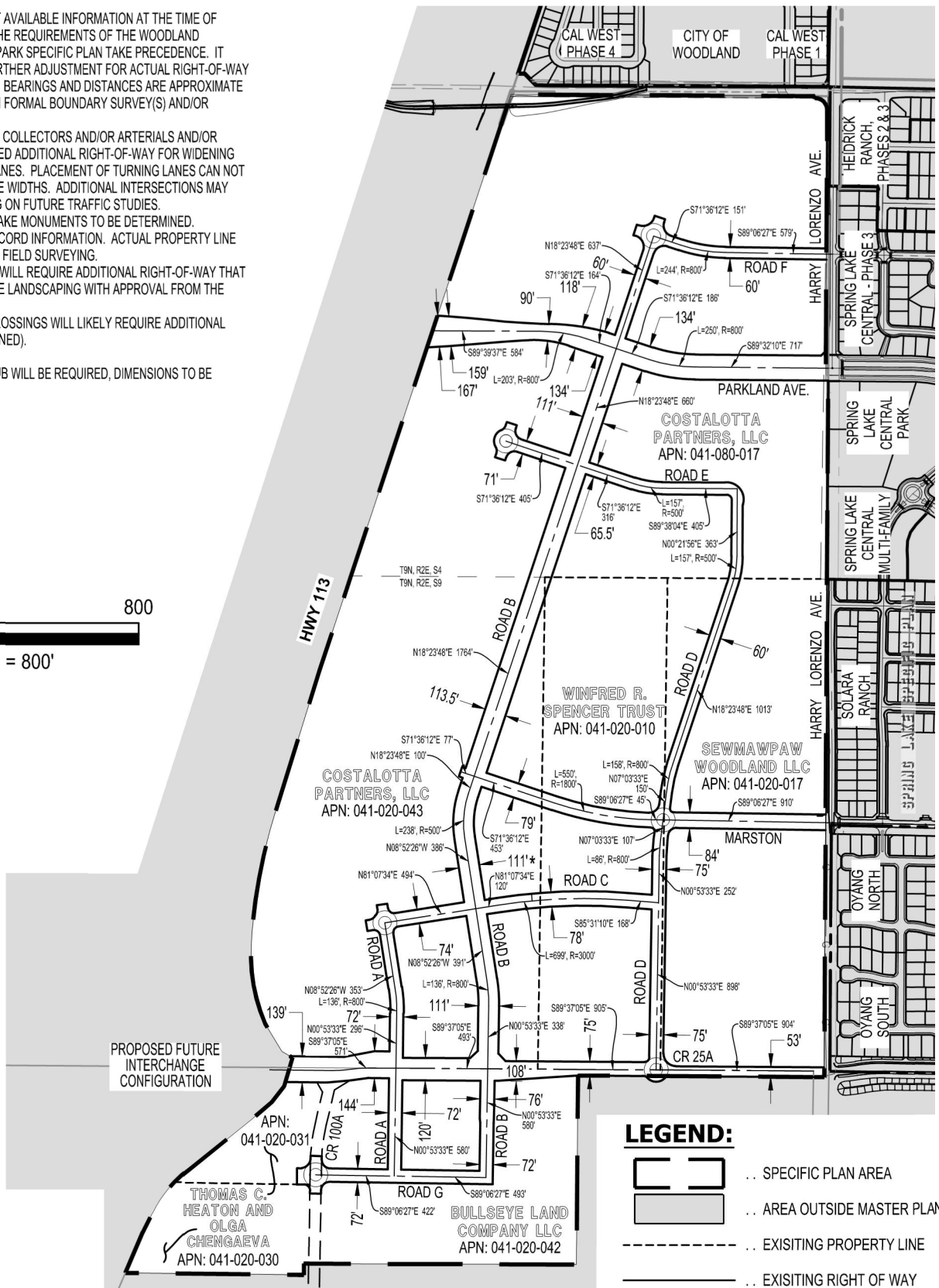
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NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL RIGHT-OF-WAY DEDICATION MAY BE REQUIRED. BEARINGS AND DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN.
2. ALL INTERSECTIONS INVOLVING COLLECTORS AND/OR ARTERIALS AND/OR ROUNDABOUTS WILL LIKELY NEED ADDITIONAL RIGHT-OF-WAY FOR WIDENING TO ACCOMMODATE TURNING LANES. PLACEMENT OF TURNING LANES CAN NOT REDUCE FRONTAGE LANDSCAPE WIDTHS. ADDITIONAL INTERSECTIONS MAY REQUIRE WIDENING DEPENDING ON FUTURE TRAFFIC STUDIES.
3. AREA REQUIRED FOR SPRING LAKE MONUMENTS TO BE DETERMINED.
4. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.
5. STREETS WITH BUS TURNOUTS WILL REQUIRE ADDITIONAL RIGHT-OF-WAY THAT MAY BE TAKEN FROM FRONTAGE LANDSCAPING WITH APPROVAL FROM THE CITY ENGINEER.
6. BICYCLE / PEDESTRIAN OVERCROSSINGS WILL LIKELY REQUIRE ADDITIONAL RIGHT-OF-WAY (TO BE DETERMINED).

* ADDITIONAL RW FOR MOBILITY HUB WILL BE REQUIRED, DIMENSIONS TO BE DETERMINED.

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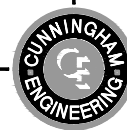
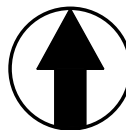
- .. SPECIFIC PLAN AREA
- .. AREA OUTSIDE MASTER PLAN
- .. EXISTING PROPERTY LINE
- .. EXISTING RIGHT OF WAY
- .. AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 02/21/22
JOB No: 1593.00-06

WOODLAND RESEARCH AND TECHNOLOGY PARK DEDICATION EXHIBIT

WOODLAND

CALIFORNIA



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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".
2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.
3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
 - a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
 - b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
 - c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
 - d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
 - e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
 - f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

4. In-Lieu Fees – Consistent with the requirements of the City of Woodland’s Affordable Housing Ordinance:
- a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner’s affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner’s satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
 - b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
 - i. \$3.00/sf on all market rate Low Density Residential units
 - ii. \$2.50/sf on all market rate Medium Density Residential units
 - iii. \$2.00/sf on all market rate High Density Residential units
 - c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City’s housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.
5. Land Dedication - In accordance with the City of Woodland’s Affordable Housing Ordinance:
- a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP**: Land within the Low Density Residential (LDR) or

Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

- b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
 - i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
 - ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with, or bonds shall be provided to ensure the construction of, infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.
- c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be

transferred to other lower density zones without separate City approval, in City's sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
 - East Regional Pond
 - North Regional Pond
 - County Road 25A Channel
 - Outfall Channel and Outfall Channel Outlet Structure
 - Farmers Central Drainage Channel
 - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for one-half of the Pedestrian Overcrossing. The City will designate the portion of the Pedestrian Overcrossing funded by the Maintenance CFD at its discretion in conformance with all applicable law..
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible on the east side of the State Route 113/County Road 25A interchange. The specific area in the interchange funded by the Maintenance CFD shall be determined by the City at its discretion in conformance with all applicable law.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit
- Maintenance of any landscaping on the east side of SR 113 adjacent to the project limits of the WRTP.

EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the “CIP”) and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the “CIP Modification Work”) and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the “Master Planning and Design Work”).

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F. Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the “Dedication Property”) for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the “Dedicating Property Owner”) shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the “Constructing Property Owner”) determine that the Dedicating Property Owner’s Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost other than the amount paid through the RTIF program, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owner to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for public infrastructure as set forth in the Schedule of Costs contained in the CIP, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. For purposes of determining the cost of the public improvements in comparison to the amounts in the CIP, the Owner may group the calculation of all improvements constructed with the same tentative map, constructed during the same time period and submitted for City documentation at the same time. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be amended from time to time and as

updated annually based on the Construction Cost Index (“CCI”)) at the time the Owner awards the construction contract for the applicable public improvement. If construction is not completed in the same calendar year as the contract is awarded, then the CIP valuation may be increased by up to one year of CCI (in addition to any other changes to the CIP that may have occurred between contract award and July 1 of the following year). If the Owner requests credit and reimbursement in the same year that the contract is awarded (either through this subsection b. or through subsection f. below), then they shall not be eligible for the additional year of CCI. Following completion of the applicable public improvements, the Owner shall provide to the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the CIP valuation established at the time of contract award (and if applicable as amended by one year of CCI), or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer’s estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record (“CCI”) through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work

required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Work must be reviewed by the City and approved in writing prior to contract execution (or contract amendment execution) in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a “Credit/Reimbursement Account” for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record Twenty City Index or other index adopted by the City Council (“CCI”) at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner’s RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the “Administration Portion”). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner’s Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be

available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF; (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

h. Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments

from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

i. City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

EXHIBIT K

WRTP PROJECT FEES

CITY shall collect any of the following fees based on the project conditions of approval, the WRTP approval documents and as defined in this Exhibit K. 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. Actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees are subject to annual Construction Cost Increases (CCI) and may be subject to increases based on City evaluation of the various fee programs in accordance with applicable State law, or with regard to the RTIF, in accordance with the Development Agreement and the RTIF Report. The Engineering News-Record Twenty City Index or other index adopted by the City Council shall be used for the calculation of CCI.

Development Impact Fees for the following categories and amounts are shown as of September 2023. The Administrative Guidelines in effect on the date of the approval of this Agreement shall be used for the duration of this Agreement.

Development Impact Fee	Greenfield SFD (Single Family Dwelling)	Greenfield MFU (Multi-family Unit)
General City	\$1,005	\$755
Fire	\$3,406	\$2,042
Library	\$628	\$471
Police	\$823	\$616
Wastewater	\$7,524	\$5,642
Water Capacity Fee	\$6,174	\$4,630*
Parks & Recreational Facilities	\$9,279	\$6,959
Roads	\$9,915	\$4,063
Admin Fee (.75%)	\$291	\$189
Storm Drainage Facilities	\$0	\$0
Total	\$39,045	\$25,367
Storm drainage is \$0 for the WRTP, as it is all paid in the RTIF. Water fee is reduced (to 75% of the SF rate) for multifamily. *Water Capacity Fee will be determined by meter size		

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit, as follows:

- RTIF fees for the cost of the backbone infrastructure to the Woodland Research and Technology Park plan area (September 2023 fees) are as listed in Attachment No. 1 to this Exhibit.
- Habitat Conservation Obligation. Before any ground-disturbing activities, the City will require project proponent/s to submit the Yolo HCP/NCCP *Application Form* for non-member agency projects and *Member Agency Reporting Form* for member agency projects, as applicable, and pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form.
- Affordable Housing. All residential projects are subject to the Citywide Affordable Housing

Ordinance (WMC Chapter 15.16) which requires a 10 percent inclusionary housing obligation, except where modified by the W RTP Project Development Agreement (Exhibit H). Applicants shall comply with their inclusionary obligation through on site construction of affordable units, through the payment of in-lieu fees, and/or through land dedication as specified in Exhibit H. The current in-lieu fees are as follows: for LDR \$3.00/building sq ft, for MDR \$2.50/building sq ft and for HDR \$2.00/building sq ft

- Conversion of Prime Agricultural Land. Project applicants for future projects proposed within the W RTP Specific Plan Area are required to comply with Woodland Municipal Code Chapter 15.33, which requires replacement of Prime Farmland at a 1:1 ratio. In addition, the South Regional Pond development area is subject to the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), which requires replacement of Prime Farmland at a ratio of three acres of conserved farmland to one acre of converted land and replacement of other types of farmland at a ratio of two acres to one; small projects of less than 20 acres may pay an in-lieu fee rather than conserve farmland directly.
- Fair Share Cost of public facilities, services and improvements as determined by the City of Woodland nexus study (MPFP fee triggered at building permit)
- Public transit capital fee of \$311 for LDR, \$212 for MDR and \$159 for HDR. This fee will be used to pay for the construction of transit capital improvements.
- Installation of or payment of fees consistent with the City's Public Art Ordinance.
- Tentative Map processing shall be paid on a time and materials basis based on the City's current liability account procedures (at the time of project application).
- With regard to Engineering fees: Plan Check fees shall be 3% of the value of the improvements or as modified based on the engineering fees in effect at time of Development Agreement approval. At the City's option, inspection fees will be paid for on a time and materials basis or on a fee basis per the engineering fees in effect at the time of Development Agreement approval.
- Building permit fees, planning fees, fire department fees and all other development processing fees not mentioned in this Exhibit will be those fees in effect at the time the various documents are submitted to the City for approval; provided that the Property shall only be subject to City fees to the extent they existed at the time this Agreement was approved by City Council. City has disclosed and Owner has acknowledged that City may during the term of this Agreement adopt new and different City-wide processes and labels for processing development approvals and development processing fees. Owner will comply with changes as they apply to the Property, provided that in no case shall such changes adversely affect or modify Owner's rights under this Agreement, nor shall such changes increase the total costs payable by Owner for development processing fees above what would have been charged for the applicable development approvals immediately prior to such change, without a mutually agreed amendment to this Agreement.
- If any fees are modified or new fees are created based on County, State or Federal requirements (or in response to County, State and Federal requirements), then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval, provided that any increased cost to Owner shall be limited to the costs related to County, State and Federal requirements). If any building fees are modified or new fees are created based on the International Code Council (ICC) or similarly used resources in the building industry, then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval.

Table 1-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Program Fee Summary (2023\$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
Source	Table 4-4	Table 4-12	Table 4-6	Table 4-8	Table 4-10		Table 3-1	
Percentage							4.00%	
Residential by Land Use								
Low Density (LDR)	-	-	\$6,952	\$2,907	\$1,176	\$11,036	\$441	\$11,477
Medium Density (MDR)	-	-	\$4,742	\$2,475	\$910	\$8,127	\$325	\$8,452
High Density (HDR)	-	-	\$3,085	\$1,759	\$819	\$5,663	\$227	\$5,890
Residential by Square Foot Range								
Single Family (LDR and MDR)								
< 1,000 sq. ft.	\$12,800	\$8,199	-	-	-	\$20,999	\$840	\$21,839
1,000 to 1,999 sq. ft.	\$20,696	\$14,450	-	-	-	\$35,146	\$1,406	\$36,552
2,000 to 2,999 sq. ft.	\$29,904	\$22,380	-	-	-	\$52,284	\$2,091	\$54,375
> 2,999 sq. ft.	\$36,547	\$27,555	-	-	-	\$64,102	\$2,564	\$66,666
Multifamily (HDR)								
< 1,000 sq. ft.	\$12,256	\$14,450	-	-	-	\$26,705	\$1,068	\$27,773
≥1000 sq. ft.	\$13,606	\$16,533	-	-	-	\$30,139	\$1,206	\$31,345
Residential for Average Unit Size								
Low Density (2,300 sq. ft.)	\$29,904	\$22,380	\$6,952	\$2,907	\$1,176	\$63,321	\$2,533	\$65,854
Medium Density (1,850 sq. ft.)	\$20,696	\$14,450	\$4,742	\$2,475	\$910	\$43,273	\$1,731	\$45,004
High Density (990 sq. ft.)	\$12,256	\$14,450	\$3,085	\$1,759	\$819	\$32,368	\$1,295	\$33,663
Commercial [1]								
Village Center/Community Commercial Business Park	\$189,072	N/A	\$22,213	\$2,580	\$2,596	\$216,461	\$8,658	\$225,119
	\$86,378	N/A	\$22,213	\$2,346	\$1,731	\$112,667	\$4,507	\$117,174
Commercial [1]								
Village Center/Community Commercial Business Park	\$9.99	N/A	\$1.17	\$0.14	\$0.14	\$11.43	\$0.46	\$11.89
	\$4.96	N/A	\$1.27	\$0.13	\$0.10	\$6.47	\$0.26	\$6.73

Source: City of Woodland; EPS

[1] Commercial fees will be charged per gross developable acre. The amount per bldg. sq. ft. is shown for informative purposes only.

EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this “**Assignment**”) is made effective as of _____, 20__ (the “**Effective Date**”), by and between _____, L.P., a California limited partnership (“**Assignor**”), and _____, L.P., a California limited partnership (“**Assignee**”).

RECITALS

A. The City of Woodland (“**City**”) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the “**City**”) and Assignor, dated on or about _____ (the “**Development Agreement**”), as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the “**Official Records**”). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”) as more particularly set forth in the Development Agreement (the “**Development Agreement Rights, Duties and Obligations**”).

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____
E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”

PROPERTY

EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland ("**City**") adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties and Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”
ENTIRE PROPERTY

EXHIBIT “B”
TRANSFERRED PROPERTY

Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

**DEVELOPMENT AGREEMENT
(Heaton Development—Woodland Research and Technology Park)**

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**THOMAS HEATON AND OLGA CHENGAEVA, TRUSTEES OF THE THOMAS
HEATON AND OLGA CHENGAEVA TRUST**

DEVELOPMENT AGREEMENT NO. ____

This Development Agreement (hereinafter “Agreement”) is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the “Effective Date”) by and among the City of Woodland, a California municipal corporation (hereinafter “CITY”), and Thomas Heaton and Olga Chengaeva, Trustees of the Thomas Heaton and Olga Chengaeva Trust (hereinafter “OWNER”):

RECITALS

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

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the “Final EIR”), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the “Specific Plan”), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY’s General Plan and the Specific Plan applicable thereto; 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 Property 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 the 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 Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 “Capital Improvement Plan” or “CIP” means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 “Development” means the improvement of the Property 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.

1.1.5 “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) the Woodland Research and Technology Park Specific Plan, as it may be amended from time to time;

- (b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;
- (c) conditional use permits, design review approvals and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of easements, 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.

1.1.7 “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, but does not include park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. “Development Impact Fee” shall not include processing fees and charges 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, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 “Development Plan” means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit “C”, which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date.

1.1.11 “General Plan” means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 “Improvements Outside Specific Plan Area” means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 “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, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of easements or 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 and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Maintenance CFD” shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16 “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.

1.1.17 “Offsite Property” has the meaning set forth in Section 3.11 of this Agreement.

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

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

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

1.1.21 “Public Infrastructure Reimbursement Rules” means the “Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan,” attached hereto as Exhibit “J” and incorporated herein by this reference.

1.1.22 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 “Specific Plan” means that certain specific plan adopted by the City Council by Resolution No. ___, and entitled, “Woodland Research and Technology Park Specific Plan.”

1.1.24 “Specific Plan Area” means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 “Subdivision Map Act” means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date 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.

Exhibit “D” — Infrastructure Phasing Rules.

Exhibit “E” — WRTP CIP Modification

Exhibit “F” — Master Planning and Design Obligations

Exhibit “G” — Public Dedications

Exhibit “H” — WRTP Affordable Housing Plan

Exhibit “I” — Maintenance Services

Exhibit “J” — Public Infrastructure Reimbursement Rules

Exhibit “K” — W RTP Project Fees

Exhibit “L” — Form of Assignment and Assumption Agreement

Exhibit “M” — Form of Partial Assignment and Assumption Agreement

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 only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the “Term.” Any tentative map approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus the Community Development Director is hereby authorized to grant two extensions of two (2) years each at the Community Development Director’s sole discretion, without further approval by the Planning Commission or City Council, plus (ii) such time extensions authorized by state law currently or in the future.

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, limited liability company, 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, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative 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 and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

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. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, 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 portion of the Property sold, transferred, or assigned.

(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 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 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.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon 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 which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

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

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "M" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City’s Municipal Code and applicable state law.

2.7 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, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.
- (e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

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 which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 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, including, without limitation, by courier, 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. 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
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

Thomas Heaton and Olga Chengaeva
871 West Southwood Dr.
Woodland, CA 95695

(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. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of easements or land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to develop the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, 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 in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.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. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date whether by regulatory action, Council vote, voter initiative or otherwise, which purport to cap, prohibit or otherwise limit development

and/or the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones (“RDZ”) that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ’s.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) Except for the provisions stated above, the CITY has sole authority to approve the reallocation of units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study and if necessary updates to the Public Facilities Financing Plan and the CIP.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide infrastructure improvements in accordance with certain Infrastructure Phasing Rules established

by the City for the Specific Plan Area, as attached hereto as Exhibit “D” (the “Phasing Rules”), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City’s obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of building permits issued within the Specific Plan Area until certain public improvements are complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,
- (c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,
- (d) Delete a requirement for the reservation or dedication of easements or land for public purposes within the Property as a whole; or,
- (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.7 Reservations of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

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

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

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan. Further, for the first ten (10) years following the Effective Date, the City shall not implement a change to the City's engineering standards and specifications that would result in an increase to the cost of construction of the required public improvements for a subdivision located within the Property by more than 2% of the estimated cost of the public improvements prior to such change.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and 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 which do not conflict with those rules, regulations and policies set forth in 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 conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.7.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with this Development Agreement or the Specific Plan in the form in effect on the Effective Date of this Development Agreement, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Specific Plan.

3.7.3 Modification or Suspension by State or Federal Law. In the event that State 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. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.7.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.7.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

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

3.9 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, 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 (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.9. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.9 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.9 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project

under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.9.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Even if the property is not included in the CIP, the rules set forth in Section 3 of the Public Infrastructure Reimbursement Rules shall be followed. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.9 to acquire such property.

3.10 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY 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. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.11 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.12 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out

of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.13 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.14 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which 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. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit “K”, W RTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees or other fees that are not listed in Exhibit “K” in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees as permitted by State law, except that OWNER and CITY agree that new fee categories cannot be added to this project without mutual written agreement amending this Agreement. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the “RTIF”) as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERS within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the “RTIF Report”), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, "WRTP CIP Modification", attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located within the Spring Lake Specific Plan Area for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone ("RDZ") 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the

foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY's deferred impact fee policy for non-residential development, if applicable. At CITY's discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of easements, land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of easements, land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" ("**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit “G” (“**Public Dedications**”), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER’s Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit “G” but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement

agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of \$9,279 per single family unit or \$6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the "Beeman North" property will be entering into good faith negotiations with Woodland Joint Unified School District ("WJUSD") for the potential purchase of property to be used as a school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of the WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of a school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City

4.9 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties agree that OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.10 Abandonment of County Road 100A. OWNER shall work with the California Department of Transportation (“CalTrans”), Yolo County and CITY to take such steps as are necessary to abandon County Road 100A, which is located adjacent to OWNER’s Property. OWNER shall, at no cost or expense to CITY, and with no credits or reimbursements through this Agreement or the Public Infrastructure Reimbursement Rules, ensure that such public right of way or private access easements are provided to ensure that any and all properties that would be landlocked as a result of the abandonment of County Road 100A have adequate access to public roads from their property, and OWNER, in conjunction with its neighboring property owner that also fronts County Road 100A, shall be responsible to secure all necessary approvals, consents and actions as necessary to effectuate the abandonment of County Road 100A. OWNER shall work expeditiously to accomplish this provision in a timely manner.

4.11 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit “C”, as a “build to rent single family development”. For purposes of this Agreement, a “build to rent single family development” is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. 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. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of the Spring Lake Community Facilities District (“**Sports Park CFD**”) which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project for services identified in Exhibit I or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area

(the “**Maintenance CFD**”), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit “I”, attached hereto and incorporated herein by this reference (“**Maintenance Services**”).

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor’s parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement as determined by the City, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY’s intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

- (a) Recommendation of the Community Development Director;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) 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, during the period under review, the review for that period shall be concluded.

(b) 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, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), 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 CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 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 in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 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 written 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 which 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 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the 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 Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate 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 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 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 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.

8.4 Environment 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.

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

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, 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 City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall 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 which 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, including but not limited to the payment of the 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 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of

any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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 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. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development of the Property to support successful development of each of the allowed land uses in the Specific Plan Area. The City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

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

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

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 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.

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Heaton Development—Woodland Research and Technology Park)**

"OWNER"

Thomas Heaton and Olga Chengaeva, Trustees
of the Thomas Heaton and Olga Chengaeva
Trust

By: _____
Name: Thomas Heaton
Its: Trustee
Date: _____

By: _____
Name: Olga Chengaeva
Its: Trustee
Date: _____

"CITY"

CITY OF WOODLAND,
a California municipal corporation

By: _____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

PROPERTY DESCRIPTION

Page 1 of 3

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF YOLO,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 9,
NORTH RANGE 2 EAST, M.D.B.&M., YOLO COUNTY, CALIFORNIA AS SHOWN ON
THAT MAP FILED IN BOOK 10 OF MAPS AND SURVEYS, PAGE 27, YOLO COUNTY
RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE STATE OF CALIFORNIA PROPERTY LINE THAT
IS DISTANT THE FOLLOWING (2) COURSES FROM THE WEST QUARTER
CORNER OF SAID SECTION 9 AS SAME APPEARS ON SAID MAP: (1) SOUTH
89°37'12" EAST 2578.10 FEET AND (2) SOUTH 00°52'09" WEST 628.62 FEET.
THENCE FROM SAID POINT OF BEGINNING AND EXTENDING ALONG THE SAID
STATE OF CALIFORNIA PROPERTY LINE SOUTH 00° 52'09" WEST 2016.33 FEET
TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION
9; THENCE LEAVING SAID STATE OF CALIFORNIA PROPERTY LINE AND
EXTENDING ALONG SAID SOUTH SECTION LINE NORTH 89° 37'03" WEST
1500.24 FEET MORE OR LESS TO A POINT ON THE STATE OF CALIFORNIA
PROPERTY LINE; THENCE LEAVING SAID SOUTH SECTION LINE AND
EXTENDING ALONG SAID STATE OF CALIFORNIA PROPERTY LINE THE
FOLLOWING (4) COURSES: (1) NORTH 15°40'50" EAST 65.16 FEET, (2) NORTH
18°24'00" EAST 1191.33 FEET, (3) NORTH 23°16'08" EAST 603.10 FEET AND (4)
NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00
FEET; THROUGH A CENTRAL ANGLE OF 19°58'53" AN ARC DISTANCE OF 324.33
FEET; THENCE LEAVING SAID STATE OF CALIFORNIA PROPERTY LINE SOUTH
89°07'51" EAST 722.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

(A) AN UNDIVIDED $\frac{1}{4}$ INTEREST IN AND TO ALL OIL, GAS, STEAM,
HYDROCARBON SUBSTANCES AND MINERALS AS RESERVED IN DEED
EXECUTED BY CROCKER BANK, A NATIONAL BANKING ASSOCIATION, AS
TRUSTEE TO WILLIAM B. SCHOENINGH AND EDNA L. SCHOENINGH, HUSBAND
AND WIFE, RECORDED JUNE 24, 1974 IN BOOK 1108 OF OFFICIAL RECORDS,
PAGE 488.

(B) AN UNDIVIDED $\frac{1}{4}$ INTEREST IN AND TO ALL OIL, GAS, STEAM,
HYDROCARBON SUBSTANCES AND MINERALS, AS RESERVED IN DEED
EXECUTED BY LAVERNE A OESTE, TO WILLIAM B. SCHOENINGH AND EDNA L.

EXHIBIT "A"

PROPERTY DESCRIPTION

Page 2 of 3

SCHOENINGH, HUSBAND AND WIFE, DATED JUNE 18, 1974, RECORDED JUNE 24, 1974 IN BOOK 1108 OF OFFICIAL RECORDS, PAGE 490.

(C) THAT PORTION SOUTH OF THE CITY OF WOODLAND URBAN LIMIT LINE AS ESTABLISHED BY THE MEASURE A PUBLIC VOTE IN JUNE OF 2006.

APN: 041-020-030-000

PARCEL TWO:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B.&M., YOLO COUNTY, CALIFORNIA AS SHOWN ON THAT MAP FILES IN BOOK 10 OF MAPS AND SURVEYS AT PAGE 27, YOLO COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE STATE OF CALIFORNIA PROPERTY LINE THAT IS DISTANT THE FOLLOWING (2) COURSES FROM THE WEST QUARTER CORNER OF SAID SECTION 9 AS SAME APPEARS ON SAID MAP: (1) SOUTH 89° 37' 12" EAST 2638.10 FEET AND (2) SOUTH 00°52' 09" WEST 131.52 FEET. THENCE FROM SAID POINT OF BEGINNING AND EXTENDING ALONG THE SAID STATE OF CALIFORNIA PROPERTY LINE THE FOLLOWING (3) COURSES: (1)SOUTH 13° 19' 20" WEST 164.55 FEET, (2) SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1042.00 FEET, THROUGH A CENTRAL ANGLE OF 12° 27' 11", AND AN ARC DISTANCE OF 226.48 FEET, AND (3) SOUTH 00° 52' 09" WEST 111.70 FEET; THENCE LEAVING SAID STATE OF CALIFORNIA PROPERTY NORTH 89° 07' 51" WEST 722.00 FEET TO A POINT ON THE SAID STATE OF CALIFORNIA PROPERTY LINE; THENCE ALONG SAID STATE OF CALIFORNIA PROPERTY LINE THE FOLLOWING (5) COURSES: (1) NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET, THROUGH A CENTRAL ANGLE OF 7°56' 59", AN ARC DISTANCE OF 129.04 FEET, (2) NORTH 51° 12' 00" EAST 525.61 FEET, (3) NORTH 38° 22' 08" EAST 126.73 FEET, (4) NORTH 84° 51' 37" EAST 180.34 FEET, AND (5) SOUTH 29° 38' 29" EAST 54.39 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

(A) AN UNDIVIDED ¼ INTEREST IN AND TO ALL OIL, GAS, STEAM, HYDROCARBON SUBSTANCES AND MINERALS AS RESERVED IN DEED EXECUTED BY CROCKER BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE TO WILLIAM B. SCHOENINGH AND EDNA L. SCHOENINGH, HUSBAND

EXHIBIT "A"

PROPERTY DESCRIPTION

Page 3 of 3

AND WIFE, RECORDED JUNE 24, 1974 IN BOOK 1108 OF OFFICIAL RECORDS, PAGE 488.

(B) AN UNDIVIDED $\frac{1}{4}$ INTEREST IN AND TO ALL OIL, GAS, STEAM, HYDROCARBON SUBSTANCES AND MINERALS AS RESERVED IN DEED EXECUTED BY LAVERNE A. OESTE, TO WILLIAM B. SCHOENINGH AND EDNA L. SCHOENINGH, HUSBAND AND WIFE, DATED JUNE 18, 1974, RECORDED JUNE 24, 1974 IN BOOK 1108 OF OFFICIAL RECORDS, PAGE 490.

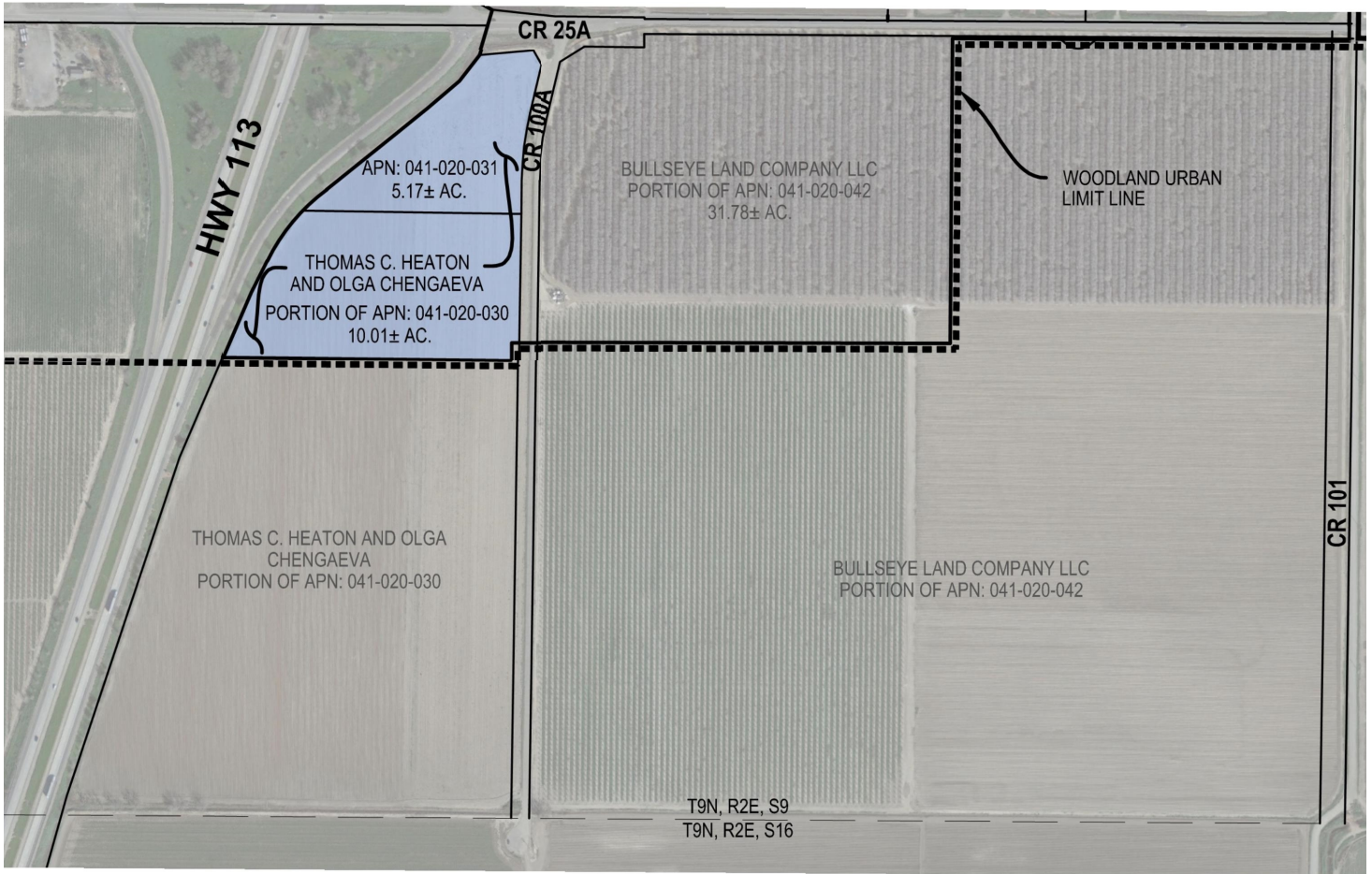
APN: 041-020-031-000

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY: CUNNINGHAM ENGINEERING CORP.
AUGUST, 2023

EXHIBIT B

MAP OF PROPERTY



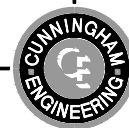
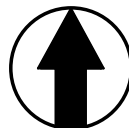
0 300 600
SCALE: 1" = 600'

DESIGNED CC
DRAWN CC
CHECKED SG
DATE: 08/30/2023
JOB No: 1593.00.04

**WOODLAND RESEARCH AND
TECHNOLOGY PARK**
**EXHIBIT "B" - THOMAS C. HEATON AND
OLGA CHENGAEVA**

WOODLAND

CALIFORNIA



CECWEST.COM
Project Planning ■ Civil Engineering ■ Landscape Architecture
■ Sacramento Office ■ Davis Office
2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

SCALE
1" = 600'
SHEET
1
OF
1

EXHIBIT C
DEVELOPMENT PLAN



EXISTING ZONING

LEGEND

- LDR LOW DENSITY RESIDENTIAL
- VCLDR VILLAGE CENTER LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- VCMDR VILLAGE CENTER MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL
- HDR/CCO HIGH DENSITY RESIDENTIAL WITH COMMUNITY COMMERCIAL OVERLAY
- VCMU VILLAGE CENTER MIXED USE
- RTP RESEARCH & TECHNOLOGY PARK
- RTP/TO RESEARCH & TECHNOLOGY PARK WITH TRANSITIONAL OVERLAY
- RTP/CCO RESEARCH & TECHNOLOGY PARK WITH COMMUNITY COMMERCIAL OVERLAY
- RTP/RFO RESEARCH & TECHNOLOGY PARK WITH RESEARCH FLEX OVERLAY
- HC HIGHWAY COMMERCIAL
- OS GREENBELTS, OPEN SPACE
- PP PEDESTRIAN PROMENADE
- VCOS VILLAGE CENTER OPEN SPACE
- DET POND DETENTION POND

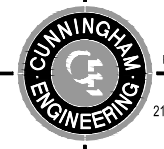


PROPOSED CITY OF WOODLAND ZONING

0 500 1000
SCALE: 1" = 1000'

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

SCALE
1" = 300'

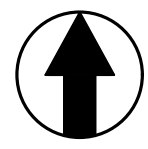


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CITY OF WOODLAND

LAND USE ZONING EXHIBIT
WOODLAND RESEARCH AND TECHNOLOGY PARK

CALIFORNIA



SHEET
1
OF
1
DATE: 07/12/2023
JOB NO: 1593.00.04

EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan (“Phasing Plan”) for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the “Rules”). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer’s Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall work to design, fund and construct the following improvements as determined by the City Engineer:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g., traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units¹ to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
Per unit contribution = project cost * 1.2 * 0.53/500 units
The project cost is the amount listed in the CIP with an annual adjustment by CCI
The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
0.53 is the cost share for the WRTP as reflected in the CIP
The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

¹ All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

- The Parkland Ave Overcrossing abutment fill slope, dirt placement, compaction to CalTrans standards and stabilization must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

- The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

- Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

- The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

- The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

- Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, the City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the W RTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .
- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (“TDM/VMT Program”) that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER’s first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
 - sound wall layout
 - signal interconnect exhibit
 - right of way dedication exhibit
 - greenway dedication exhibit
 - the yard exhibit and cost estimate
 - mobility hub exhibit and cost estimate
 - CFD map showing what will be maintained
 - Map and description for wells and pipes
 - Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

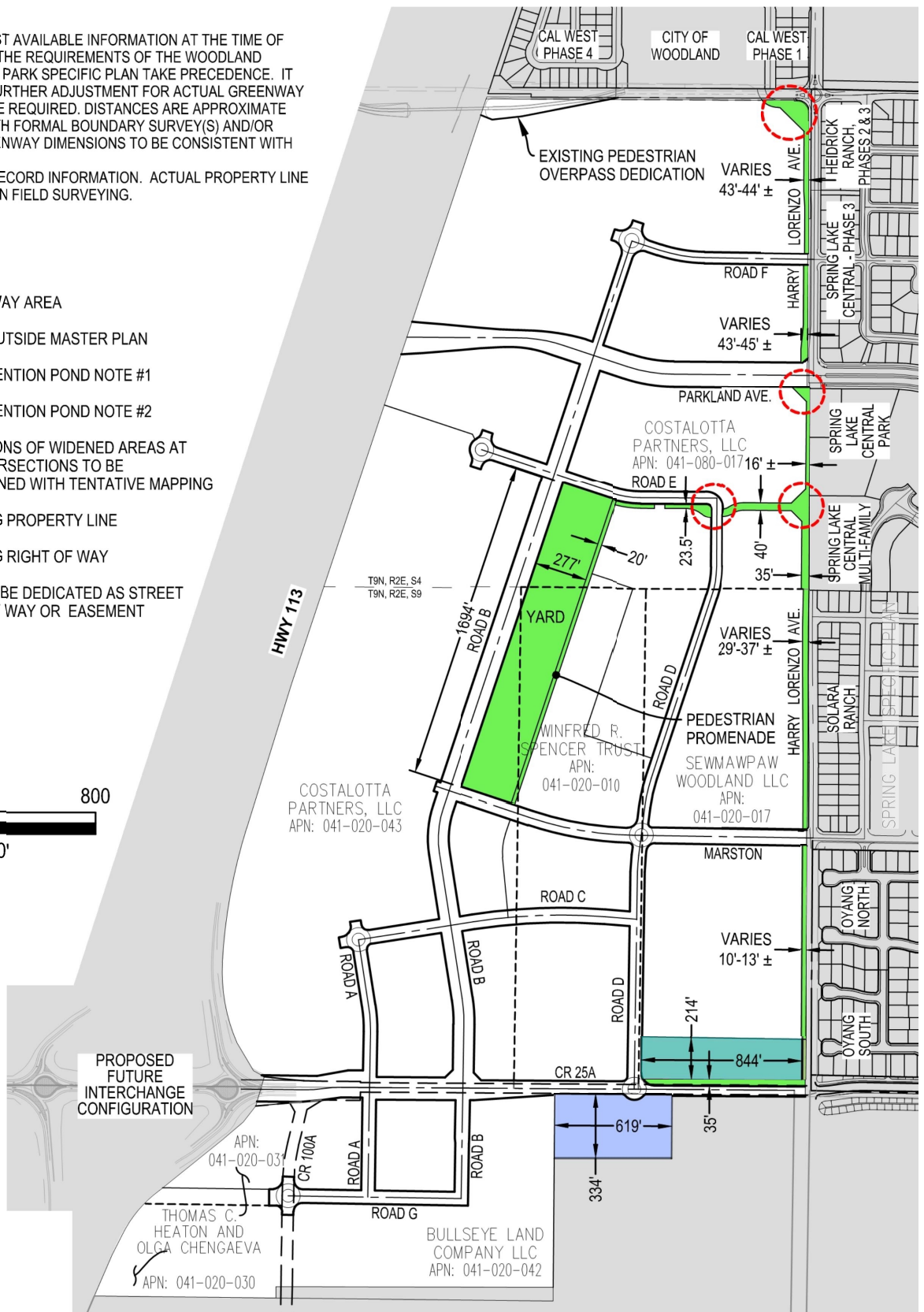
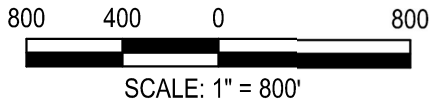
EXHIBIT G
PUBLIC DEDICATIONS

NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL GREENWAY AND PARK DEDICATION MAY BE REQUIRED. DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN. ANY CHANGE IN GREENWAY DIMENSIONS TO BE CONSISTENT WITH ACREAGE IN SPECIFIC PLAN.
3. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.

LEGEND:

- GREENWAY AREA
- AREA OUTSIDE MASTER PLAN
- SEE DETENTION POND NOTE #1
- SEE DETENTION POND NOTE #2
- DIMENSIONS OF WIDENED AREAS AT KEY INTERSECTIONS TO BE DETERMINED WITH TENTATIVE MAPPING
- EXISITING PROPERTY LINE
- EXISITING RIGHT OF WAY
- AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT



DETENTION POND NOTES:

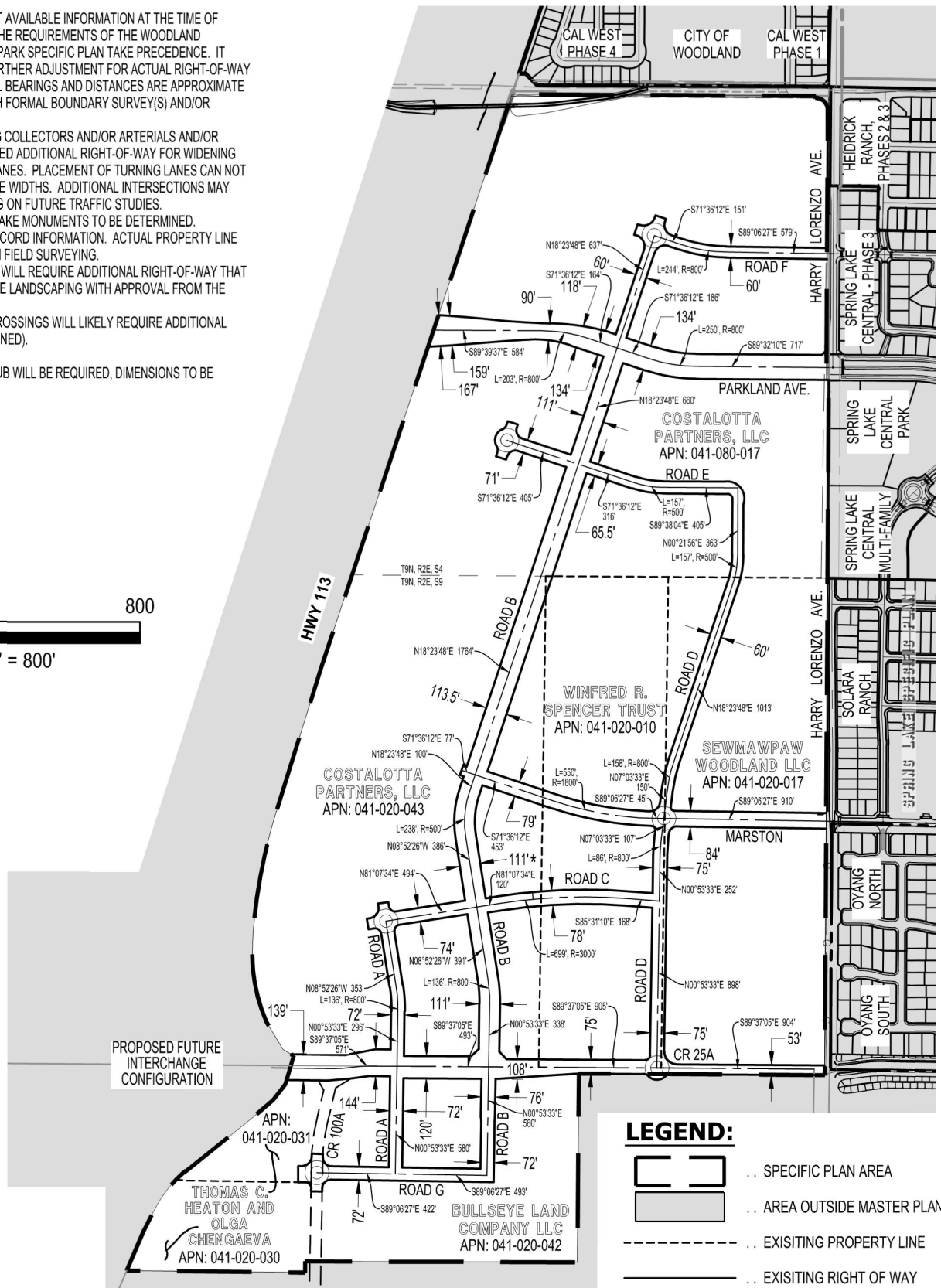
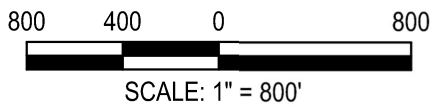
1. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS AND TENTATIVE MAP LAYOUT.
2. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS.

DESIGNED <u>SG</u> DRAWN <u>LE</u> CHECKED <u>SG</u> DATE: <u>08/01/23</u> JOB No: 1593.00.06	WOODLAND RESEARCH AND TECHNOLOGY PARK GREENWAY DEDICATION EXHIBIT	 	CECWEST.COM Project Planning ■ Civil Engineering ■ Landscape Architecture ■ Sacramento Office ■ Davis Office 2120 20th Street, Suite Three 2940 Spafford Street, Suite 200 Sacramento, CA 95818 Davis, CA 95618 (916) 455-2026 (530) 758-2026	SCALE 1" = 800' SHEET 1 OF 1
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NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL RIGHT-OF-WAY DEDICATION MAY BE REQUIRED. BEARINGS AND DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN.
2. ALL INTERSECTIONS INVOLVING COLLECTORS AND/OR ARTERIALS AND/OR ROUNDABOUTS WILL LIKELY NEED ADDITIONAL RIGHT-OF-WAY FOR WIDENING TO ACCOMMODATE TURNING LANES. PLACEMENT OF TURNING LANES CAN NOT REDUCE FRONTAGE LANDSCAPE WIDTHS. ADDITIONAL INTERSECTIONS MAY REQUIRE WIDENING DEPENDING ON FUTURE TRAFFIC STUDIES.
3. AREA REQUIRED FOR SPRING LAKE MONUMENTS TO BE DETERMINED.
4. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.
5. STREETS WITH BUS TURNOUTS WILL REQUIRE ADDITIONAL RIGHT-OF-WAY THAT MAY BE TAKEN FROM FRONTAGE LANDSCAPING WITH APPROVAL FROM THE CITY ENGINEER.
6. BICYCLE / PEDESTRIAN OVERCROSSINGS WILL LIKELY REQUIRE ADDITIONAL RIGHT-OF-WAY (TO BE DETERMINED).

* ADDITIONAL RW FOR MOBILITY HUB WILL BE REQUIRED, DIMENSIONS TO BE DETERMINED.



LEGEND:

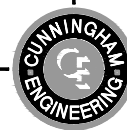
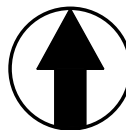
- .. SPECIFIC PLAN AREA
- .. AREA OUTSIDE MASTER PLAN
- .. EXISTING PROPERTY LINE
- .. EXISTING RIGHT OF WAY
- .. AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 02/21/22
JOB No: 1593.00-06

WOODLAND RESEARCH AND TECHNOLOGY PARK DEDICATION EXHIBIT

WOODLAND

CALIFORNIA



CECWEST.COM
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■ Davis Office 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".
2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.
3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
 - a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
 - b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
 - c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
 - d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
 - e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
 - f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

4. In-Lieu Fees – Consistent with the requirements of the City of Woodland’s Affordable Housing Ordinance:
- a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner’s affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner’s satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
 - b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
 - i. \$3.00/sf on all market rate Low Density Residential units
 - ii. \$2.50/sf on all market rate Medium Density Residential units
 - iii. \$2.00/sf on all market rate High Density Residential units
 - c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City’s housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.
5. Land Dedication - In accordance with the City of Woodland’s Affordable Housing Ordinance:
- a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP:** Land within the Low Density Residential (LDR) or

Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

- b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
 - i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
 - ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with, or bonds shall be provided to ensure the construction of, infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.
- c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be

transferred to other lower density zones without separate City approval, in City's sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
 - East Regional Pond
 - North Regional Pond
 - County Road 25A Channel
 - Outfall Channel and Outfall Channel Outlet Structure
 - Farmers Central Drainage Channel
 - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for one-half of the Pedestrian Overcrossing. The City will designate the portion of the Pedestrian Overcrossing funded by the Maintenance CFD at its discretion in conformance with all applicable law..
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible on the east side of the State Route 113/County Road 25A interchange. The specific area in the interchange funded by the Maintenance CFD shall be determined by the City at its discretion in conformance with all applicable law.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit
- Maintenance of any landscaping on the east side of SR 113 adjacent to the project limits of the WRTP.

EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the “CIP”) and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the “CIP Modification Work”) and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the “Master Planning and Design Work”).

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F. Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost other than the amount paid through the RTIF program, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owner to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for public infrastructure as set forth in the Schedule of Costs contained in the CIP, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. For purposes of determining the cost of the public improvements in comparison to the amounts in the CIP, the Owner may group the calculation of all improvements constructed with the same tentative map, constructed during the same time period and submitted for City documentation at the same time. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be amended from time to time and as

updated annually based on the Construction Cost Index (“CCI”)) at the time the Owner awards the construction contract for the applicable public improvement. If construction is not completed in the same calendar year as the contract is awarded, then the CIP valuation may be increased by up to one year of CCI (in addition to any other changes to the CIP that may have occurred between contract award and July 1 of the following year). If the Owner requests credit and reimbursement in the same year that the contract is awarded (either through this subsection b. or through subsection f. below), then they shall not be eligible for the additional year of CCI. Following completion of the applicable public improvements, the Owner shall provide to the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the CIP valuation established at the time of contract award (and if applicable as amended by one year of CCI), or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer’s estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record (“CCI”) through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work

required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Work must be reviewed by the City and approved in writing prior to contract execution (or contract amendment execution) in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a “Credit/Reimbursement Account” for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record Twenty City Index or other index adopted by the City Council (“CCI”) at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner’s RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the “Administration Portion”). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner’s Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be

available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF; (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

h. Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments

from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

i. City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

EXHIBIT K

WRTP PROJECT FEES

CITY shall collect any of the following fees based on the project conditions of approval, the WRTP approval documents and as defined in this Exhibit K. 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. Actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees are subject to annual Construction Cost Increases (CCI) and may be subject to increases based on City evaluation of the various fee programs in accordance with applicable State law, or with regard to the RTIF, in accordance with the Development Agreement and the RTIF Report. The Engineering News-Record Twenty City Index or other index adopted by the City Council shall be used for the calculation of CCI.

Development Impact Fees for the following categories and amounts are shown as of September 2023. The Administrative Guidelines in effect on the date of the approval of this Agreement shall be used for the duration of this Agreement.

Development Impact Fee	Greenfield SFD (Single Family Dwelling)	Greenfield MFU (Multi-family Unit)
General City	\$1,005	\$755
Fire	\$3,406	\$2,042
Library	\$628	\$471
Police	\$823	\$616
Wastewater	\$7,524	\$5,642
Water Capacity Fee	\$6,174	\$4,630*
Parks & Recreational Facilities	\$9,279	\$6,959
Roads	\$9,915	\$4,063
Admin Fee (.75%)	\$291	\$189
Storm Drainage Facilities	\$0	\$0
Total	\$39,045	\$25,367
Storm drainage is \$0 for the WRTP, as it is all paid in the RTIF. Water fee is reduced (to 75% of the SF rate) for multifamily. *Water Capacity Fee will be determined by meter size		

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit, as follows:

- RTIF fees for the cost of the backbone infrastructure to the Woodland Research and Technology Park plan area (September 2023 fees) are as listed in Attachment No. 1 to this Exhibit.
- Habitat Conservation Obligation. Before any ground-disturbing activities, the City will require project proponent/s to submit the Yolo HCP/NCCP *Application Form* for non-member agency projects and *Member Agency Reporting Form* for member agency projects, as applicable, and pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form.
- Affordable Housing. All residential projects are subject to the Citywide Affordable Housing

Ordinance (WMC Chapter 15.16) which requires a 10 percent inclusionary housing obligation, except where modified by the W RTP Project Development Agreement (Exhibit H). Applicants shall comply with their inclusionary obligation through on site construction of affordable units, through the payment of in-lieu fees, and/or through land dedication as specified in Exhibit H. The current in-lieu fees are as follows: for LDR \$3.00/building sq ft, for MDR \$2.50/building sq ft and for HDR \$2.00/building sq ft

- Conversion of Prime Agricultural Land. Project applicants for future projects proposed within the W RTP Specific Plan Area are required to comply with Woodland Municipal Code Chapter 15.33, which requires replacement of Prime Farmland at a 1:1 ratio. In addition, the South Regional Pond development area is subject to the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), which requires replacement of Prime Farmland at a ratio of three acres of conserved farmland to one acre of converted land and replacement of other types of farmland at a ratio of two acres to one; small projects of less than 20 acres may pay an in-lieu fee rather than conserve farmland directly.
- Fair Share Cost of public facilities, services and improvements as determined by the City of Woodland nexus study (MPFP fee triggered at building permit)
- Public transit capital fee of \$311 for LDR, \$212 for MDR and \$159 for HDR. This fee will be used to pay for the construction of transit capital improvements.
- Installation of or payment of fees consistent with the City's Public Art Ordinance.
- Tentative Map processing shall be paid on a time and materials basis based on the City's current liability account procedures (at the time of project application).
- With regard to Engineering fees: Plan Check fees shall be 3% of the value of the improvements or as modified based on the engineering fees in effect at time of Development Agreement approval. At the City's option, inspection fees will be paid for on a time and materials basis or on a fee basis per the engineering fees in effect at the time of Development Agreement approval.
- Building permit fees, planning fees, fire department fees and all other development processing fees not mentioned in this Exhibit will be those fees in effect at the time the various documents are submitted to the City for approval; provided that the Property shall only be subject to City fees to the extent they existed at the time this Agreement was approved by City Council. City has disclosed and Owner has acknowledged that City may during the term of this Agreement adopt new and different City-wide processes and labels for processing development approvals and development processing fees. Owner will comply with changes as they apply to the Property, provided that in no case shall such changes adversely affect or modify Owner's rights under this Agreement, nor shall such changes increase the total costs payable by Owner for development processing fees above what would have been charged for the applicable development approvals immediately prior to such change, without a mutually agreed amendment to this Agreement.
- If any fees are modified or new fees are created based on County, State or Federal requirements (or in response to County, State and Federal requirements), then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval, provided that any increased cost to Owner shall be limited to the costs related to County, State and Federal requirements). If any building fees are modified or new fees are created based on the International Code Council (ICC) or similarly used resources in the building industry, then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval.

Table 1-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Program Fee Summary (2023\$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
<i>Source</i>	<i>Table 4-4</i>	<i>Table 4-12</i>	<i>Table 4-6</i>	<i>Table 4-8</i>	<i>Table 4-10</i>		<i>Table 3-1</i>	
<i>Percentage</i>							<i>4.00%</i>	
Residential by Land Use								
Low Density (LDR)	-	-	\$6,952	\$2,907	\$1,176	\$11,036	\$441	\$11,477
Medium Density (MDR)	-	-	\$4,742	\$2,475	\$910	\$8,127	\$325	\$8,452
High Density (HDR)	-	-	\$3,085	\$1,759	\$819	\$5,663	\$227	\$5,890
Residential by Square Foot Range								
Single Family (LDR and MDR)								
< 1,000 sq. ft.	\$12,800	\$8,199	-	-	-	\$20,999	\$840	\$21,839
1,000 to 1,999 sq. ft.	\$20,696	\$14,450	-	-	-	\$35,146	\$1,406	\$36,552
2,000 to 2,999 sq. ft.	\$29,904	\$22,380	-	-	-	\$52,284	\$2,091	\$54,375
> 2,999 sq. ft.	\$36,547	\$27,555	-	-	-	\$64,102	\$2,564	\$66,666
Multifamily (HDR)								
< 1,000 sq. ft.	\$12,256	\$14,450	-	-	-	\$26,705	\$1,068	\$27,773
≥1000 sq. ft.	\$13,606	\$16,533	-	-	-	\$30,139	\$1,206	\$31,345
Residential for Average Unit Size								
Low Density (2,300 sq. ft.)	\$29,904	\$22,380	\$6,952	\$2,907	\$1,176	\$63,321	\$2,533	\$65,854
Medium Density (1,850 sq. ft.)	\$20,696	\$14,450	\$4,742	\$2,475	\$910	\$43,273	\$1,731	\$45,004
High Density (990 sq. ft.)	\$12,256	\$14,450	\$3,085	\$1,759	\$819	\$32,368	\$1,295	\$33,663
Commercial [1]								
Village Center/Community Commercial Business Park	\$189,072	N/A	\$22,213	\$2,580	\$2,596	\$216,461	\$8,658	\$225,119
	\$86,378	N/A	\$22,213	\$2,346	\$1,731	\$112,667	\$4,507	\$117,174
Commercial [1]								
Village Center/Community Commercial Business Park	\$9.99	N/A	\$1.17	\$0.14	\$0.14	\$11.43	\$0.46	\$11.89
	\$4.96	N/A	\$1.27	\$0.13	\$0.10	\$6.47	\$0.26	\$6.73

Source: City of Woodland; EPS

[1] Commercial fees will be charged per gross developable acre. The amount per bldg. sq. ft. is shown for informative purposes only.

EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between _____, L.P., a California limited partnership ("**Assignor**"), and _____, L.P., a California limited partnership ("**Assignee**").

RECITALS

A. The City of Woodland ("**City**") adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____ (the "**Development Agreement**"), as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties and Obligations**").

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the “**Assumed Obligations**”).

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____

E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”

PROPERTY

EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland ("**City**") adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties and Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”
ENTIRE PROPERTY

EXHIBIT “B”
TRANSFERRED PROPERTY

Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT
(Sewmawpaw Woodland, LLC—Woodland Research and Technology Park)

DEVELOPMENT AGREEMENT BETWEEN
CITY OF WOODLAND
and
SEWMAWPAW WOODLAND, LLC, a CALIFORNIA LIMITED LIABILITY
COMPANY

DEVELOPMENT AGREEMENT NO. ____

This Development Agreement (hereinafter “Agreement”) is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the “Effective Date”) by and among the City of Woodland, a California municipal corporation (hereinafter “CITY”), and SEWMAWPAW WOODLAND, LLC a California limited liability company (hereinafter “OWNER”):

RECITALS

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

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the “Final EIR”), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the “Specific Plan”), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY’s General Plan and the Specific Plan applicable thereto; 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 Property 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 the 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 Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 “Capital Improvement Plan” or “CIP” means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 “Development” means the improvement of the Property 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.

1.1.5 “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) the Woodland Research and Technology Park Specific Plan, as it may be amended from time to time;

- (b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;
- (c) conditional use permits, design review approvals and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of easements, 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.

1.1.7 “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, but does not include park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. “Development Impact Fee” shall not include processing fees and charges 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, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 “Development Plan” means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit “C”, which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date.

1.1.11 “General Plan” means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 “Improvements Outside Specific Plan Area” means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 “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, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of easements or 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 and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Maintenance CFD” shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16 “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.

1.1.17 “Offsite Property” has the meaning set forth in Section 3.11 of this Agreement.

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

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

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

1.1.21 “Public Infrastructure Reimbursement Rules” means the “Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan,” attached hereto as Exhibit “J” and incorporated herein by this reference.

1.1.22 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 “Specific Plan” means that certain specific plan adopted by the City Council by Resolution No. ___, and entitled, “Woodland Research and Technology Park Specific Plan.”

1.1.24 “Specific Plan Area” means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 “Subdivision Map Act” means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date 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.

Exhibit “D” — Infrastructure Phasing Rules.

Exhibit “E” — WRTP CIP Modification

Exhibit “F” — Master Planning and Design Obligations

Exhibit “G” — Public Dedications

Exhibit “H” — WRTP Affordable Housing Plan

Exhibit “I” — Maintenance Services

Exhibit “J” — Public Infrastructure Reimbursement Rules

Exhibit “K” — W RTP Project Fees

Exhibit “L” — Form of Assignment and Assumption Agreement

Exhibit “M” — Form of Partial Assignment and Assumption Agreement

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 only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the “Term.” Any tentative map approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus the Community Development Director is hereby authorized to grant two extensions of two (2) years each at the Community Development Director’s sole discretion, without further approval by the Planning Commission or City Council, plus (ii) such time extensions authorized by state law currently or in the future.

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, limited liability company, 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, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative 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 and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

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. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, 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 portion of the Property sold, transferred, or assigned.

(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 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 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.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon 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 which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

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

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "M" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City’s Municipal Code and applicable state law.

2.7 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, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.
- (e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

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 which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 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, including, without limitation, by courier, 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. 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
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

Sewmawpaw Woodland LLC
c/o Pamela Rozycki
999 Country Club Drive
Modesto, CA 95356

(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. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of easements or land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to develop the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, 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 in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.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. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date whether by regulatory action, Council vote,

voter initiative or otherwise, which purport to cap, prohibit or otherwise limit development and/or the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones (“RDZ”) that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ’s.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) Except for the provisions stated above, the CITY has sole authority to approve the reallocation of units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study and if necessary updates to the Public Facilities Financing Plan and the CIP.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide

infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit “D” (the “Phasing Rules”), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City’s obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of building permits issued within the Specific Plan Area until certain public improvements are

complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Alignment of Parcels. Prior to or concurrently with the submission of an application for a tentative subdivision map for any portion of the Property, OWNER shall, in conjunction with Tammy Emery, Sole Trustee of the Spencer Revocable Living Trust Dated May 15, 1995 (“Spencer”), or the successor in interest to fee title to the property adjacent to the Property and owned by Spencer at the time of recordation of this Agreement, apply for a lot line adjustment to ensure that the portion of both OWNER’s property and Spencer’s property that is designated as Village Center Low Density Residential (“VCLDR”) in the Specific Plan has frontage access onto Road D. The lot line adjustment shall be located such that the parcels designated as VCLDR and Village Center Medium Density Residential (“VCMDR”) on both OWNER’s Property and the property owned by Spencer can be developed in an efficient manner without awkward land parcels as determined by CITY in its reasonable discretion.

3.7 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY’s reasonable discretion, Subsequent Development Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such approvals do not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,
- (c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,
- (d) Delete a requirement for the reservation or dedication of easements or land for public purposes within the Property as a whole; or,
- (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.8 Reservations of Authority.

3.8.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

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

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

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan. Further, for the first ten (10) years following the Effective Date, the City shall not implement a change to the City's engineering standards and specifications that would result in an increase to the cost of construction of the required public improvements for a subdivision located within the Property by more than 2% of the estimated cost of the public improvements prior to such change.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and 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 which do not conflict with those rules, regulations and policies set forth in 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 conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.8.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with this Development Agreement or the Specific Plan in the form in effect on the Effective Date of this Development Agreement, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Specific Plan.

3.8.3 Modification or Suspension by State or Federal Law. In the event that State 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. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.8.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.8.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

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

3.10 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, 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 (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with

California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.10. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.10 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.10 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.10.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.10.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Even if the property is not included in the CIP, the rules set forth in Section 3 of the Public Infrastructure Reimbursement Rules shall be followed. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.10 to acquire such property.

3.11 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY 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. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.13 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.14 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires

water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.15 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which 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. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit "K", W RTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees or other fees that are not listed in Exhibit "K" in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees as permitted by State law, except that OWNER and CITY agree that new fee categories cannot be added to this project without mutual written agreement amending this Agreement. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and

Technology Park Infrastructure Fee (the “RTIF”) as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERS within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the “RTIF Report”), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, “WRTP CIP Modification”, attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located within the Spring Lake Specific Plan Area for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center

Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone (“RDZ”) 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY’s deferred impact fee policy for non-residential development, if applicable. At CITY’s discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of easements, land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER’s Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer’s estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record (“CCI”). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of easements, land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the

design of certain public improvements, as more specifically set forth in Exhibit “F” (“**Master Planning and Design Obligations**”), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit “E” (“**CIP Modification Work**”). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit “G” (“**Public Dedications**”), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER’s Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit “G” but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and

completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of \$9,279 per single family unit or \$6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the "Beeman North" property will be entering into good faith negotiations with Woodland Joint Unified School District ("WJUSD") for the potential purchase of property to be used as a school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of the WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of a school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in

the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City

4.9 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties agree that OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.10 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. 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. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of the Spring Lake Community Facilities District (“**Sports Park CFD**”) which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision

map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project for services identified in Exhibit I or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the “**Maintenance CFD**”), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit “I”, attached hereto and incorporated herein by this reference (“**Maintenance Services**”).

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor’s parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement as determined by the City, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY’s intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

- (a) Recommendation of the Community Development Director;
- (b) Affirmative vote of at least four (4) members of the Planning Commission; or
- (c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

- (a) 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, during the period under review, the review for that period shall be concluded.
- (b) 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, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.
- (c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), 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 CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 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 in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 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 written 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 which 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 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the 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 Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate 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 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 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to

cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 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.

8.4 Environment 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.

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

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, 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 City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall 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 which 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, including but not limited to the payment of the 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 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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 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. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development of the Property to support successful development of each of the allowed land uses in the Specific Plan Area. The City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

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

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

service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 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.

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Sewmawpaw Woodland LLC—Woodland Research and Technology Park)**

"OWNER"

SEWMAWPAW Woodland, LLC

By: _____
Name: Margaret Stovall
Its: Managing Partner
Date: _____

By: _____
Name: Pamela Rozycki
Its: Managing Partner
Date: _____

By: _____
Name: Sarah Smith
Its: Managing Partner
Date: _____

"CITY"

CITY OF WOODLAND,
a California municipal corporation

By: _____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

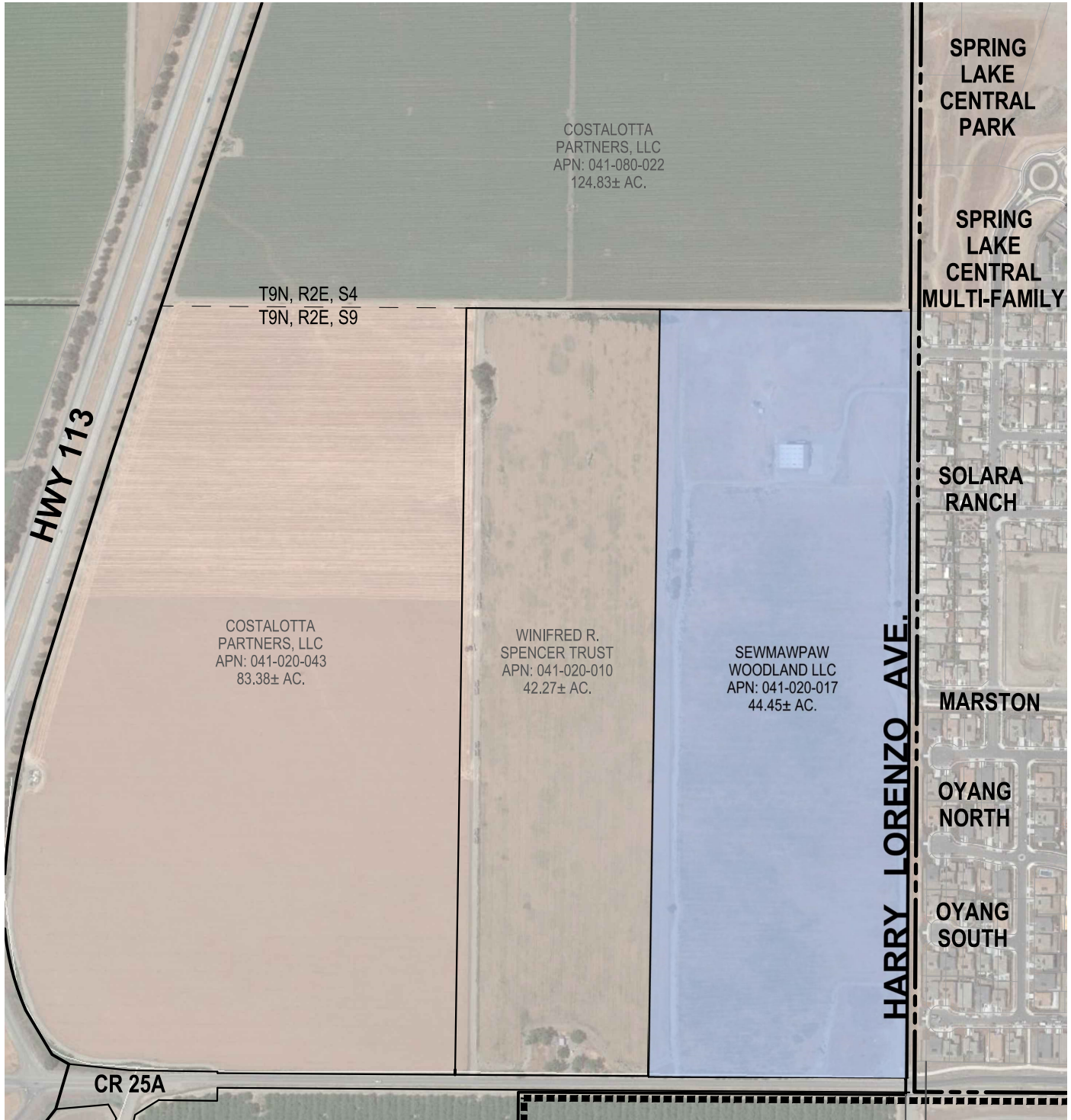
Real property in the unincorporated area of the County of Yolo, State of California, described as follows:
THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 NORTH,
RANGE 2 EAST, MDB&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 9
NORTH, RANGE 2 EAST, MDB&M., THENCE WEST ALONG THE HALF SECTION LINE OF SAID SECTION, 50
RODS; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 160 RODS TO THE NORTH LINE
OF SAID QUARTER SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 50
RODS TO THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID
SECTION 9, A DISTANCE OF 160 RODS TO THE PLACE OF BEGINNING.

APN: 041-020-017-000

EXHIBIT B

MAP OF PROPERTY

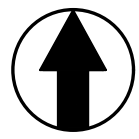


0 250 500
SCALE: 1" = 500'

DESIGNED CC
DRAWN CC
CHECKED SG
DATE: 08/28/2023
JOB No: 1593.00.04

WOODLAND RESEARCH AND TECHNOLOGY PARK
PROPERTY MAP - SEVMAWPAW WOODLAND LLC

WOODLAND CALIFORNIA



CECWEST.COM
Project Planning ■ Civil Engineering ■ Landscape Architecture
■ Sacramento Office ■ Davis Office
2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

SCALE
1" = 500'
SHEET
1
OF
1

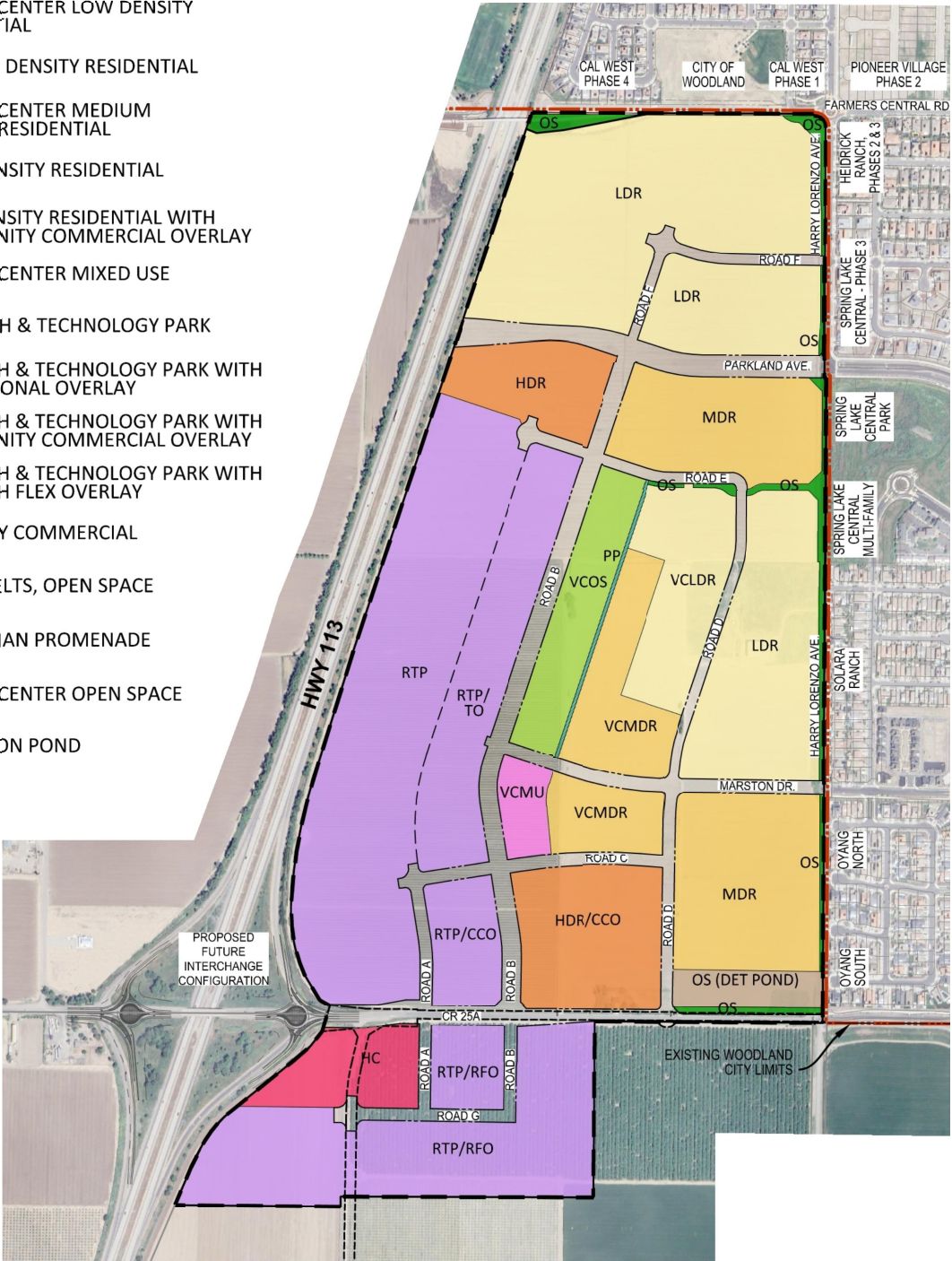
EXHIBIT C
DEVELOPMENT PLAN



EXISTING ZONING

LEGEND

- LDR LOW DENSITY RESIDENTIAL
- VCLDR VILLAGE CENTER LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- VCMDR VILLAGE CENTER MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL
- HDR/CCO HIGH DENSITY RESIDENTIAL WITH COMMUNITY COMMERCIAL OVERLAY
- VCMU VILLAGE CENTER MIXED USE
- RTP RESEARCH & TECHNOLOGY PARK
- RTP/TO RESEARCH & TECHNOLOGY PARK WITH TRANSITIONAL OVERLAY
- RTP/CCO RESEARCH & TECHNOLOGY PARK WITH COMMUNITY COMMERCIAL OVERLAY
- RTP/RFO RESEARCH & TECHNOLOGY PARK WITH RESEARCH FLEX OVERLAY
- HC HIGHWAY COMMERCIAL
- OS GREENBELTS, OPEN SPACE
- PP PEDESTRIAN PROMENADE
- VCOS VILLAGE CENTER OPEN SPACE
- DET POND DETENTION POND



PROPOSED CITY OF WOODLAND ZONING

0 500 1000
SCALE: 1" = 1000'

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

SCALE
1" = 300'

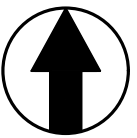


CECWEST.COM
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CITY OF WOODLAND

LAND USE ZONING EXHIBIT
WOODLAND RESEARCH AND TECHNOLOGY PARK

CALIFORNIA



SHEET
1
OF
1
DATE: 07/12/2023
JOB NO: 1593.00.04

EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan (“Phasing Plan”) for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the “Rules”). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer’s Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall work to design, fund and construct the following improvements as determined by the City Engineer:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g., traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units¹ to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
Per unit contribution = project cost * 1.2 * 0.53/500 units
The project cost is the amount listed in the CIP with an annual adjustment by CCI
The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
0.53 is the cost share for the WRTP as reflected in the CIP
The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

¹ All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

- The Parkland Ave Overcrossing abutment fill slope, dirt placement, compaction to CalTrans standards and stabilization must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

- The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

- Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

- The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

- The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

- Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, the City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the W RTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .
- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (“TDM/VMT Program”) that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER’s first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

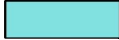
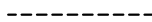
- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
 - sound wall layout
 - signal interconnect exhibit
 - right of way dedication exhibit
 - greenway dedication exhibit
 - the yard exhibit and cost estimate
 - mobility hub exhibit and cost estimate
 - CFD map showing what will be maintained
 - Map and description for wells and pipes
 - Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

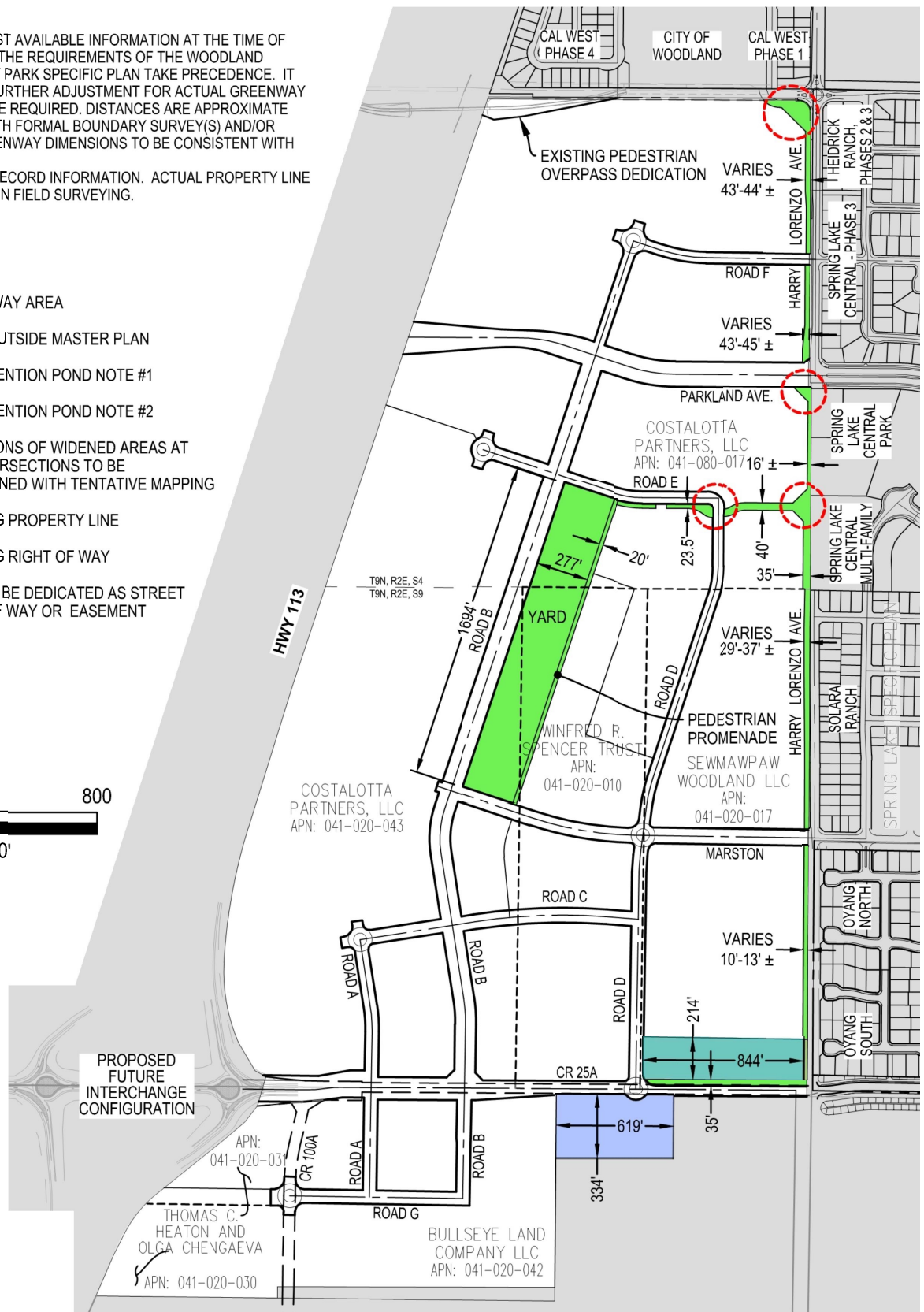
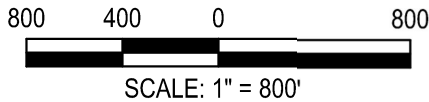
EXHIBIT G
PUBLIC DEDICATIONS

NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL GREENWAY AND PARK DEDICATION MAY BE REQUIRED. DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN. ANY CHANGE IN GREENWAY DIMENSIONS TO BE CONSISTENT WITH ACREAGE IN SPECIFIC PLAN.
3. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.

LEGEND:

-  GREENWAY AREA
-  AREA OUTSIDE MASTER PLAN
-  SEE DETENTION POND NOTE #1
-  SEE DETENTION POND NOTE #2
-  DIMENSIONS OF WIDENED AREAS AT KEY INTERSECTIONS TO BE DETERMINED WITH TENTATIVE MAPPING
-  EXISITING PROPERTY LINE
-  EXISITING RIGHT OF WAY
-  AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT



DETENTION POND NOTES:

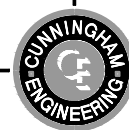
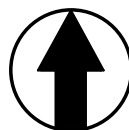
1. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS AND TENTATIVE MAP LAYOUT.
2. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS.

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 08/01/23
JOB No: 1593.00.06

WOODLAND

WOODLAND RESEARCH AND TECHNOLOGY PARK GREENWAY DEDICATION EXHIBIT

CALIFORNIA



Project Planning ■ Civil Engineering ■ Landscape Architecture
Sacramento Office Davis Office
2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
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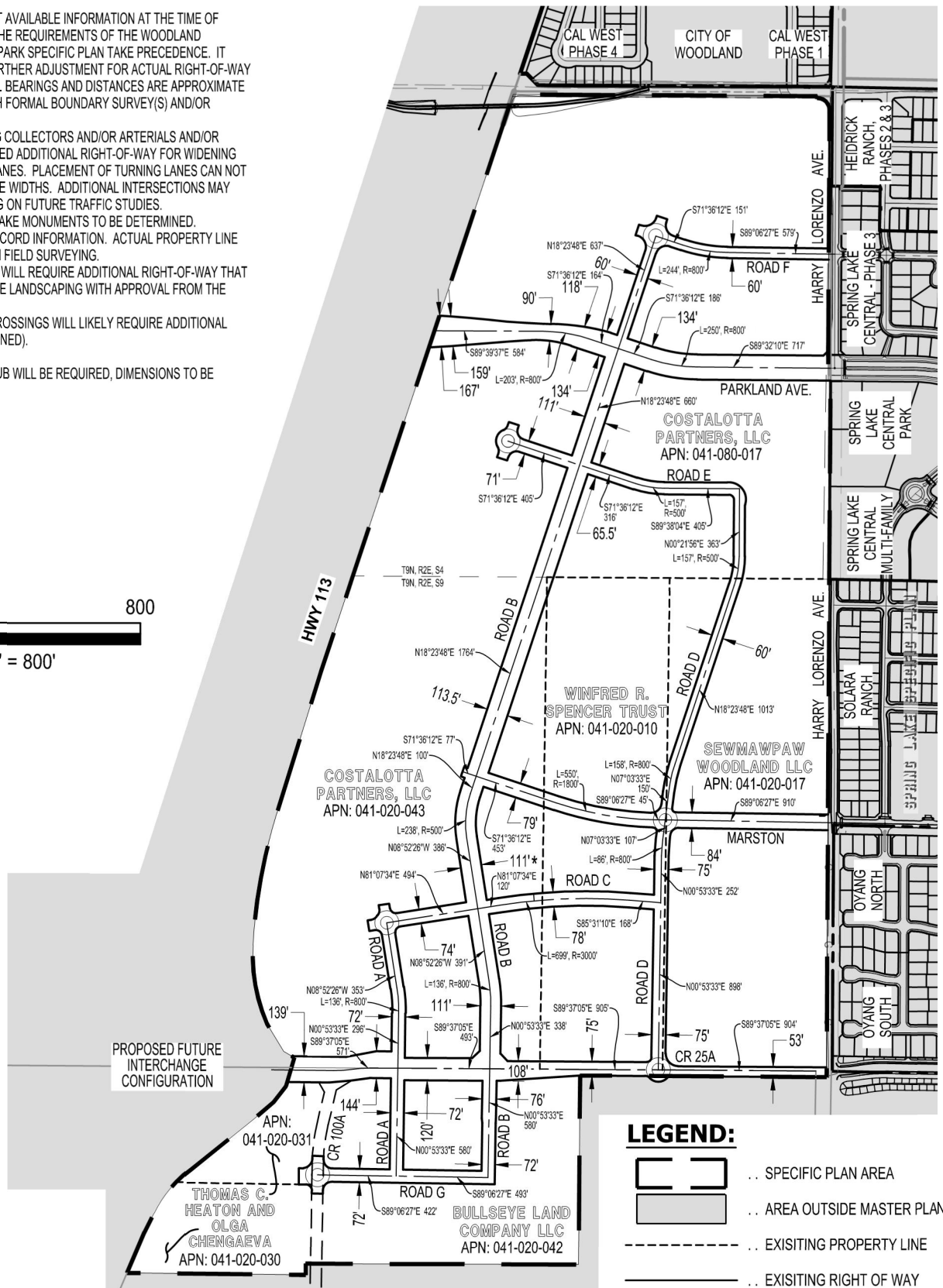
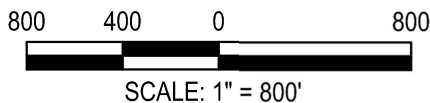
CECWEST.COM

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NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL RIGHT-OF-WAY DEDICATION MAY BE REQUIRED. BEARINGS AND DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN.
2. ALL INTERSECTIONS INVOLVING COLLECTORS AND/OR ARTERIALS AND/OR ROUNDABOUTS WILL LIKELY NEED ADDITIONAL RIGHT-OF-WAY FOR WIDENING TO ACCOMMODATE TURNING LANES. PLACEMENT OF TURNING LANES CAN NOT REDUCE FRONTAGE LANDSCAPE WIDTHS. ADDITIONAL INTERSECTIONS MAY REQUIRE WIDENING DEPENDING ON FUTURE TRAFFIC STUDIES.
3. AREA REQUIRED FOR SPRING LAKE MONUMENTS TO BE DETERMINED.
4. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.
5. STREETS WITH BUS TURNOUTS WILL REQUIRE ADDITIONAL RIGHT-OF-WAY THAT MAY BE TAKEN FROM FRONTAGE LANDSCAPING WITH APPROVAL FROM THE CITY ENGINEER.
6. BICYCLE / PEDESTRIAN OVERCROSSINGS WILL LIKELY REQUIRE ADDITIONAL RIGHT-OF-WAY (TO BE DETERMINED).

* ADDITIONAL RW FOR MOBILITY HUB WILL BE REQUIRED, DIMENSIONS TO BE DETERMINED.



LEGEND:

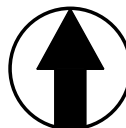
- .. SPECIFIC PLAN AREA
- .. AREA OUTSIDE MASTER PLAN
- .. EXISTING PROPERTY LINE
- .. EXISTING RIGHT OF WAY
- .. AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 02/21/22
JOB No: 1593.00-06

WOODLAND RESEARCH AND TECHNOLOGY PARK DEDICATION EXHIBIT

WOODLAND

CALIFORNIA



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Project Planning ■ Civil Engineering ■ Landscape Architecture
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■ Davis Office 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".
2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.
3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
 - a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
 - b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
 - c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
 - d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
 - e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
 - f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

4. In-Lieu Fees – Consistent with the requirements of the City of Woodland’s Affordable Housing Ordinance:
- a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner’s affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner’s satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
 - b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
 - i. \$3.00/sf on all market rate Low Density Residential units
 - ii. \$2.50/sf on all market rate Medium Density Residential units
 - iii. \$2.00/sf on all market rate High Density Residential units
 - c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City’s housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.
5. Land Dedication - In accordance with the City of Woodland’s Affordable Housing Ordinance:
- a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP:** Land within the Low Density Residential (LDR) or

Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

- b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
 - i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
 - ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with, or bonds shall be provided to ensure the construction of, infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.
- c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be

transferred to other lower density zones without separate City approval, in City's sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
 - East Regional Pond
 - North Regional Pond
 - County Road 25A Channel
 - Outfall Channel and Outfall Channel Outlet Structure
 - Farmers Central Drainage Channel
 - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for one-half of the Pedestrian Overcrossing. The City will designate the portion of the Pedestrian Overcrossing funded by the Maintenance CFD at its discretion in conformance with all applicable law..
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible on the east side of the State Route 113/County Road 25A interchange. The specific area in the interchange funded by the Maintenance CFD shall be determined by the City at its discretion in conformance with all applicable law.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit
- Maintenance of any landscaping on the east side of SR 113 adjacent to the project limits of the WRTP.

EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the “CIP”) and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the “CIP Modification Work”) and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the “Master Planning and Design Work”).

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F. Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost other than the amount paid through the RTIF program, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owner to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for public infrastructure as set forth in the Schedule of Costs contained in the CIP, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. For purposes of determining the cost of the public improvements in comparison to the amounts in the CIP, the Owner may group the calculation of all improvements constructed with the same tentative map, constructed during the same time period and submitted for City documentation at the same time. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be amended from time to time and as

updated annually based on the Construction Cost Index (“CCI”)) at the time the Owner awards the construction contract for the applicable public improvement. If construction is not completed in the same calendar year as the contract is awarded, then the CIP valuation may be increased by up to one year of CCI (in addition to any other changes to the CIP that may have occurred between contract award and July 1 of the following year). If the Owner requests credit and reimbursement in the same year that the contract is awarded (either through this subsection b. or through subsection f. below), then they shall not be eligible for the additional year of CCI. Following completion of the applicable public improvements, the Owner shall provide to the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the CIP valuation established at the time of contract award (and if applicable as amended by one year of CCI), or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer’s estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record (“CCI”) through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work

required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Work must be reviewed by the City and approved in writing prior to contract execution (or contract amendment execution) in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a “Credit/Reimbursement Account” for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record Twenty City Index or other index adopted by the City Council (“CCI”) at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner’s RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the “Administration Portion”). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner’s Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be

available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF; (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

h. Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments

from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

i. City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

EXHIBIT K

WRTP PROJECT FEES

CITY shall collect any of the following fees based on the project conditions of approval, the WRTP approval documents and as defined in this Exhibit K. 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. Actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees are subject to annual Construction Cost Increases (CCI) and may be subject to increases based on City evaluation of the various fee programs in accordance with applicable State law, or with regard to the RTIF, in accordance with the Development Agreement and the RTIF Report. The Engineering News-Record Twenty City Index or other index adopted by the City Council shall be used for the calculation of CCI.

Development Impact Fees for the following categories and amounts are shown as of September 2023. The Administrative Guidelines in effect on the date of the approval of this Agreement shall be used for the duration of this Agreement.

Development Impact Fee	Greenfield SFD (Single Family Dwelling)	Greenfield MFU (Multi-family Unit)
General City	\$1,005	\$755
Fire	\$3,406	\$2,042
Library	\$628	\$471
Police	\$823	\$616
Wastewater	\$7,524	\$5,642
Water Capacity Fee	\$6,174	\$4,630*
Parks & Recreational Facilities	\$9,279	\$6,959
Roads	\$9,915	\$4,063
Admin Fee (.75%)	\$291	\$189
Storm Drainage Facilities	\$0	\$0
Total	\$39,045	\$25,367
Storm drainage is \$0 for the WRTP, as it is all paid in the RTIF. Water fee is reduced (to 75% of the SF rate) for multifamily. *Water Capacity Fee will be determined by meter size		

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit, as follows:

- RTIF fees for the cost of the backbone infrastructure to the Woodland Research and Technology Park plan area (September 2023 fees) are as listed in Attachment No. 1 to this Exhibit.
- Habitat Conservation Obligation. Before any ground-disturbing activities, the City will require project proponent/s to submit the Yolo HCP/NCCP *Application Form* for non-member agency projects and *Member Agency Reporting Form* for member agency projects, as applicable, and pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form.
- Affordable Housing. All residential projects are subject to the Citywide Affordable Housing

Ordinance (WMC Chapter 15.16) which requires a 10 percent inclusionary housing obligation, except where modified by the WRTP Project Development Agreement (Exhibit H). Applicants shall comply with their inclusionary obligation through on site construction of affordable units, through the payment of in-lieu fees, and/or through land dedication as specified in Exhibit H. The current in-lieu fees are as follows: for LDR \$3.00/building sq ft, for MDR \$2.50/building sq ft and for HDR \$2.00/building sq ft

- Conversion of Prime Agricultural Land. Project applicants for future projects proposed within the WRTP Specific Plan Area are required to comply with Woodland Municipal Code Chapter 15.33, which requires replacement of Prime Farmland at a 1:1 ratio. In addition, the South Regional Pond development area is subject to the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), which requires replacement of Prime Farmland at a ratio of three acres of conserved farmland to one acre of converted land and replacement of other types of farmland at a ratio of two acres to one; small projects of less than 20 acres may pay an in-lieu fee rather than conserve farmland directly.
- Fair Share Cost of public facilities, services and improvements as determined by the City of Woodland nexus study (MPFP fee triggered at building permit)
- Public transit capital fee of \$311 for LDR, \$212 for MDR and \$159 for HDR. This fee will be used to pay for the construction of transit capital improvements.
- Installation of or payment of fees consistent with the City's Public Art Ordinance.
- Tentative Map processing shall be paid on a time and materials basis based on the City's current liability account procedures (at the time of project application).
- With regard to Engineering fees: Plan Check fees shall be 3% of the value of the improvements or as modified based on the engineering fees in effect at time of Development Agreement approval. At the City's option, inspection fees will be paid for on a time and materials basis or on a fee basis per the engineering fees in effect at the time of Development Agreement approval.
- Building permit fees, planning fees, fire department fees and all other development processing fees not mentioned in this Exhibit will be those fees in effect at the time the various documents are submitted to the City for approval; provided that the Property shall only be subject to City fees to the extent they existed at the time this Agreement was approved by City Council. City has disclosed and Owner has acknowledged that City may during the term of this Agreement adopt new and different City-wide processes and labels for processing development approvals and development processing fees. Owner will comply with changes as they apply to the Property, provided that in no case shall such changes adversely affect or modify Owner's rights under this Agreement, nor shall such changes increase the total costs payable by Owner for development processing fees above what would have been charged for the applicable development approvals immediately prior to such change, without a mutually agreed amendment to this Agreement.
- If any fees are modified or new fees are created based on County, State or Federal requirements (or in response to County, State and Federal requirements), then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval, provided that any increased cost to Owner shall be limited to the costs related to County, State and Federal requirements). If any building fees are modified or new fees are created based on the International Code Council (ICC) or similarly used resources in the building industry, then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval.

Table 1-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Program Fee Summary (2023\$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
<i>Source</i>	<i>Table 4-4</i>	<i>Table 4-12</i>	<i>Table 4-6</i>	<i>Table 4-8</i>	<i>Table 4-10</i>		<i>Table 3-1</i>	
<i>Percentage</i>							<i>4.00%</i>	
Residential by Land Use								
Low Density (LDR)	-	-	\$6,952	\$2,907	\$1,176	\$11,036	\$441	\$11,477
Medium Density (MDR)	-	-	\$4,742	\$2,475	\$910	\$8,127	\$325	\$8,452
High Density (HDR)	-	-	\$3,085	\$1,759	\$819	\$5,663	\$227	\$5,890
Residential by Square Foot Range								
Single Family (LDR and MDR)								
< 1,000 sq. ft.	\$12,800	\$8,199	-	-	-	\$20,999	\$840	\$21,839
1,000 to 1,999 sq. ft.	\$20,696	\$14,450	-	-	-	\$35,146	\$1,406	\$36,552
2,000 to 2,999 sq. ft.	\$29,904	\$22,380	-	-	-	\$52,284	\$2,091	\$54,375
> 2,999 sq. ft.	\$36,547	\$27,555	-	-	-	\$64,102	\$2,564	\$66,666
Multifamily (HDR)								
< 1,000 sq. ft.	\$12,256	\$14,450	-	-	-	\$26,705	\$1,068	\$27,773
≥1000 sq. ft.	\$13,606	\$16,533	-	-	-	\$30,139	\$1,206	\$31,345
Residential for Average Unit Size								
Low Density (2,300 sq. ft.)	\$29,904	\$22,380	\$6,952	\$2,907	\$1,176	\$63,321	\$2,533	\$65,854
Medium Density (1,850 sq. ft.)	\$20,696	\$14,450	\$4,742	\$2,475	\$910	\$43,273	\$1,731	\$45,004
High Density (990 sq. ft.)	\$12,256	\$14,450	\$3,085	\$1,759	\$819	\$32,368	\$1,295	\$33,663
Commercial [1]								
Village Center/Community Commercial Business Park	\$189,072	N/A	\$22,213	\$2,580	\$2,596	\$216,461	\$8,658	\$225,119
	\$86,378	N/A	\$22,213	\$2,346	\$1,731	\$112,667	\$4,507	\$117,174
Commercial [1]								
Village Center/Community Commercial Business Park	\$9.99	N/A	\$1.17	\$0.14	\$0.14	\$11.43	\$0.46	\$11.89
	\$4.96	N/A	\$1.27	\$0.13	\$0.10	\$6.47	\$0.26	\$6.73

Source: City of Woodland; EPS

[1] Commercial fees will be charged per gross developable acre. The amount per bldg. sq. ft. is shown for informative purposes only.

EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between _____, L.P., a California limited partnership ("**Assignor**"), and _____, L.P., a California limited partnership ("**Assignee**").

RECITALS

A. The City of Woodland ("**City**") adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____ (the "**Development Agreement**"), as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties and Obligations**").

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the “**Assumed Obligations**”).

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____

E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”

PROPERTY

EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland ("**City**") adopted Ordinance Number _____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. _____ - _____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties and Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”

ENTIRE PROPERTY

EXHIBIT “B”
TRANSFERRED PROPERTY

Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

**DEVELOPMENT AGREEMENT
(Spencer Development—Woodland Research and Technology Park)**

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**TAMMY EMERY, SOLE TRUSTEE OF THE SPENCER REVOCABLE LIVING
TRUST DATED MAY 15, 1995**

DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter “Agreement”) is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the “Effective Date”) by and among the City of Woodland, a California municipal corporation (hereinafter “CITY”), and (hereinafter “OWNER”):

RECITALS

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

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the “Final EIR”), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the “Specific Plan”), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY’s General Plan and the Specific Plan applicable thereto; 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 Property 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 the 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 Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 “Capital Improvement Plan” or “CIP” means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 “Development” means the improvement of the Property 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.

1.1.5 “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) the Woodland Research and Technology Park Specific Plan, as it may be amended from time to time;

(b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;

- (c) conditional use permits, design review approvals and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of easements, 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.

1.1.7 “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, but does not include park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. “Development Impact Fee” shall not include processing fees and charges 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, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 “Development Plan” means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit “C”, which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date.

1.1.11 “General Plan” means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 “Improvements Outside Specific Plan Area” means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 “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, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of easements or 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 and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Maintenance CFD” shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16 “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.

1.1.17 “Offsite Property” has the meaning set forth in Section 3.11 of this Agreement.

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

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

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

1.1.21 “Public Infrastructure Reimbursement Rules” means the “Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan,” attached hereto as Exhibit “J” and incorporated herein by this reference.

1.1.22 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 “Specific Plan” means that certain specific plan adopted by the City Council by Resolution No. ___, and entitled, “Woodland Research and Technology Park Specific Plan.”

1.1.24 “Specific Plan Area” means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 “Subdivision Map Act” means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date 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.

Exhibit “D” — Infrastructure Phasing Rules.

Exhibit “E” — WRTP CIP Modification

Exhibit “F” — Master Planning and Design Obligations

Exhibit “G” — Public Dedications

Exhibit “H” — WRTP Affordable Housing Plan

Exhibit “I” — Maintenance Services

Exhibit “J” — Public Infrastructure Reimbursement Rules

Exhibit “K” — W RTP Project Fees

Exhibit “L” — Form of Assignment and Assumption Agreement

Exhibit “M” — Form of Partial Assignment and Assumption Agreement

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 only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the “Term.” Any tentative map approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus the Community Development Director is hereby authorized to grant two extensions of two (2) years each at the Community Development Director’s sole discretion, without further approval by the Planning Commission or City Council, plus (ii) such time extensions authorized by state law currently or in the future.

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, limited liability company, 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, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative 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 and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

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. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, 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 portion of the Property sold, transferred, or assigned.

(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 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 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.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon 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 which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

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

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "M" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this

Agreement. For purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City’s Municipal Code and applicable state law.

2.7 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, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.
- (e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

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 which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 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, including, without limitation, by courier, 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. 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
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

Tammy Emery
Wright & Wright Inc.
1215 Plumas Street, Ste. 1500
Yuba City, CA 95991

(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. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of easements or land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to develop the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, 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 in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.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. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date whether by regulatory action, Council vote,

voter initiative or otherwise, which purport to cap, prohibit or otherwise limit development and/or the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones (“RDZ”) that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ’s.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) Except for the provisions stated above, the CITY has sole authority to approve the reallocation of units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study and if necessary updates to the Public Facilities Financing Plan and the CIP.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide

infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit “D” (the “Phasing Rules”), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City’s obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of building permits issued within the Specific Plan Area until certain public improvements are

complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Alignment of Parcels. Prior to or concurrently with the submission of an application for a tentative subdivision map for any portion of the Property, OWNER shall, in conjunction with Sewmawpaw Woodland, LLC, or the successor in interest to fee title to the property adjacent to the Property and owned by Sewmawpaw Woodland, LLC at the time of recordation of this Agreement (“Wass”), apply for a lot line adjustment to ensure that the portion of both OWNER’s property and Wass’s property that is designated as Village Center Low Density Residential (“VCLDR”) in the Specific Plan has frontage access onto Road D. The lot line adjustment shall be located such that the parcels designated as VCLDR and Village Center Medium Density Residential (“VCMR”) on both OWNER’s Property and the property owned by Wass can be developed in an efficient manner without awkward land parcels as determined by CITY in its reasonable discretion.

3.7 Conceptual Plan for HDR/CCO Properties. Prior to or concurrently with submission to CITY of OWNER’s first application for a tentative subdivision map or other Subsequent Development Entitlement for the property bounded by Road B, County Road 25A, Road D and Road C following approval of this Agreement, OWNER shall submit to the City for approval, with a copy to Costalotta Partners, LLC (“Costalotta”), a conceptual plan to include a land use proposal for the portion of OWNER’s Property and the Property owned by Costalotta and designated as High Density Residential/Community Commercial Overlay (“HDR/CCO”) in the Specific Plan, which conceptual plan shall include a description of the relationship between the two development types, including opportunities for shared access for the designated properties (from Roads B and/or C), circulation, and parking. Parking to serve the designated properties shall be located away from Road B, behind any buildings that front Road B. Such conceptual plan shall be subject to review and approval by the Community Development Director in consultation with CITY’s traffic engineer to confirm consistency with the requirements with this Section, which approval shall not be unreasonably withheld. If the conceptual plan is submitted by Costalotta and approved by the Community Development Director prior to submission of OWNER’s first application for a tentative subdivision map or a referenced above, such approval shall satisfy OWNER’s obligation under this Section.

3.8 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this

Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,
- (c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,
- (d) Delete a requirement for the reservation or dedication of easements or land for public purposes within the Property as a whole; or,
- (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.9 Reservations of Authority.

3.9.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees and charges of every kind and nature imposed by CITY to cover the costs of processing applications for Development Approvals or for monitoring compliance with any Development Approvals.
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- (c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan. Further, for the first ten (10) years following the Effective Date, the City shall not implement a change to the City's engineering standards and specifications that would result in an increase to the cost of construction of the required public improvements for a subdivision located within the Property by more than 2% of the estimated cost of the public improvements prior to such change.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and 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 which do not conflict with those rules, regulations and policies set forth in 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 conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.9.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with this Development Agreement or the Specific Plan in the form in effect on the Effective Date of this Development Agreement, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Specific Plan.

3.9.3 Modification or Suspension by State or Federal Law. In the event that State 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. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.9.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.9.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

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

3.11 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, 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 (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.11. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.11 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.11 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.11.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease

condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.11.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Even if the property is not included in the CIP, the rules set forth in Section 3 of the Public Infrastructure Reimbursement Rules shall be followed. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.11 to acquire such property.

3.12 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY 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. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.13 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.14 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable

connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.15 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.16 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which 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. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit “K”, W RTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees or other fees that are not listed in Exhibit “K” in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees as permitted by State law, except that OWNER and CITY agree that new fee categories cannot be added to this project without mutual written agreement amending this Agreement. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the “RTIF”) as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERS within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the “RTIF Report”), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, “W RTP CIP Modification”, attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account

for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located within the Spring Lake Specific Plan Area for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone (“RDZ”) 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY’s deferred impact fee policy for non-residential development, if applicable. At CITY’s discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of easements, land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of easements, land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" ("**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit "G" ("**Public Dedications**"), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER's Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit "G" but is not

included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of \$9,279 per single family unit or \$6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the “Affordable Housing Ordinance”) through the implementation of the Affordable Housing Plan for the Specific Plan (the “**WRTP Affordable Housing Plan**”), which is attached hereto as Exhibit “H” and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the “Beeman North” property will be entering into good faith negotiations with Woodland Joint Unified School District (“WJUSD”) for the potential purchase of property to be used as a school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of the WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of a school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City

4.9 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit “C”, as a “build to rent single family development”. For purposes of this Agreement, a “build to rent single family development” is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other

financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. 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. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of the Spring Lake Community Facilities District (“**Sports Park CFD**”) which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for

which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project for services identified in Exhibit I or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the “**Maintenance CFD**”), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit “I”, attached hereto and incorporated herein by this reference (“**Maintenance Services**”).

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor’s parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement as determined by the City, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

- (a) Recommendation of the Community Development Director;
- (b) Affirmative vote of at least four (4) members of the Planning Commission; or
- (c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

- (a) 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, during the period under review, the review for that period shall be concluded.
- (b) 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, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), 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 CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 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 in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 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 written 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 which 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 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the 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 Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate 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 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 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date (“General Plan”), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY’s determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys’ fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 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.

8.4 Environment 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.

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

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, 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 City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall 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 which 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, including but not limited to the payment of the 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 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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 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. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith

with OWNER in the implementation of the Development of the Property to support successful development of each of the allowed land uses in the Specific Plan Area. The City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

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

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

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 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.

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Spencer Development—Woodland Research and Technology Park)**

"OWNER"

TAMMY EMERY, SOLE TRUSTEE OF THE
SPENCER REVOCABLE LIVING TRUST
DATED MAY 15, 1995

By: _____
Name: Tammy Emery
Its: Trustee
Date: _____

BETTY JEAN SPENCER, an individual

By: _____

"CITY"

CITY OF WOODLAND,
a California municipal corporation

By: _____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

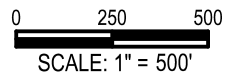
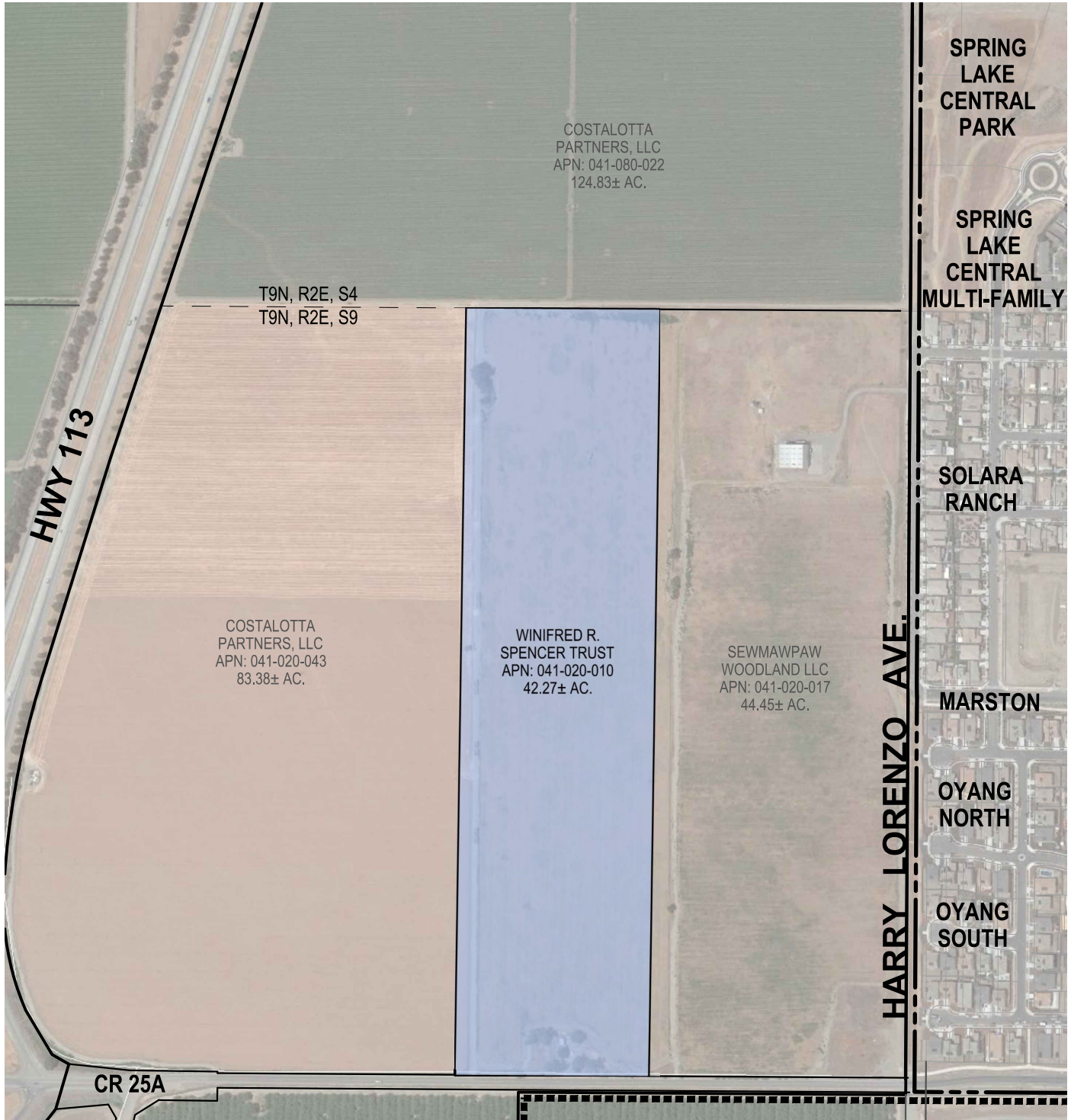
Real property in the unincorporated area of the County of Yolo, State of California, described as follows:
THE WEST 40 ACRES OF THE EAST 90 ACRES OF THE NORTHEAST QUARTER OF SECTION 9,

TOWNSHIP 9 NORTH, RANGE 2 EAST, M. D. B. & M., BEING FURTHER DESCRIBED AS BOUNDED ON THE
NORTH AND WEST BY LANDS FORMERLY OWNED BY B.B. JACKSON; EAST BY LAND OF WALGAMOTT,
FORMERLY LAND OF NORA JACKSON; AND SOUTH BY THE COUNTY ROAD.

APN: 041-020-010-000

EXHIBIT B

MAP OF PROPERTY

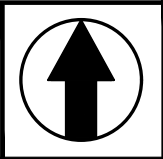


DESIGNED	CC
DRAWN	CC
CHECKED	SG
DATE:	08/28/2023
JOB No:	1593.00.04

WOODLAND RESEARCH AND TECHNOLOGY PARK
PROPERTY MAP - WINIFRED R. SPENCER TRUST

WOODLAND

CALIFORNIA



CECWEST.COM

Project Planning ■ Civil Engineering ■ Landscape Architecture

Sacramento Office
2120 20th Street, Suite Three
Sacramento, CA 95818
(916) 455-2026

Davis Office
2940 Spafford Street, Suite 200
Davis, CA 95618
(530) 758-2026

SCALE	1" = 500'
SHEET	1
OF	1

C:\Users\chris\appdata\local\temp\AcPublish_15988\1593-00-04 PROPERTY MAPS.dwg - SPENCER 8/28/2023 - 3:41PM Plotted by: chris
Page 432

EXHIBIT C
DEVELOPMENT PLAN



EXISTING ZONING

LEGEND

- LDR LOW DENSITY RESIDENTIAL
- VCLDR VILLAGE CENTER LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- VCMDR VILLAGE CENTER MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL
- HDR/CCO HIGH DENSITY RESIDENTIAL WITH COMMUNITY COMMERCIAL OVERLAY
- VCMU VILLAGE CENTER MIXED USE
- RTP RESEARCH & TECHNOLOGY PARK
- RTP/TO RESEARCH & TECHNOLOGY PARK WITH TRANSITIONAL OVERLAY
- RTP/CCO RESEARCH & TECHNOLOGY PARK WITH COMMUNITY COMMERCIAL OVERLAY
- RTP/RFO RESEARCH & TECHNOLOGY PARK WITH RESEARCH FLEX OVERLAY
- HC HIGHWAY COMMERCIAL
- OS GREENBELTS, OPEN SPACE
- PP PEDESTRIAN PROMENADE
- VCOS VILLAGE CENTER OPEN SPACE
- DET POND DETENTION POND

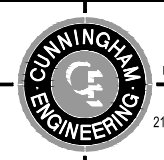


PROPOSED CITY OF WOODLAND ZONING

0 500 1000
SCALE: 1" = 1000'

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

SCALE
1" = 300'



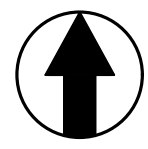
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Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

CITY OF WOODLAND

LAND USE ZONING EXHIBIT

WOODLAND RESEARCH AND TECHNOLOGY PARK

CALIFORNIA



SHEET
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OF
1
DATE: 07/12/2023
JOB NO: 1593.00.04

EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan (“Phasing Plan”) for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the “Rules”). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer’s Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall work to design, fund and construct the following improvements as determined by the City Engineer:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g., traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units¹ to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
Per unit contribution = project cost * 1.2 * 0.53/500 units
The project cost is the amount listed in the CIP with an annual adjustment by CCI
The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
0.53 is the cost share for the WRTP as reflected in the CIP
The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

¹ All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

- The Parkland Ave Overcrossing abutment fill slope, dirt placement, compaction to CalTrans standards and stabilization must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

- The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

- Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

- The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

- The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

- The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

- Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, the City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the W RTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules. OWNER and CITY agree that the City's staff time and legal expenses will be paid from the administrative portion of the RTIF.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .
- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

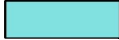
- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (“TDM/VMT Program”) that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER’s first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.
- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
 - sound wall layout
 - signal interconnect exhibit
 - right of way dedication exhibit
 - greenway dedication exhibit
 - the yard exhibit and cost estimate
 - mobility hub exhibit and cost estimate
 - CFD map showing what will be maintained
 - Map and description for wells and pipes
 - Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

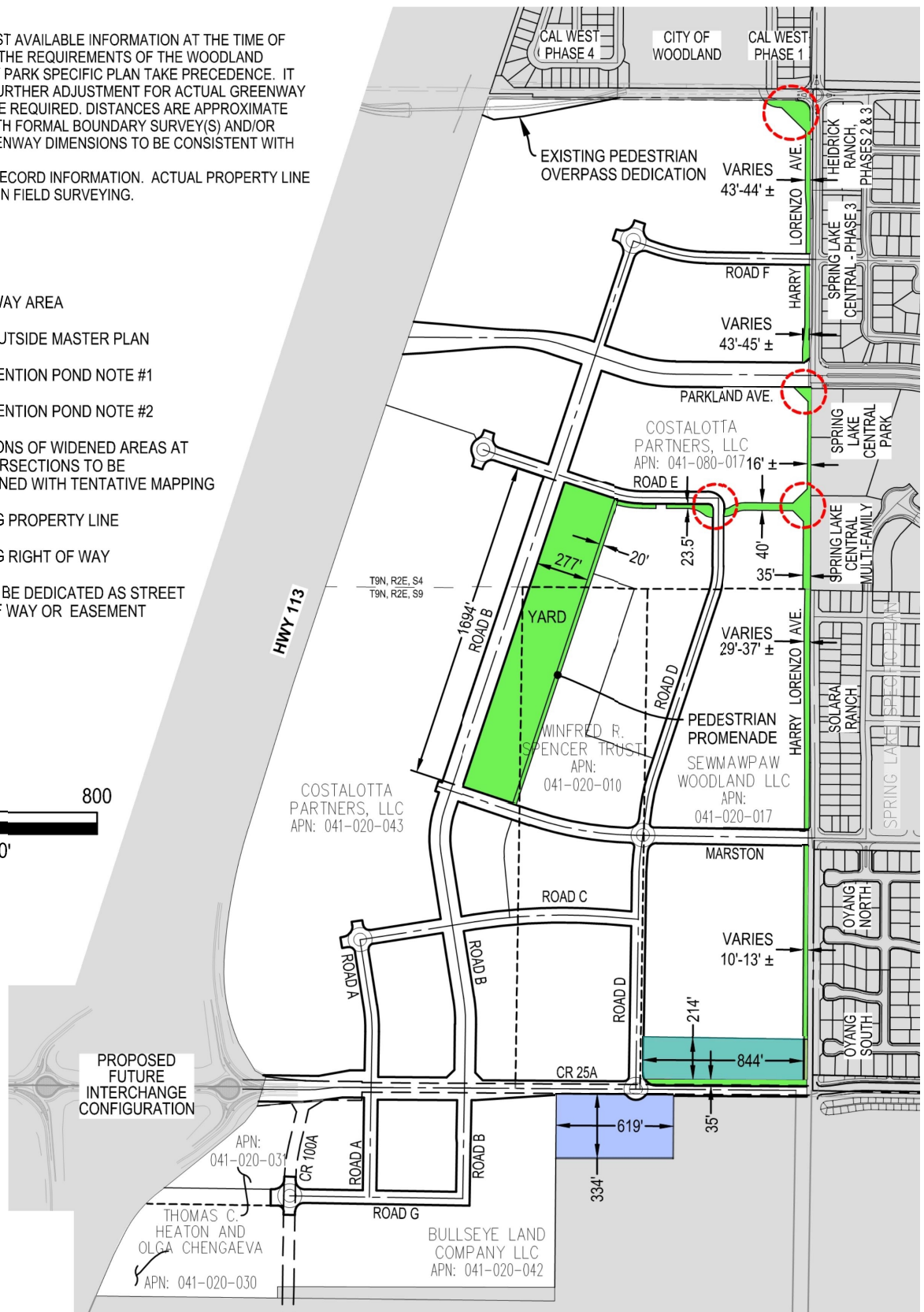
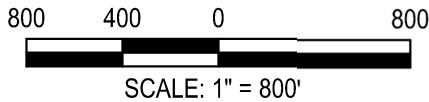
EXHIBIT G
PUBLIC DEDICATIONS

NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL GREENWAY AND PARK DEDICATION MAY BE REQUIRED. DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN. ANY CHANGE IN GREENWAY DIMENSIONS TO BE CONSISTENT WITH ACREAGE IN SPECIFIC PLAN.
3. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.

LEGEND:

-  GREENWAY AREA
-  AREA OUTSIDE MASTER PLAN
-  SEE DETENTION POND NOTE #1
-  SEE DETENTION POND NOTE #2
-  DIMENSIONS OF WIDENED AREAS AT KEY INTERSECTIONS TO BE DETERMINED WITH TENTATIVE MAPPING
-  EXISITING PROPERTY LINE
-  EXISITING RIGHT OF WAY
-  AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT



DETENTION POND NOTES:

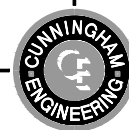
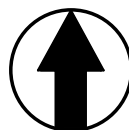
1. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS AND TENTATIVE MAP LAYOUT.
2. PROPOSED DETENTION POND - DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL STORM WATER CALCULATIONS.

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 08/01/23
JOB No: 1593.00.06

WOODLAND

WOODLAND RESEARCH AND TECHNOLOGY PARK GREENWAY DEDICATION EXHIBIT

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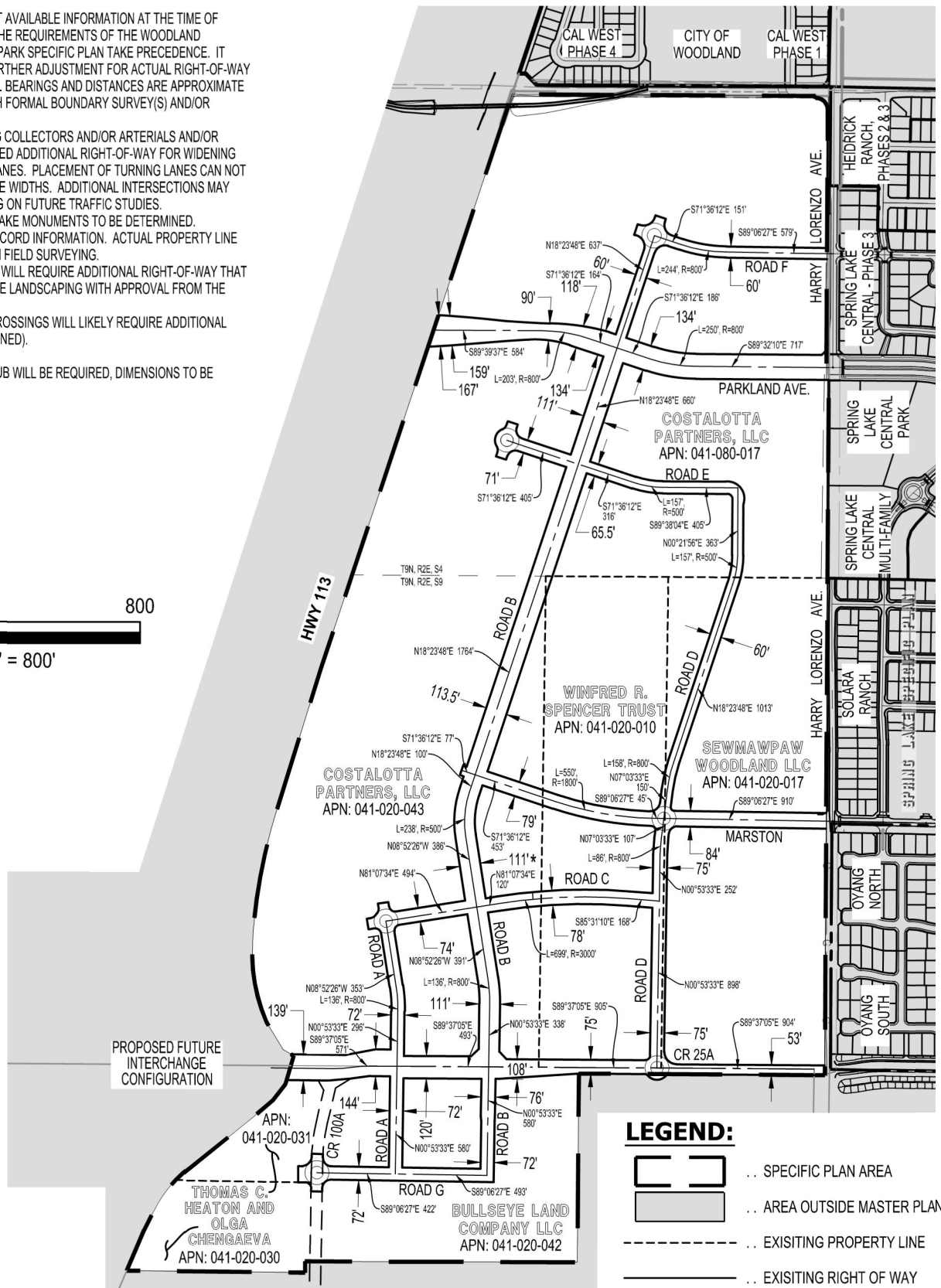
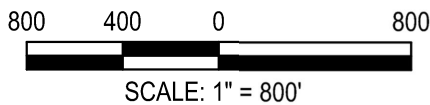
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NOTES:

1. THIS EXHIBIT IS BASED ON BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. IN ALL CASES THE REQUIREMENTS OF THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN TAKE PRECEDENCE. IT SHOULD BE ASSUMED THAT FURTHER ADJUSTMENT FOR ACTUAL RIGHT-OF-WAY DEDICATION MAY BE REQUIRED. BEARINGS AND DISTANCES ARE APPROXIMATE AND SUBJECT TO CHANGE WITH FORMAL BOUNDARY SURVEY(S) AND/OR DESIGN.
2. ALL INTERSECTIONS INVOLVING COLLECTORS AND/OR ARTERIALS AND/OR ROUNDABOUTS WILL LIKELY NEED ADDITIONAL RIGHT-OF-WAY FOR WIDENING TO ACCOMMODATE TURNING LANES. PLACEMENT OF TURNING LANES CAN NOT REDUCE FRONTAGE LANDSCAPE WIDTHS. ADDITIONAL INTERSECTIONS MAY REQUIRE WIDENING DEPENDING ON FUTURE TRAFFIC STUDIES.
3. AREA REQUIRED FOR SPRING LAKE MONUMENTS TO BE DETERMINED.
4. PROPERTY LINES BASED ON RECORD INFORMATION. ACTUAL PROPERTY LINE LOCATIONS MAY CHANGE UPON FIELD SURVEYING.
5. STREETS WITH BUS TURNOUTS WILL REQUIRE ADDITIONAL RIGHT-OF-WAY THAT MAY BE TAKEN FROM FRONTAGE LANDSCAPING WITH APPROVAL FROM THE CITY ENGINEER.
6. BICYCLE / PEDESTRIAN OVERCROSSINGS WILL LIKELY REQUIRE ADDITIONAL RIGHT-OF-WAY (TO BE DETERMINED).

* ADDITIONAL RW FOR MOBILITY HUB WILL BE REQUIRED, DIMENSIONS TO BE DETERMINED.



LEGEND:

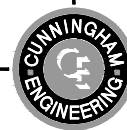
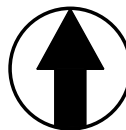
- .. SPECIFIC PLAN AREA
- .. AREA OUTSIDE MASTER PLAN
- .. EXISTING PROPERTY LINE
- .. EXISTING RIGHT OF WAY
- .. AREA TO BE DEDICATED AS STREET RIGHT OF WAY OR EASEMENT

DESIGNED SG
DRAWN LE
CHECKED SG
DATE: 02/21/22
JOB No: 1593.00-06

WOODLAND RESEARCH AND TECHNOLOGY PARK DEDICATION EXHIBIT

WOODLAND

CALIFORNIA



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■ Davis Office 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".
2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.
3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
 - a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
 - b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
 - c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
 - d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
 - e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
 - f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

4. In-Lieu Fees – Consistent with the requirements of the City of Woodland’s Affordable Housing Ordinance:
- a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner’s affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner’s satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
 - b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
 - i. \$3.00/sf on all market rate Low Density Residential units
 - ii. \$2.50/sf on all market rate Medium Density Residential units
 - iii. \$2.00/sf on all market rate High Density Residential units
 - c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City’s housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.
5. Land Dedication - In accordance with the City of Woodland’s Affordable Housing Ordinance:
- a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP:** Land within the Low Density Residential (LDR) or

Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

- b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
 - i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
 - ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with, or bonds shall be provided to ensure the construction of, infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.
- c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be

transferred to other lower density zones without separate City approval, in City's sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
 - East Regional Pond
 - North Regional Pond
 - County Road 25A Channel
 - Outfall Channel and Outfall Channel Outlet Structure
 - Farmers Central Drainage Channel
 - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for one-half of the Pedestrian Overcrossing. The City will designate the portion of the Pedestrian Overcrossing funded by the Maintenance CFD at its discretion in conformance with all applicable law..
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible on the east side of the State Route 113/County Road 25A interchange. The specific area in the interchange funded by the Maintenance CFD shall be determined by the City at its discretion in conformance with all applicable law.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit
- Maintenance of any landscaping on the east side of SR 113 adjacent to the project limits of the WRTP.

EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the “CIP”) and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the “CIP Modification Work”) and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the “Master Planning and Design Work”).

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F. Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost other than the amount paid through the RTIF program, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owner to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for public infrastructure as set forth in the Schedule of Costs contained in the CIP, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. For purposes of determining the cost of the public improvements in comparison to the amounts in the CIP, the Owner may group the calculation of all improvements constructed with the same tentative map, constructed during the same time period and submitted for City documentation at the same time. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be amended from time to time and as

updated annually based on the Construction Cost Index (“CCI”)) at the time the Owner awards the construction contract for the applicable public improvement. If construction is not completed in the same calendar year as the contract is awarded, then the CIP valuation may be increased by up to one year of CCI (in addition to any other changes to the CIP that may have occurred between contract award and July 1 of the following year). If the Owner requests credit and reimbursement in the same year that the contract is awarded (either through this subsection b. or through subsection f. below), then they shall not be eligible for the additional year of CCI. Following completion of the applicable public improvements, the Owner shall provide to the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the CIP valuation established at the time of contract award (and if applicable as amended by one year of CCI), or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer’s estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record (“CCI”) through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work

required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Work must be reviewed by the City and approved in writing prior to contract execution (or contract amendment execution) in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a “Credit/Reimbursement Account” for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record Twenty City Index or other index adopted by the City Council (“CCI”) at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner’s RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the “Administration Portion”). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner’s Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be

available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF; (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

h. Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments

from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

i. City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

EXHIBIT K

WRTP PROJECT FEES

CITY shall collect any of the following fees based on the project conditions of approval, the WRTP approval documents and as defined in this Exhibit K. 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. Actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees are subject to annual Construction Cost Increases (CCI) and may be subject to increases based on City evaluation of the various fee programs in accordance with applicable State law, or with regard to the RTIF, in accordance with the Development Agreement and the RTIF Report. The Engineering News-Record Twenty City Index or other index adopted by the City Council shall be used for the calculation of CCI.

Development Impact Fees for the following categories and amounts are shown as of September 2023. The Administrative Guidelines in effect on the date of the approval of this Agreement shall be used for the duration of this Agreement.

Development Impact Fee	Greenfield SFD (Single Family Dwelling)	Greenfield MFU (Multi-family Unit)
General City	\$1,005	\$755
Fire	\$3,406	\$2,042
Library	\$628	\$471
Police	\$823	\$616
Wastewater	\$7,524	\$5,642
Water Capacity Fee	\$6,174	\$4,630*
Parks & Recreational Facilities	\$9,279	\$6,959
Roads	\$9,915	\$4,063
Admin Fee (.75%)	\$291	\$189
Storm Drainage Facilities	\$0	\$0
Total	\$39,045	\$25,367
Storm drainage is \$0 for the WRTP, as it is all paid in the RTIF. Water fee is reduced (to 75% of the SF rate) for multifamily. *Water Capacity Fee will be determined by meter size		

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit, as follows:

- RTIF fees for the cost of the backbone infrastructure to the Woodland Research and Technology Park plan area (September 2023 fees) are as listed in Attachment No. 1 to this Exhibit.
- Habitat Conservation Obligation. Before any ground-disturbing activities, the City will require project proponent/s to submit the Yolo HCP/NCCP *Application Form* for non-member agency projects and *Member Agency Reporting Form* for member agency projects, as applicable, and pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form.
- Affordable Housing. All residential projects are subject to the Citywide Affordable Housing

Ordinance (WMC Chapter 15.16) which requires a 10 percent inclusionary housing obligation, except where modified by the W RTP Project Development Agreement (Exhibit H). Applicants shall comply with their inclusionary obligation through on site construction of affordable units, through the payment of in-lieu fees, and/or through land dedication as specified in Exhibit H. The current in-lieu fees are as follows: for LDR \$3.00/building sq ft, for MDR \$2.50/building sq ft and for HDR \$2.00/building sq ft

- Conversion of Prime Agricultural Land. Project applicants for future projects proposed within the W RTP Specific Plan Area are required to comply with Woodland Municipal Code Chapter 15.33, which requires replacement of Prime Farmland at a 1:1 ratio. In addition, the South Regional Pond development area is subject to the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), which requires replacement of Prime Farmland at a ratio of three acres of conserved farmland to one acre of converted land and replacement of other types of farmland at a ratio of two acres to one; small projects of less than 20 acres may pay an in-lieu fee rather than conserve farmland directly.
- Fair Share Cost of public facilities, services and improvements as determined by the City of Woodland nexus study (MPFP fee triggered at building permit)
- Public transit capital fee of \$311 for LDR, \$212 for MDR and \$159 for HDR. This fee will be used to pay for the construction of transit capital improvements.
- Installation of or payment of fees consistent with the City's Public Art Ordinance.
- Tentative Map processing shall be paid on a time and materials basis based on the City's current liability account procedures (at the time of project application).
- With regard to Engineering fees: Plan Check fees shall be 3% of the value of the improvements or as modified based on the engineering fees in effect at time of Development Agreement approval. At the City's option, inspection fees will be paid for on a time and materials basis or on a fee basis per the engineering fees in effect at the time of Development Agreement approval.
- Building permit fees, planning fees, fire department fees and all other development processing fees not mentioned in this Exhibit will be those fees in effect at the time the various documents are submitted to the City for approval; provided that the Property shall only be subject to City fees to the extent they existed at the time this Agreement was approved by City Council. City has disclosed and Owner has acknowledged that City may during the term of this Agreement adopt new and different City-wide processes and labels for processing development approvals and development processing fees. Owner will comply with changes as they apply to the Property, provided that in no case shall such changes adversely affect or modify Owner's rights under this Agreement, nor shall such changes increase the total costs payable by Owner for development processing fees above what would have been charged for the applicable development approvals immediately prior to such change, without a mutually agreed amendment to this Agreement.
- If any fees are modified or new fees are created based on County, State or Federal requirements (or in response to County, State and Federal requirements), then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval, provided that any increased cost to Owner shall be limited to the costs related to County, State and Federal requirements). If any building fees are modified or new fees are created based on the International Code Council (ICC) or similarly used resources in the building industry, then those fees shall be paid based on the fees in effect at the time the various documents are submitted to the City for approval.

Table 1-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Program Fee Summary (2023\$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
<i>Source</i>	<i>Table 4-4</i>	<i>Table 4-12</i>	<i>Table 4-6</i>	<i>Table 4-8</i>	<i>Table 4-10</i>		<i>Table 3-1</i>	
<i>Percentage</i>							<i>4.00%</i>	
Residential by Land Use								
Low Density (LDR)	-	-	\$6,952	\$2,907	\$1,176	\$11,036	\$441	\$11,477
Medium Density (MDR)	-	-	\$4,742	\$2,475	\$910	\$8,127	\$325	\$8,452
High Density (HDR)	-	-	\$3,085	\$1,759	\$819	\$5,663	\$227	\$5,890
Residential by Square Foot Range								
Single Family (LDR and MDR)								
< 1,000 sq. ft.	\$12,800	\$8,199	-	-	-	\$20,999	\$840	\$21,839
1,000 to 1,999 sq. ft.	\$20,696	\$14,450	-	-	-	\$35,146	\$1,406	\$36,552
2,000 to 2,999 sq. ft.	\$29,904	\$22,380	-	-	-	\$52,284	\$2,091	\$54,375
> 2,999 sq. ft.	\$36,547	\$27,555	-	-	-	\$64,102	\$2,564	\$66,666
Multifamily (HDR)								
< 1,000 sq. ft.	\$12,256	\$14,450	-	-	-	\$26,705	\$1,068	\$27,773
≥1000 sq. ft.	\$13,606	\$16,533	-	-	-	\$30,139	\$1,206	\$31,345
Residential for Average Unit Size								
Low Density (2,300 sq. ft.)	\$29,904	\$22,380	\$6,952	\$2,907	\$1,176	\$63,321	\$2,533	\$65,854
Medium Density (1,850 sq. ft.)	\$20,696	\$14,450	\$4,742	\$2,475	\$910	\$43,273	\$1,731	\$45,004
High Density (990 sq. ft.)	\$12,256	\$14,450	\$3,085	\$1,759	\$819	\$32,368	\$1,295	\$33,663
Commercial [1]								
Village Center/Community Commercial Business Park	\$189,072	N/A	\$22,213	\$2,580	\$2,596	\$216,461	\$8,658	\$225,119
	\$86,378	N/A	\$22,213	\$2,346	\$1,731	\$112,667	\$4,507	\$117,174
Commercial [1]								
Village Center/Community Commercial Business Park	\$9.99	N/A	\$1.17	\$0.14	\$0.14	\$11.43	\$0.46	\$11.89
	\$4.96	N/A	\$1.27	\$0.13	\$0.10	\$6.47	\$0.26	\$6.73

Source: City of Woodland; EPS

[1] Commercial fees will be charged per gross developable acre. The amount per bldg. sq. ft. is shown for informative purposes only.

EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this “**Assignment**”) is made effective as of _____, 20__ (the “**Effective Date**”), by and between _____, L.P., a California limited partnership (“**Assignor**”), and _____, L.P., a California limited partnership (“**Assignee**”).

RECITALS

A. The City of Woodland (“**City**”) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the “**City**”) and Assignor, dated on or about _____ (the “**Development Agreement**”), as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the “**Official Records**”). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”) as more particularly set forth in the Development Agreement (the “**Development Agreement Rights, Duties and Obligations**”).

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____
E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”

PROPERTY

EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Space Above this Line Reserved for Recorder's Use

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland ("**City**") adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____ - _____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties and Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

ASSIGNOR:

_____,
a _____

_____, a

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT “A”
ENTIRE PROPERTY

EXHIBIT “B”
TRANSFERRED PROPERTY



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.9
SUBJECT: Receive Fiscal Year 2023 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

Recommendation for Action: Staff recommends that the City Council receive and file the Fiscal Year 2023 report on the City's affordable housing loan portfolio and use of affordable housing funds.

Staff Contact:

Dago Fierros, Housing Analyst II, (530) 661-2019, Dago.Fierros@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact.

Background:

As established by department policy, the City prepares an annual report detailing the status of the City's affordable housing loan portfolio, including details of the use of its various affordable housing funds. The City's affordable housing loan portfolio dates from the late 1980s with a majority of the loans issued in the period of 2006 – 2013. The current principal loan value of the portfolio is approximately \$27,186,433 and includes loans held by the Woodland Housing Successor Agency. The Successor Agency was established in 2012 to assume housing loans held by the former Woodland Redevelopment Agency. Repayment of City housing loans is deferred with a few exceptions. The City's portfolio currently consists of 144 active loans. The attached inventory details the portfolio. Street addresses and parcel numbers have been removed from the owner-occupied loans in order to not identify individual borrowers.

While the City has relied on Federal/State grants and loans to support affordable housing rental projects, it has been receiving Spring Lake off site affordable housing fees and affordable housing in-lieu fees since 2005 and 2016, respectively. The use of these funds have been focused on affordable housing rental projects. Affordable housing in-lieu fees have been generated from subdivisions in the Spring Lake Specific Plan area and will include one subdivision located outside of Spring Lake, the Prudler development at the corner of East Street and Sports Park Drive. For the off-site fee, the City receives \$1,100 for each market rate unit in Spring Lake prior to final map recordation.

Discussion:

Affordable Housing Loan Portfolio

Management of the City's affordable housing loan portfolio includes the organization and maintenance of the physical files; maintaining an electronic database of loan agreements, promissory notes, deeds of trust, and affordability agreements; regularly updating a spreadsheet system for tracking individual loans with key borrower information (property address, borrower name, assessor parcel number, source of funds for loan, principal amount of loan, start date of loan, loan term, interest rate, and City monitoring responsibilities); monitoring affordable housing properties (owner-occupied homes and rental projects); preparing payoff notices; reviewing loan subordination requests for compliance with City loan funding sources; and working with individual City borrowers who are experiencing financial difficulties that may put them at risk of defaulting on their principal loans.

The City's ongoing responsibilities for its affordable housing portfolio vary. For example, the City is a HOME funds lender for three multifamily projects: Sycamore Pointe (11 HOME units), Terracina at Spring Lake (85 HOME units), and Rochdale Grange (43 HOME units). Pursuant to Federal HOME requirements, the City monitors each project in January, which involves inspecting a representative sample of the units, reviewing tenant files and property owner documents (insurance coverage, financials, and reserve accounts), and an overall inspection of the exterior facilities. For owner-occupied loans (first time homebuyers and rehabilitations), the City contacts the property owners on an annual basis and requires them to certify continued owner-occupancy and provide proof of homeowner insurance coverage. Currently, the City monitors 81 owner-occupied properties. In some instances, borrowers have received more than one loan from the City.

First-Time Homebuyer Program (HOME Investment Partnerships Program)

In Fiscal Year 2023, the City provided one first-time homebuyer loan to a homebuyer in the maximum loan amount of \$120,000 from the HOME Loans fund (323). The City's first-time homebuyer program is designed to provide assistance to eligible low-income homebuyers in purchasing homes in Woodland. The program provides assistance in the form of a 30-year deferred payment silent second loan that serves as "gap" financing towards the purchase price and closing costs of a housing unit that will be occupied by the homebuyers as their primary residence.

Affordable Housing In-Lieu and Spring Lake Off-Site Affordable Housing Fees

For Fiscal Year 2023, the City received affordable housing in-lieu fee revenues in the amount of \$1,097,123.41, primarily from affordable housing fees collected at building permit issuance. The City also received Spring Lake off-site fee revenues in the amount of \$89,776.03 from an affordable housing loan payoff. During fiscal year 2022, the City Council approved a \$500,000 loan (funded through the Affordable Housing In-Lieu Fees Fund – 327) to support the 72-unit affordable housing rental development at 310 West Main Street. Developed by Chelsea Development Corporation, construction of Vista del Robles started in April 2022 and expected to be completed in the Fall of 2023. In FY 2021, the City appropriated \$1,482,000 from Fund 327 (Affordable Housing In-Lieu Fees) for construction of the 61-unit permanent supportive housing project at the East Beamer Way Campus and the project was completed in October 2022. The City expended approximately \$1,000,000 from Funds 327 and 321 (Spring Lake Off-Site Affordable Housing Fees) for construction of the emergency shelter project at the East Beamer Way Campus in FY 2021.

Conclusion:

Staff recommends that the City Council receive and file the Fiscal Year 2023 report on the City's affordable housing loan portfolio and use of affordable housing funds.

Prepared by: Dago Fierros, Housing Analyst II

Reviewed by: Christine Engel, Community Services Department Director



Ken Hiatt
City Manager

Attachments:

1. 2023 Affordable Housing Loans Portfolio

CITY OF WOODLAND
2023 Housing Loan Portfolio
(1998 HOME FTHB Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Abele Street		HOME	39,259	23-May-02	30 yrs	3% simple	Deferred payment.
2	West Lincoln Avenue		HOME	38,305	2-Oct-01	30 yrs	3% simple	Deferred payment.
3	Princeton Place		HOME	40,000	23-Sep-01	30 yrs	3% simple	Deferred payment.
4	Thomas Street		HOME	39,000	28-Jan-02	30 yrs	3% simple	Deferred payment.
5	Van Buren Place		HOME	40,000	17-Jun-02	30 yrs	3% simple	Deferred payment.
6	Woodland Avenue		HOME	29,070	6-Feb-02	30 yrs	3% simple	Deferred payment.

TOTAL 225,634

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May, City staff verifies payment of property taxes through the Yolo County Assessor's website.

CITY OF WOODLAND
2023 Housing Loan Portfolio
(CDBG Owner-Occupied Rehabilitations)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Betty Court (See Notes)		CDBG	35,000	15-Apr-98	See note	3% simple	Deferred payment.
2	Coloma Way		CDBG	42,906	22-Jan-08	30 yrs	3% simple	Deferred payment.
3	Coral Drive		CDBG	47,380	2-Sep-09	30 yrs	3% simple	Deferred payment.
4	Fourth Street		CDBG	36,000	5-Sep-01	?	3% simple	?
5	Harvard Court		CDBG	10,750	18-Aug-10	15 yrs	3% simple	Deferred payment.
6	Schuerle Street		CDBG	40,708	3-Aug-10	30 yrs	3% simple	Deferred payment.
7	Sixth Street		CDBG	72,549	23-Jan-09	30 yrs	3% simple	Deferred payment.

TOTAL 285,293

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May, City staff verifies payment of property taxes through the Yolo County Assessor's website.

Notes

Repayment of Betty Court loan deferred until sale or death, whichever occurs first.

CITY OF WOODLAND
2023 Housing Loan Portfolio
(Greenwood RDA Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Hecke Drive		RDA Tax Increment	38,320	9-May-03	45 years	None*	Deferred payment.
2	Hecke Drive		RDA Tax Increment	40,720	21-May-03	45 years	None*	Deferred payment.
3	Hecke Drive		RDA Tax Increment	53,920	9-Jun-03	45 years	None*	Deferred payment.
4	Hecke Drive		RDA Tax Increment	54,800	20-May-03	45 years	None*	Deferred payment.
5	Hershey Drive		RDA Tax Increment	38,320	18-Apr-03	45 years	None*	Deferred payment.

TOTAL 226,080

*If during the 45-year term of the promissory note, the property is sold to a non-eligible household or maker then deferred contingent interest is paid. The deferred contingent interest is calculated at the lower of the highest rate then allowed by law or two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A. (or any successor financial institution). After ten years of home ownership, the principal loan is reduced by ten percent (10%) and an additional ten percent for each subsequent five-year period of ownership. After 45 years of ownership, the principal and interest are forgiven. Loan amounts in table reflect principal reductions that have occurred to date.

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. City staff verifies payment of property taxes in May through the Yolo County Tax Collector's website.

CITY OF WOODLAND
2023 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Boyle Place		BEGIN	30,000.00	16Oct08	30 yrs	3% simple	Deferred payment.
2	Boyle Place		BMPP	29,543.00	16Oct08	30 yrs	Recapture	Deferred payment.
3	Boyle Place		CalHome	35,000.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
4	Boyle Place		BMPP	62,543.00	29-Sep-08	30 yrs	Recapture	Deferred payment.
5	Boyle Place		HOME	75,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
6	Boyle Place		BEGIN	30,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
7	Boyle Place		CDBG	12,863.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
8	Briscoe Court		BMPP	118,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
9	California Street		HOME	9,000.00	4-Jun-13	30 yrs	3% simple	Deferred payment.
10	Campos Avenue		CalHome	35,000.00	16-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.
11	Campos Avenue		BMPP	37,171.00	16-Oct-08	30 yrs	Recapture	Deferred payment.
12	Campos Avenue		BEGIN	30,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
13	Campos Avenue		HOME	45,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
14	Campos Avenue		CalHome	35,000.00	10-Jun-08	30 yrs	SNA	Shared net appreciation, defer pay.
15	Campos Avenue		HOME	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
16	Campos Avenue		BEGIN	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
17	Campos Avenue		BMPP	40,171.00	10-Jun-08	30 yrs	Recapture	Deferred payment.
18	Campos Avenue		BMPP	128,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
19	Campos Avenue		CalHome	35,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
20	Campos Avenue		BMPP	45,822.00	31-Jan-08	30 yrs	Recapture	Deferred payment.
21	Campos Avenue		CDBG	20,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
22	Campos Avenue		BMPP	108,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
23	Campos Avenue		RDA TI	45,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
24	Campos Avenue		BEGIN	30,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
27	Harry Lorenzo Drive		BMPP	42,910.00	20-Apr-17	30 yrs	Recapture	Deferred payment.
28	Hawkins Court		BMPP	57,042.00	24-Sep-08	30 yrs	Recapture	Deferred payment.
29	Hawkins Court		HOME	70,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
30	Holland Way		CalHome	35,000.00	21-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.
31	Holland Way		BMPP	69,832.00	21-Nov-07	30 yrs	Recapture	Deferred payment.
32	Holland Way		CDBG	25,000.00	26-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.
33	Holland Way		BMPP	118,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
34	Knollwood Drive		HOME	120,000.00	23-Mar-22	30 yrs	3% simple	Deferred payment.

CITY OF WOODLAND
2023 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

35	Liberty Lane		BEGIN	30,000.00	30-Oct-06	30 yrs	3% simple	Deferred payment.
36	Liberty Lane		BMPP	109,536.00	10-Jul-06	30 yrs	Recapture	Deferred payment.
37	Liberty Lane		BEGIN	30,000.00	12-Jul-06	30 yrs	3% simple	Deferred payment.
38	Liberty Lane		BMPP	109,536.00	12-Jul-06	30 yrs	Recapture	Deferred payment.
39	Mack Way		CalHome	27,917.00	24-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
40	Mack Way		BMPP	25,543.00	24-Sep-08	30 yrs	Recapture	Deferred payment.
41	Mack Way		HOME	60,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
42	Mack Way		BEGIN	30,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
43	Mack Way		BMPP	87,413.00	2-Jul-08	30 yrs	Recapture	Deferred payment.
44	Mack Way		CalHome	35,000.00	12-Aug-08	30 yrs	SNA	Shared net appreciation, defer pay.
45	Mack Way		HOME	55,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
46	Mack Way		BMPP	82,413.00	12-Aug-08	30 yrs	Recapture	Deferred payment.
47	Mack Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
48	Mack Way		HOME	15,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
49	Mack Way		BEGIN	30,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
50	Mack Way		BMPP	6,182.00	5-Mar-09	30 yrs	Recapture	Deferred payment.
51	Mezger Drive		HOME	63,000.00	13-Jun-13	30 yrs	3% simple	Deferred payment.
52	Mezger Drive		HOME	75,000.00	12-Jun-13	30 yrs	3% simple	Deferred payment.
53	Mezger Drive		HOME	15,000.00	10-Jul-13	30 yrs	3% simple	Deferred payment.
54	Miekle Avenue		HOME	70,000.00	13-Jun-07	30 yrs	3% simple	Deferred payment.
55	Miekle Avenue		BMPP	89,508.00	13-Jun-07	30 yrs	Recapture	Deferred payment.
56	Miekle Avenue		HOME	50,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
57	Miekle Avenue		BMPP	74,518.00	7-Aug-07	30 yrs	Recapture	Deferred payment.
58	Miekle Avenue		CalHome	35,000.00	28-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.
59	Miekle Avenue		BMPP	9,171.00	28-Oct-08	30 yrs	Recapture	Deferred payment.
60	Miekle Avenue		HOME	25,000.00	28-Oct-08	30 yrs	3% simple	Deferred payment.
61	Miller Court		BMPP	86,196.00	23-Aug-07	30 yrs	Recapture	Deferred payment.
62	Miller Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
63	Molly Avenue		HOME	69,760.82	29-Jul-13	30 yrs	3% simple	Deferred payment.
64	Neal Way		CalHome	35,000.00	17-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
65	Neal Way		HOME	27,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
66	Neal Way		BEGIN	30,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
67	Neal Way		BMPP	29,543.00	17-Sep-08	30 yrs	Recapture	Deferred payment.
68	Neal Way		BEGIN	30,000.00	15-Sep-08	30 yrs	3% simple	Deferred payment.

CITY OF WOODLAND
2023 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

69	Neal Way		BMPP	62,413.00	15-Sep-08	30 yrs	Recapture	Deferred payment.
70	Neal Way		HOME	40,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
71	Neal Way		BMPP	77,413.00	12-Aug-08	30 yrs	Recapture	Deferred payment.
72	Neal Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
73	Nicolson Circle		BEGIN	30,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
74	Nicolson Circle		BMPP	33,171.00	21-Oct-08	30 yrs	Recapture	Deferred payment.
75	Nicolson Circle		HOME	20,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
76	Ochoa Court		BMPP	96,196.00	23-Aug-07	30 yrs	Recapture	Deferred payment.
77	Ochoa Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
78	Ortiz Avenue		HOME	70,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
79	Ortiz Avenue		BMPP	63,909.00	7-Aug-07	30 yrs	Recapture	Deferred payment.
80	Rico Court		HOME	70,000.00	5-Dec-08	30 yrs	3% simple	Deferred payment.
81	Rico Court		BMPP	52,042.00	5-Dec-08	30 yrs	Recapture	Deferred payment.
82	Rominger Street		HOME	74,741.00	29-Nov-12	30 yrs	3% simple	Deferred payment.
83	Rominger Street		HOME	71,500.00	12-Dec-11	30 yrs	3% simple	Deferred payment.
84	Savala Court		BMPP	46,042.00	11-Mar-09	30 yrs	Recapture	Deferred payment.
85	Simpson Street		RDA TI	47,030.00	4-Jan-10	30 yrs	3% simple	Deferred payment.
86	Simpson Street		BMPP	12,010.00	4-Jan-10	30 yrs	Recapture	Deferred payment.
87	Simpson Street		HOME	40,000.00	15-Jun-09	30 yrs	3% simple	Deferred payment.
88	Stonehaven Loop		BMPP	112,042.00	12-Feb-08	30 yrs	Recapture	Shared net appreciation, defer pay.
89	Strong Drive		BMPP	43,029.00	23-Mar-17	30 yrs	Recapture	Deferred payment.
90	Vaca Court		BMPP	142,042.00	21-Dec-07	30 yrs	Recapture	Shared net appreciation, defer pay.
91	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
92	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
93	Village Lane		BEGIN	30,000.00	21-May-07	30 yrs	3% simple	Deferred payment.
94	Village Lane		BMPP	108,335.00	21-May-07	30 yrs	Recapture	Deferred payment.
95	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
96	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
97	Village Lane		HOME	60,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
98	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
99	Village Lane		BMPP	108,335.00	15-May-07	30 yrs	Recapture	Deferred payment.
100	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
101	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
102	Village Lane		BEGIN	30,000.00	30-May-07	30 yrs	3% simple	Deferred payment.

CITY OF WOODLAND
2023 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

103	Village Lane		BMPP	108,335.00	30-May-07	30 yrs	Recapture	Deferred payment.
104	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
105	Village Lane		BMPP	118,135.00	15-May-07	30 yrs	Recapture	Deferred payment.

TOTAL 5,616,081.98

Source of Funds Legend

BEGIN = Building Equity and Growth in Neighborhoods

BMPP = Below Market Purchase Price (City and property owner share in portion of sale proceeds that exceeds initial market price - recapture provision.)

CDBG = Community Development Block Grant

HTF = Housing Trust Fund

RDA TI = Redevelopment Agency Tax Increment

SL Off-Site Fund = Spring Lake Off-Site Affordable Housing Fund

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information.

In May, City staff verifies payment of property taxes through the Yolo County Tax Collector's website.

CITY OF WOODLAND
2023 Housing Loan Portfolio, Multi-Family Projects

	Street Address	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St	066-092-069	Casa del Sol	RDA Tax Increment	150,000.00	27-Dec-00	20 yrs	5% simple	In repayment, balance less than \$30,000.
2	709 East St	066-092-069	Casa del Sol	CDBG Section 108	1,000,000.00	10-Nov-06	55 yrs	1.25% simple	Deferred payment, residual cash flow provision.
3	436 Main St	See below	Hotel Woodland	RDA Tax Increment	245,076.93	10-Jan-94	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
4	436 Main St	See below	Hotel Woodland	CDBG	400,000.00	11-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
5	436 Main St	See below	Hotel Woodland	CDBG	74,342.00	16-Sep-96	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
6	436 Main St	See below	Hotel Woodland	CDBG	50,000.00	18-Oct-95	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
7	436 Main St	See below	Hotel Woodland	CDBG	89,422.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
8	436 Main St	See below	Hotel Woodland	CDBG	42,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
9	436 Main St	See below	Hotel Woodland	CDBG	800,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
10	1313 E Gibson Rd	066-200-052	Leisureville	HOME & CDBG	1,227,381.00	7-Apr-95	30 yrs	3% simple	Deferred payment, residual receipts provision.
11	2170 Farmers Central Rd	042-010-062	Mutual Housing 1	Spring Lake Off-Site Affordable Hsng Fund	910,000.00	20-Dec-13	57 yrs	3% simple	Deferred payment, residual receipts provision, and maturity date December 23, 2070.
12	2170 Farmers Central Rd	042-010-062	Mutual Housing 2	Spring Lake Off-Site & Affdble Hsng In-Lieu	1,500,000.00	12-Mar-18	55 yrs	3% simple	Deferred payment, residual receipts provision, and maturity date May 1, 2074.
13	2090 Heritage Parkway	042-580-009	Rochdale Grange	HOME	4,000,000.00	25-Feb-10	55 yrs	3% simple	Deferred payment, residual receipts provision.
14	521 Pioneer Ave	027-860-027	Sycamore Pointe	HOME	885,000.00	1-May-99	32 yrs	3% simple	Deferred payment, maturity date 31Dec31.
15	1620 Miekle Ave	042-580-018	Terracina	HOME	4,189,000.00	12-Sep-06	55 yrs	3% simple	Deferred payment, residual receipts provision.
16	1620 Miekle Ave	042-580-018	Terracina	Land & cash from mkt rate developer.	1,732,000.00	20-Dec-07	55 yrs	None	No repayment and interest accrual as long as units affordable and other obligations meet.
17	1620 Miekle Ave	042-580-018	Terracina	Cash from mkt rate developer	722,122.00	20-Dec-07	35 yrs	3.4% simple	Deferred payment.
18	310 W Main St	064-170-049	Vista del Robles	Affordable Housing In-Lieu	500,000.00	28-Mar-22	55 yrs	3% simple	Deferred payment and residual receipts provision.

Notes

TOTAL 18,516,343.93

1. Hotel Woodland (436 Main St) APNs are 006-620-009, 010, 011, 012, 013, 014, 015, 016, and 017.
2. Loans for Items 6-8 are covered under one promissory note.

Ongoing City Responsibilities

1. Casa del Sol (709 East St) - Loan assisted borrower with demolition of Dana Motel site. Ongoing City responsibilities limited to servicing loan.
2. Casa del Sol (709 East St) - Review of annual audit for residual cash flow calculation. Loan becomes fully amortized between years 40 and 55.
- 3 through 9. Hotel Woodland (436 Main St) - Review of annual audit for project and residual cash flow calculation and review of annual tax credit project status report.
10. Leisureville (1313 E. Gibson Rd) - Review of annual audit, residual receipts calculation, proposed annual budget, and semi-annual reports. Also, income verify new residents applying for CDBG-funded low-income loan share program.

CITY OF WOODLAND

2023 Housing Loan Portfolio, Multi-Family Projects

- 11.** Mutual Housing 1- Affordable housing monitoring addressed by covenants recorded by senior lenders (State of California and USDA) and California Tax Credit Allocation Committee. Staff reviews annual audit for residual cash flow calculation.
- 12.** Review of proposed annual budget, annual audit, annual residual receipts calculation, and annual tax credit project status report.
- 13 - 17.** Affordable housing monitoring conducted on annual basis through unit inspections and unit file reviews. The results of the monitoring reported to California Department of Housing and Community Development (HOME program).
- 18.** Review of annual tax credit project status report and annual residual receipts calculation.

WOODLAND HOUSING SUCCESSOR AGENCY
2023 Housing Loan Portfolio

	Street Address/Borrower	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St/Community Housing Opportunities Corporation	066-092-069	Casa del Sol	HELP (CalHFA)	1,000,000	18-Dec-01	8 yrs	3% simple	Deferred payment, due 17-Dec-09.
2	186 Muir St/Heritage Oaks, L.P.	064-271-011	Heritage Oaks	HELP (CalHFA)	N/A	N/A	N/A	N/A	See Note
3	35 West Clover St/Fair Plaza Senior Apartments, L.P.	064-242-006	Fair Plaza East	HELP (CalHFA), Redevelopment Tax increment	1,317,000	3-Apr-08	32 yrs	3.5% simple	Deferred payment, due 1-Apr-40.

TOTAL 2,317,000

Note

Heritage Oaks loan was paid off in 2019 and affordability covenant remains in effect through at least February 1, 2060.

Ongoing Successor Agency Responsibilities

Borrowers for Heritage Oaks and Fair Plaza East required to submit annual report to the Housing Successor Agency in order for staff to verify compliance with affordability covenants. Staff reviews annual audits of Casa del Sol and Fair Plaza to determine whether residual receipts payments to the City are triggered.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.10
SUBJECT: Staybridge Suites Offsite Improvement Project,
Contract Amendment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$110,597.91 for a total agreement amount of \$151,587.91 and authorize the City Manager to execute the amendment.

Staff Contact:

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

Fiscal Impact:

Construction management and inspection of the Staybridge Suites Offsite Improvements are funded entirely by the developer through a developer deposit account set up for the purpose of paying the City's costs to inspect the required public improvements.

There is no impact to the general fund.

Background:

On August 12, 2019, the Zoning Administrator approved the Zoning Administrator Permit for the Staybridge Suites development project. The developer is required to complete certain public improvements to support the project, which the City will accept once completed. Therefore, a professional services agreement to inspect the public improvements was required to ensure construction is completed per City standards. Construction of the project began in February 2022. Upon review of the City's short list of approved firms, Associated Engineering Consultants, Inc. (AEC) was selected as the most qualified to provide construction management and inspection services for this project.

Discussion:

The original contract for construction management and inspection was executed with AEC on February 1, 2022 for an amount not to exceed \$40,990, in accordance with the City of Woodland's purchasing ordinance adopted by the City Council on June 2, 2021. For the following reasons, an amendment to the original contract is required to complete construction management and inspection of the required offsite improvements; 1) The original proposal for AEC's services assumed a 4-month construction period and was based on incomplete plans, because the developer chose to defer design of the required median and street light improvements until after initial construction of the sewer infrastructure began. 2) The sewer forcemain needed to be reconstructed, because the initial construction was not completed per the approved plans. The duration for construction of the required offsite improvements is now exceeding 19 months.

The City's purchasing ordinance provides the City Manager authority to award and sign contracts less than \$100,000. With the proposed amendment, the total contract amount will be \$151,597.91, thereby requiring City Council approval to execute. The recommended action to execute the amendment to the professional services agreement will allow construction management and

inspection to continue through the completion of the required public improvements.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$110,597.91 for a total agreement amount of \$151,587.91 and authorize the City Manager to execute the amendment.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
APPROVING AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES FOR CONSTRUCTION MANAGAMENT AND INSPECTION OF THE
STAYBRIDGE SUITES OFFSITE IMPROVEMENT PROJECT**

WHEREAS, On August 12, 2019, the Zoning Administrator approved the Zoning Administrator Permit for the Staybridge Suites Project; and

WHEREAS, the Staybridge Suites offsite improvements have been in construction since February 2022; and

WHEREAS, the original contract with Associated Engineering Consultants(AEC) was for \$40,990 and Amendment #1 is for \$110,597.91 for a contract total of \$151,587.91; and

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

WHEREAS, the City Council wishes to approve Amendment #1 and authorize its execution through the adoption of this Resolution; and

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

Section 1. The City Council hereby approves the Amendment to the Agreement for Professional Construction Management & Inspection Services with AEC and authorizes and directs the City Manager to execute the Amendment in the amount of \$110,597.91 for a total contract amount of \$151,587.91. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 2. Copies of Amendment #1 are available and on file in the City Clerk's office, and are incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of City Council held on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ana B. Gonzalez, City Clerk

Vicky Fernandez, Mayor



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.11
SUBJECT: Adopt Resolution Accepting the Public Improvements for Subdivision Final Map 5155 Parkside Phase 3.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5155 Parkside Phase 3.

Staff Contact:

Lolly Weichel, (530) 661-5820, lolly.weichel@cityofwoodland.org.

Fiscal Impact:

All infrastructure improvements to serve this subdivision were constructed using bond proceeds from the Spring Lake community facilities district (CFD) and/or Spring Lake Infrastructure Fees (SLIF) along with private funding from the developer. The public improvements constructed with these maps add 13,893 square feet of new public landscaping, with an estimated annual maintenance cost of \$10,465 including maintenance and water use. This additional landscaping is within the boundaries of and will be maintained by the Spring Lake Landscape & Lighting District (L&L). These costs were anticipated during the formation of the L&L and will be included with the proposed annual assessments, which are typically presented to Council in May each year.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets for accounting purposes and financial reports. The total cost of public infrastructure in the GASB34 categories that the City will acquire with these subdivisions is shown below.

GASB34 Category	Parkside 3
Road	\$639,238
Water	\$566,582
Sewer	\$355,596
Storm Drain	\$868,600

Background:

On September 1, 2020, the City Council approved Parkside 3 Tentative Map (No. 5155) and an Amended and Restated Development Agreement. The map consisted of 97 individual multi-family lots. On September 21, 2021 the City Council approved Final Subdivision Map (SM) No. 5155, Parkside Phase 3 and the associated Subdivision Improvement Agreement with CalAtlantic Group, Inc.

The improvements constructed for Subdivision 5155 (Parkside Phase 3) are shown on the civil improvement plans entitled, "Improvement Plans for Parkside 3" approved by the City Engineer on April 23, 2021, and "Improvement Plans for Parkside 3 - Offsite" approved by the City Engineer June

3, 2021.

CalAtlantic Group, Inc has completed the infrastructure improvements to the satisfaction of the City Engineer, and the Public Works and Community Development Departments. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer's performance and payment securities for these improvements. The developer has provided warranty securities for the subdivision to correct any defects identified during the warranty time frame of one year following the filing of the Notice of Completions.

Discussion:

This is the standard practice for obtaining infrastructure improvements for new subdivisions. The final map dedicated utility easements to the City. The work is designed to City Standard Specifications and the improvements are inspected by the City during construction.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5155 Parkside Phase 3.

Prepared by: Lolly Weichel, Senior Engineering Assistant

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

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

Ken Hiatt
City Manager

Attachments:

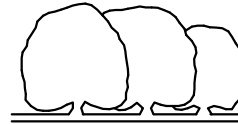
1. Location Map
2. Resolution

Main Street

East Main Street

College Street

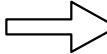
East Street



City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

To Sacramento



I-5

Bourne Drive



Gibson Road

PARKSIDE 3

SUBDIVISION MAP #5155

Matmor Rd.

Sports Park Dr.

Farmers Central Road

Harry Lorenzo Ave

Pioneer Avenue

HWY 113

To Davis

Hunt Street

Heritage Parkway

Parkland Avenue

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ACCEPTING THE PUBLIC IMPROVEMENTS FOR
SUBDIVISION FINAL MAP 5155
BY CALATLANTIC GROUP, INC.**

WHEREAS, On September 1, 2020, the City Council approved Tentative Map No. 5155 Parkside 3 for 97 multi-family lots and associated Development Agreement; and

WHEREAS, on, September 7, 2021 the City Council approved the final map for Subdivision No. 5155 Parkside 3, which created 97 multi-family lots in the Spring Lake Specific Plan ("Map"); and

WHEREAS, the conditions of approval for the Map required the subdivider, CalAtlantic Group, Inc., to enter into a Subdivision Improvement Agreement calling for the construction of infrastructure necessary to serve the development permitted by this Map (collectively, the "Improvements"), and furnish bonds or other securities to ensure the timely completion of the Improvements; and

WHEREAS, CalAtlantic Group, Inc. has completed the Improvements; and

WHEREAS, CalAtlantic Group, Inc. has previously furnished a bond for subdivision 5155 identified as Bond No. 0238349 and issued by Berkley Insurance Company as surety ("Bond"), securing the completion of the Improvements; and

WHEREAS, the Subdivision Map Act and the Woodland Municipal Code require the City to accept subdivision improvements which have been completed; and

WHEREAS, CalAtlantic Group, Inc. has requested that the City accept those Improvements that have been completed;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council hereby accepts those Improvements constructed for Subdivision 5155 Parkside 3 and as shown on the civil improvement plans entitled, "Improvement Plans for Parkside 3" approved by the City Engineer April 23, 2021, and "Improvement Plans for Parkside 3 - Offsite" approved by the City Engineer June 3, 2021.

Section 2. The City Council hereby authorizes the City Clerk to file the Notice of Completion and release the developer's performance and payment securities for Subdivision No. 5155 Parkside 3.

Section 3. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of CalAtlantic Group, Inc. or any other entity, under the conditions of

approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

Section 4. The adoption of this resolution shall not be deemed to cure any breach by CalAtlantic Group, Inc. or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

Vicky Fernandez, Mayor

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.12
SUBJECT: East Main Street Improvement Project, CIP 13-05;
Final Acceptance and Notice of Completion

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the E. Main Street Improvement Project, CIP 13-05 construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The East Main St. Project, CIP 13-05 is included in the Capital Budget in the overall amount of \$8,561,701 consisting of \$6,002,000 of Bike and Pedestrian and Local /Regional Transportation Grant funds from the Sacramento Area Council of Governments (SACOG), \$50,000 of Sewer Enterprise Funds, \$50,000 of Water Enterprise Funds, \$2,019,000 of Road Maintenance and Rehabilitation Account (RMRA- SB1) Funds and \$440,701 of Measure E/F funding.

The project budget includes the costs for design, project management, construction management/inspection and the construction contract.

Background:

The project is located on E. Main Street from East Street to the Interstate 5 (I-5) northbound off ramp. Part of the project is located within the State of California right of way and work within the State's right of way was completed under a State of California encroachment permit.

The project completed the improvements below:

- Constructed the off-street bike path on the north side of E. Main Street between Pioneer Avenue and Matmor Road.
- Installed the curb, gutter and storm drainage improvements on the north side of E. Main Street.
- Installed ADA compliant curb ramps on E. Main between East St and the I-5 northbound off ramp.
- Installed several concrete bus pads and a bus pull out on E. Main between East St and the I-5 northbound off ramp.
- Installed landscape, irrigation and fencing on the north side of E. Main Street between Pioneer Avenue and Matmor Road.
- Microsurfaced the pavement and restriped the road between East Street and the I-5 overcrossing of East Main Street including the use of green bike lane areas to improve visibility of the bike lanes.

Discussion:

On February 16, 2021, Council approved plans and specifications for the project. On June 1, 2021, the project was awarded to McGuire and Hester via resolution No. 7723. Construction is now complete and the construction contract is ready for acceptance.

The project breakdown is as follows:

Design	\$562,000
Construction	\$6,265,989
Construction Management/ Inspection/ Project Management	\$1,646,000
Misc. costs	\$4,155
Total Project Costs	\$8,478,144
Project Budget	\$8,561,700
Remaining Balance	\$83,556

The project had four construction change orders totaling \$755,422. The majority of the work for these change orders was due to additional potholing required to perform utility investigation, unforeseen conditions associated with infrastructure owned by private utility companies and costs associated with extending the project timeline due to extra work.

The two new development projects (Sprouts Market & Staybridge Suites Hotel) on either side of the SR113 Southbound on/off-ramp are currently constructing landscaped medians and performing utility trenching on E Main Street. Unfortunately, this work has cut into the newly resurfaced E. Main Street. Although every effort was made to encourage the developer to complete their required improvements ahead of the City's E. Main Street Project roadway resurfacing, the developers were unable to complete this work in time. The City could not delay its resurfacing schedule as it would jeopardize the grant funding for the project and result in increased delay costs with the City's contractor. As the road is under the roadwork moratorium, the development projects will be required to properly resurface the impacted portion of the street prior to concluding their work in the public right of way.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the E. Main Street Improvement Project, CIP 13-05 construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

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



Ken Hiatt
City Manager

Attachments:

1. Resolution (3)

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, ACCEPT
THE E. MAIN STREET IMPROVEMENT PROJECT, CIP 13-05 CONSTRUCTION
CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A
NOTICE OF COMPLETION**

WHEREAS, the City Council approved the plans and specifications and authorized staff to bid the E. Main Street Improvement Project, CIP 13-05 on February 16, 2021; and

WHEREAS, the City Council on June 1st 2021 authorized the City Manager to award and execute a construction contract with McGuire and Hester in the amount of \$5,510,567 and approved 15% construction contingency (\$826,585); and

WHEREAS, the construction of these improvements began in July 2021 and were completed in August 2023; and

WHEREAS, during the construction of these improvements four contract change orders totaling \$755,422 were necessary, bringing the total contract total to \$6,265,989; and

WHEREAS, the City Council wishes to accept the construction contract as complete and authorize the City Clerk to file a notice of completion.

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

Section 1. The City Council hereby accepts the E. Main Street Improvement Project, CIP 13-05 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the E. Main Street Improvement Project, CIP 13-05.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of City Council held on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.13
SUBJECT: Approve Amendment #1 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation and Transportation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of \$12,000 of Measure F Funds from Measure E/Measure F Planning - Management project, CIP 06-06, to the I-5/SR113 Freeway to Freeway Project, CIP 24-06. (2) Authorize amendment #1 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$72,000.

Staff Contact:

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

Fiscal Impact:

The Ferguson Group has been providing federal representation and advocacy services for flood mitigation to the City for over 10 years and began advocacy services for transportation improvements last year. The cost of the advocacy services is considered part of the projects' budgets. Approval of amendment #1 will bring the total, not to exceed, cost of the Lower Cache Creek Flood Risk Reduction Project (LCCFRRP) services to \$144,000. The amendment is split between two projects: \$60,000 of the budget is for flood project advocacy and funded through CIP 22-16 and \$12,000 of Measure F funding is for transportation improvements advocacy and funded through I-5/SR113 Freeway to Freeway CIP 24-06. The amendment covers the Ferguson Groups services through the attached scope of work.

The flood project is included in the Capital Budget approved by Council with \$900,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 20, 2023. In addition, as part of the long-term financing plan for the flood project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

In September of 2011, the City Council approved an agreement with the Ferguson Group to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek. The original agreement was for a 12-month period. Last year, advocacy for transportation improvements was included for work on the State Route 113 and I-5 freeway to freeway connector project.

Discussion:

Addressing the flood problem of Cache Creek is a complex process involving the City, County, State and Federal governments. The Ferguson Group helps the City maintain a presence in Washington D.C. to assist the City in developing and maintaining a relationship with the Senate, House of Representatives, and Army Corps of Engineers with the goal of ultimately receiving federal funding

for a future Woodland Flood Risk Reduction Project.

The City of Woodland and the Ferguson Group will continue to advocate for additional federal funding for the project, ultimately seeking construction funding. The City's consultant team, staff, and the Flood Control Advisory Committee worked diligently to complete the Lower Cache Creek Feasibility Study, which was completed with the signed Chief's Report on June 21, 2021. Recent efforts and near term ongoing efforts include work to obtain Federal Authorization of the Project, obtaining a budget for design, and working with Corps staff in Washington, DC.

Ongoing efforts include working with the Federal government to advocate for improvements to the State Route 113 and I-5 freeway to freeway connector project. The Ferguson Group is currently assisting with efforts to secure federal funding to update the preliminary engineering and environmental documents for the project.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of \$12,000 of Measure F Funds from Measure E/F Planning - Management project, CIP 06-06, to the I-5/SR113 Freeway to Freeway Project, CIP 24-06. (2) Authorize amendment #1 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$72,000.

Prepared by: Tim Busch, Principal Utilities Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Scope of Services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONTRACT AMENDMENT #1 WITH THE FERGUSON GROUP FOR
FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD
MITIGATION AND TRANSPORTATION**

WHEREAS, the City Council approved an agreement with the Ferguson Group in September of 2022 to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek and for improvements to the Highway 113/I-5 interchange; and

WHEREAS, the City desires the consultant to continue in necessary advocacy efforts with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for the Woodland Flood Risk Reduction Project; and

WHEREAS, the City desires the consultant to continue in necessary advocacy efforts with the Federal government with a goal of ultimately receiving federal funding for improvements to the Highway 113 and I-5 interchange; and

WHEREAS, the Ferguson Group has agreed to extend their contract through this amendment for an additional 12 months at a cost not to exceed \$72,000 with \$60,000 dedicated to flood mitigation advocacy and \$12,000 dedicated to transportation improvements; and

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

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

Section 1. The City Council hereby authorizes the reallocation of \$12,000 of Measure F Funds from the Measure E/F Planning - Management Project, CIP 06-06, to the I-5/SR113 Freeway to Freeway Project, CIP 24-06.

Section 2. The City Council hereby authorizes the City Manager to execute the amendment with the Ferguson Group subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change, and

Section 3. The total cost of the contract amendment is \$72,000 with \$60,000 funded through CIP 22-16 for flood mitigation advocacy and \$12,000 funded through CIP 24-06 for transportation improvements advocacy and a total contract amount of \$144,000, and

Section 4. An executed copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED this 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



September 7, 2023

Mr. Ken Hiatt
City Manager
City of Woodland
300 First Street
Woodland, CA 95695

RE: Request for Extension of Existing Agreement

Dear Mr. Hiatt:

The Ferguson Group, LLC (TFG) is pleased to submit this request for an extension of our current agreement with the City of Woodland (dated September 8, 2022; see attached) for Washington representation and consulting services for an additional twelve-month period, from January 1, 2024 to December 31, 2024. We propose to maintain the current rate of compensation (\$72,000 annually, billed in monthly installments of \$6,000.00) and agree to perform the tasks in accordance with our proposal dated August 8, 2011, which was incorporated by reference into the original agreement between the City of Woodland and TFG, as well as continue working with the City to develop and implement a funding strategy to maximize access to federal funds for the Interstate 5/State Route 113 Freeway to Freeway Connector Project.

Over the last year, TFG worked with the City, the City's congressional delegation, the Corps of Engineers (Corps), and the City's consultant team to secure additional \$3,000,000 in federal support for the Lower Cache Creek (LCC) project and secure an authorization for construction of the LCC project in the Water Resources Development Act of 2022. We are now working with the City, the City's congressional delegation, the Corps, and your consultant team to ensure construction on the project proceeds at the earliest possible date. In addition, TFG worked with the City and your congressional delegation to include \$1.05 million in pending legislation for the I-5/SR-113 project.

TFG also continues to help the City of Woodland identify viable sources of competitive grant funding. TFG provides updates on a weekly basis to the City on new competitive grant opportunities, and assists the City, when requested, with grant research and the review of competitive grant applications prior to submission. The TFG grants team is also available to assist the City in writing grant proposals, if there is a need for such services. As a fixed fee TFG client, the City has access to discounted grant writing services.

We greatly appreciate the opportunity to work with the City of Woodland, and we look forward to continuing to help you accelerate work on, and secure federal support for, the Lower Cache Creek flood control project, the Interstate 5/State Route 113 Connector Project, and other City priorities. If you require anything more from TFG as you consider our request for an extension of our current agreement, please let me know.

Sincerely,

W. Roger Gwinn
CEO

Attachment

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL FEDERAL
REPRESENTATION AND CONSULTING SERVICES

CM #	001625
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This Agreement is made and entered into this 8th day of Sep., 2022 by and between the City of Woodland, a California municipal corporation ("City") and The Ferguson Group, a Limited Liability Company ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Professional Federal Representation and Consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services for the Woodland Flood Risk Management Project ("Project") as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Federal Representation and Consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from the date this Agreement is signed to December 31, 2023, unless earlier terminated as provided herein. Consultant shall complete the

Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibits "A" or "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Seventy Two Thousand Dollars (\$72,000) without written approval of the City's Engineer. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or

property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: W. Roger Gwinn.

5.3.1 City's Representative. The City hereby designates Tim Busch, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates W. Roger Gwinn, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers’ Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of

expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Tim Busch, CDD

Consultant:

THE FERGUSON GROUP
W. Roger Gwinn, President
1901 Pennsylvania Ave. NW, Suite 700
Washington, DC 20006

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

11.2 Indemnification

11.2.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

11.2.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant

shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 California Labor Code Requirements.

11.5.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage

Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

11.5.2 If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

11.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

11.6 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in

accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

11.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

11.21 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.22 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

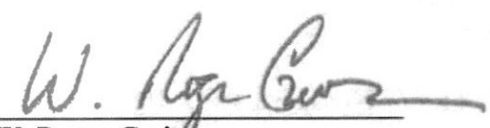
CITY OF WOODLAND

THE FERGUSON GROUP, LLC

By:


Ken Hiatt
City Manager

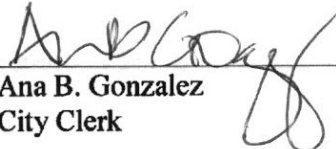
By:


W. Roger Gwinn
President

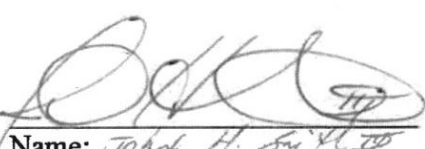
Attest:

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By:

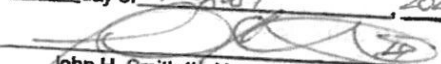

Ana B. Gonzalez
City Clerk

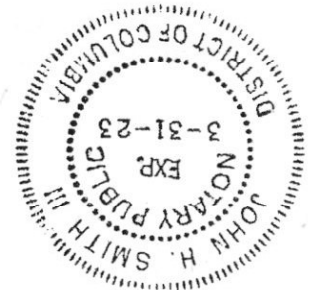
By:


Name: JOHN H. SMITH III
Title: OFFICE MANAGER

District of Columbia: SS

Subscribed and sworn to before me, in my presence,
this 31 day of August, 2022


John H. Smith III, Notary Public, D.C.
My commission expires March 31, 2023.



JOHN H. SMITH III
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 31, 2023

EXHIBIT "A"
PROFESSIONAL REPRESENTATION, SCHEDULE AND COMPENSATION PROPOSAL

The Ferguson Group
Advocacy. Consulting. Grants.



June 24, 2022

Mr. Ken Hiatt
City Manager
City of Woodland
300 First Street
Woodland, CA 95695

RE: Request for Extension and Expansion of Existing Agreement

Dear Mr. Hiatt:

The Ferguson Group, LLC (TFG) is pleased to submit this request for an extension and expansion of our current agreement with the City of Woodland for Washington representation and consulting services for an additional twelve-month period, from September 1, 2021 to August 31, 2022. We seek an increase in the rate of compensation (\$72,000 annually, billed in monthly installments of \$6,000.00) and agree to perform the tasks in accordance with our proposal dated August 8, 2011, which was incorporated by reference into the original agreement between the City of Woodland and TFG, as well as working with the City to develop and implement a funding strategy to maximize access to federal funds for the Interstate 5/State Route 113 Freeway to Freeway Connector Project. With the recently enacted Infrastructure Investment and Jobs Act, there are significant opportunities for federal assistance for this important regional transportation priority.

Over the last year, TFG worked with the City, the City's congressional delegation, the Corps of Engineers (Corps), and the City's consultant team to secure approval of a Chief of Engineers report supporting the Lower Cache Creek (LCC) project and secure additional resources to accelerate work on the LCC project, including securing \$2,000,000 through the Corps of Engineers for preconstruction, engineering and design work on the LCC project. We are now working with the City, the City's congressional delegation, the Corps, and your consultant team to secure up to an additional \$5,000,000 for the project in the Fiscal Year 2023 appropriations process and an authorization in the upcoming Water Resources Development Act for the Corps to proceed to construction on the project at the earliest possible date.

TFG also continues to help the City of Woodland identify viable sources of competitive grant funding. TFG provides updates on a weekly basis to the City on new competitive grant opportunities, and assists the City, when requested, with grant research and the review of competitive grant applications prior to submission. The TFG grants team is also available to assist the City in writing grant proposals, if there is a need for such services. As a fixed fee TFG client, the City has access to discounted grant writing services (see attached).

We greatly appreciate the opportunity to work with the City of Woodland, and we look forward to continuing to help you accelerate work on, and secure federal support for, the Lower Cache Creek flood control project, the Interstate 5/State Route 113 Connector Project and other City priorities. If you require anything more from TFG as you consider our request for an extension of our current agreement, please let me know.

Sincerely,

W. Roger Gwinn

EXHIBIT "B"
SCOPE OF SERVICES



1130 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1598 fax

August 8, 2011

Mr. Mark G. Deven
City Manager
City of Woodland
300 First Street
Woodland, CA 95695

Dear Mark:

The Ferguson Group, LLC (TFG) is very pleased to submit this proposed letter of agreement to provide Washington representation and consulting services to the City of Woodland. Specifically, TFG will work with the City of Woodland and its partners to develop a comprehensive federal government relations action plan to secure federal assistance to address the flood threat and water quality issues associated with the Cache Creek Settling Basin project.

Based upon our meeting in Woodland on June 27th and our preliminary review of the materials you have provided regarding the flood threat and mercury contamination associated with the Cache Creek Settling Basin, we recommend that the City immediately initiate an effort to seek the following: 1) discretionary appropriated funds through the Corps of Engineers for FY 2012; 2) inclusion of funding in the Corps of Engineers budget request for FY 2013; 3) an amendment to the Water Resources Development Act of 2011 (2) that would authorize the Corps of Engineers to proceed on the project in advance of completing the feasibility study; and 4) assistance from other federal agencies, including the U.S. Geological Survey and the Bureau of Reclamation (CALFED) for efforts to address the mercury contamination in the lower Cache Creek watershed.

To carry out these tasks, we recommend that representatives of the City meet with the relevant federal agencies and the congressional delegation, both in California and here in Washington, to impress upon them the importance of addressing these issues as soon as practicable. As noted above, there is an opportunity to secure discretionary General Investigations funds that are anticipated to be available to the Corps of Engineers in FY 2012. The Energy and Water Development Appropriations bill for FY 2012, which was recently approved on the Floor of the House of Representatives, includes \$3.65 million for "Additional Investigations." The Senate is likely to increase that significantly and, therefore, we anticipate that there will be an opportunity to secure additional resources for this project as early as later this calendar year.

The decision-making process for the FY 2013 budget request for the Corps of Engineers is also well underway. Now is the time to make the case to the Corps of Engineers at both in the District Office and headquarters as well as to the Office of Management and Budget. And, the

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Senate has just extended the deadline for Senators to submit requests for consideration in the Water Resources Development Act (WRDA) process until September 20, 2011. That provides yet another opportunity to advance the Cache Creek Settling Basin project.

Finally, outreach needs to occur with USGS and the Bureau of Reclamation on how best to advance the project to address the mercury contamination issues associated with the Settling Basin project. The House Energy and Water Development Appropriations bill also contains provisions that would make it difficult to steer additional resources to the project from these sources. We believe these obstacles can be removed, and we are prepared to work with the City to create the opportunity for federal support through these agencies.

As is noted in the "floodSafeYolo Pilot Program" briefing summary on the Lower Cache Creek Feasibility Study, dated June 6, 2011, to make "measurable progress" will require "several actions working in concert." The Ferguson Group is prepared to be a full partner in your team to ensure that measurable progress is attained on this important project.

Background on TFG

The Ferguson Group is headquartered in Washington, D.C. and maintains offices in California, Florida, and North Carolina. Formed in 1982, TFG is a bipartisan government relations consulting firm with a diverse staff of 37. Our professionals have served as senior staff to Members of Congress and federal and state agencies from both political parties; professional staff for Governors, Mayors, and County leaders; and leaders of non-profit and advocacy organizations.

We provide federal representation to more than 230 public and private entities in 38 states, including many such entities in California. Our firm is the largest federal representative of public agencies in Washington, D.C. You can see a list of current clients, descriptions of services, staff biographies, and representative projects at www.fergusongroup.us.

TFG specializes in securing federal appropriations, grants, and authorizations, as well as federal policy and regulatory changes that enable our clients to attain their specific objectives.

TFG Services

TFG proposes to provide a number of strategic, consulting, and advocacy services to assist the City of Woodland on strategic federal funding activities associated with the Cache Creek Settling Basin project, including:

1. **Strategic Advice** – TFG will provide strategic counsel to the City of Woodland in all matters concerning applicable congressional actions, federal agency policies and regulations, and the federal activities of other interests having an impact on the Cache Creek Settling Basin project.

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2. ***Advocacy on Budget*** – TFG will work with the City of Woodland to seek the inclusion of resources for the Cache Creek project in the budget requests of the Corps of Engineers and other appropriate federal agencies.
3. ***Identify and Pursue Federal Funding Opportunities*** – TFG will assist the City of Woodland in seeking funding for the Cache Creek Settling Basin project. As needed and requested, TFG will also provide strategic advice on how best to pursue other federal funding opportunities, including promising federal grant opportunities.
4. ***Agency Coordination*** – TFG will help the City of Woodland coordinate with the Corps of Engineers, the Bureau of Reclamation, the USGS and other applicable federal agencies involved in providing funding and regulatory approval of the Cache Creek Settling Basin project.
5. ***Identify Opportunities in Legislative Authorizations*** – TFG will assist the City of Woodland in identifying and pursuing other federal authorizations that would be helpful to completing work on the Cache Creek Settling Basin project.
6. ***Assist with Forms, Fact Sheets, and Letters*** – TFG will work with the City of Woodland to draft forms, fact sheets, and letters that will be used to seek funding with the congressional delegation and the relevant House and Senate authorization and appropriations committees.
7. ***Prepare for Washington, DC Visits*** – A visit to your congressional delegation and other important federal officials, from a delegation of the City of Woodland and your partners will be critical to your success. TFG will arrange meetings with your congressional delegation and their staffs and other important officials, prepare you for those visits, and guide you through these meetings in order to optimize your effectiveness.
8. ***Work with Personal and Committee Staff*** – TFG will work directly with the staff in your congressional offices and the key committees to promote the Cache Creek Settling Basin project, gather timely information, and advance your efforts. This will include providing guidance to the City of Woodland on maintaining the support of the relevant congressional offices.
9. ***Stakeholder Support*** – TFG will work with the City of Woodland to gather and effectively convey support for the Cache Creek Settling Basin project from stakeholders in local and state government, the business and environmental communities, and prominent citizens, through letters, phone calls, and visits.
10. ***Legislative Markups*** – TFG will guide your requests through the legislative processes.
11. ***Agency Implementation*** – TFG will also help the City of Woodland work with federal agencies, in order to accelerate release of approved funds to advance work on the Cache Creek Settling Basin project.

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12. **Regular Reporting** – TFG will provide regular reports and updates to the City of Woodland on the status of efforts to secure federal support for the Cache Creek Settling Basin project, as well report on such additional steps as should be taken in order to advance the project.

Compensation Arrangement and Terms

TFG will carry out the scope of work outlined above for a fixed fee of \$9,333 per month. Such fee shall also cover all expenses associated with carrying out the above stated scope of work.

This agreement between TFG and The City of Woodland shall become effective September 1, 2011 and continue until August 31, 2012.

TFG agrees to keep detailed records of activities and expenses conducted on behalf of the City of Woodland. TFG also agrees to file the required documentation according to the Lobbying Disclosure Act to represent the City of Woodland before Congress and the federal agencies.

Either party may terminate this agreement at any time by giving the other party ten (10) days notice, in writing, of such termination.

TFG Key Personnel

As President of TFG, I will serve as your client manager. My immediate team will include:

Bob Schmidt.—Bob Schmidt is one TFG's most senior water resources analysts and advocates. Bob began working as a consultant to TFG in 2005 and joined the firm on a full-time basis in 2007. Bob's 28 years of federal government experience in the water resources arena gives him the ability to analyze complex water resources, environment and transportation issues, delivering opportunities, as well as unique technical skill in navigating the intricate federal appropriations and authorization processes. Bob was formerly the clerk of the House Appropriations Energy and Water Development Subcommittee. In this position he had chief responsibility for the development of the annual appropriations bill and, more specifically, for the programs of the U.S. Army Corps of Engineers and the Department of Interior's Bureau of Reclamation, the nation's two primary water resources development agencies. Prior to that, Bob worked for 13 years in a variety of capacities for the U.S. Army Corps of Engineers in its Philadelphia District office and in the Washington, D.C., headquarters office.

The Honorable Mark Limbaugh.—Mark Limbaugh, the former Assistant Secretary of the Department of the Interior for Water and Science and a partner with TFG, Mark Limbaugh provides strategic policy and legislative guidance to clients on water, irrigation, and natural resource management issues. In 2005, Mark was appointed by the President and confirmed by the U.S. Senate as Assistant Secretary for Water and Science at the U.S. Department of the Interior prior to joining TFG in July 2007. Mark also served more than three years as Deputy Commissioner, External and Intergovernmental Affairs, for the Bureau of Reclamation in Washington, D.C.

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Kristi More.—Kristi More, a partner with the firm, joined TFG in 2000 and specializes in water, economic and rural development, environmental policy, and appropriations for local governments. Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in California. While at TFG, Kristi formerly worked with Yolo County and the Sacramento Regional County Sanitation District on flood control and water resource issues, including those related to the Cache Creek Settling Basin project.

The City of Woodland will also have access to any of our other 25 highly skilled professionals, as needed.

TFG's experience, skills, and access to lawmakers and federal officials enable us to offer our clients timely information, successful strategies, and innovative solutions. We have a track record of success for our clients, and we are confident that we can help the City of Woodland make measurable progress on the Cache Creek Settling Basin project.

Thank you for your consideration of our proposal to provide federal consulting and advocacy services. If you have any questions, please contact me at (202) 331-8500 or rgwinn@tfgnet.com. We would greatly appreciate the opportunity to work with the City of Woodland, and we look forward to helping you to accelerate work on, and secure federal support for, the Cache Creek Settling Basin project. If the terms of this letter of engagement are acceptable, please sign both originals and return one to me at your earliest convenience.

Sincerely,



W. Roger Gwinn.
President

www.fergusongroup.us



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: H.14
SUBJECT: Waste Management Performance Review Budget Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$65,000 to the Recycling Fund (2250) for the Performance Review of Waste Management.

Staff Contact: Rosie Ledesma, Environmental Resources Program Manager, (530) 661-2059, rosie.ledesma@cityofwoodland.org

Fiscal Impact:

This action will increase the Recycling Fund appropriations for FY 2023/24 from \$207,196 to \$272,196 for a total increase of \$65,000. Per the City's Franchise Agreement with Waste Management (WM), WM will reimburse the City \$50,000 and the remaining \$15,000 will be allocated from the Recycling Fund Balance, which has sufficient funds to support this allocation. There is no impact on the City's General Fund.

Discussion:

The *Amended and Restated Agreement Between The City of Woodland and USA Waste of California, Inc., DBA Waste Management of Woodland* (Franchise Agreement) allows the City to monitor and review WM's performance as described in Section 10 of the Agreement, and directs WM to pay the City \$50,000 towards the costs associated with the performance review.

The City recently issued a Request for Proposals (RFP) for a performance review of Waste Management services and received one proposal from R3 Consulting Group, Inc. (R3) for \$65,000. The City worked with R3 in 2010 to conduct a performance review on WM and has again selected R3 to conduct a similar review for the last 3 years of WM service.

Key elements of their review will include:

- Compliance with the objective terms of the Franchise Agreement (Agreement).
- Efficiency of collection operations. Review shall include an analysis of routes, schedules, and the impact of franchise requirements; visual inspections of routes before and after collection to evaluate cart placement and cleanliness and condition of streets, sidewalks, and street trees; review of missed-pickup records to identify and report statistics of chronically missed customers.
- Process and accuracy of contamination monitoring procedures and outreach effectiveness, including, but not limited to the video monitoring system, site assessments, and corrective action measures.
- Staffing practices, including the deployment of management and supervisory personnel.
- Completeness and accuracy of monthly reports of disposal and diversion tonnages as well as narrative information in monthly, quarterly, and annual reports (e.g., summaries of complaints and compliments recorded).
- Procedures for receiving and resolving customer and service recipient complaints and concerns, including the responsiveness of customer service representatives to resident

inquiries, requests, and complaints; courteousness of representatives; accuracy of information given; and willingness and ability to resolve complaints.

- Comparison with practices of businesses deemed similar to those of WM with respect to operations required by the Agreement for jurisdictions similar to the City of Woodland.

R3 will work with the City and WM staff for initial data collection, as well as host kick-off meetings and ongoing coordination. R3 is scheduled to commence its performance review on September 20, 2023 with a draft report due around November 22, 2023 and a final report due around December 20, 2023.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$65,000 to the Recycling Fund (2250) for the Performance Review of Waste Management.

Prepared by: Rosie Ledesma, Environmental Resources Program Manager



Ken Hiatt
City Manager

Attachments:

1. Resolution - Performance Review Budget Appropriation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN INCREASE TO THE FISCAL YEAR 2023/24 RECYCLING FUND BUDGET
FOR A PERFORMANCE REVIEW OF WASTE MANAGEMENT SERVICES**

WHEREAS, the City of Woodland (City) contracts with Waste Management (WM) through a Franchise Agreement to provide exclusive solid waste, recycling, organic waste, and street sweeping services to the Woodland community; and

WHEREAS, Section 10 of the Franchise Agreement allows the City to monitor and review WM's operational performance and agreement compliance through a contracted firm qualified to conduct a Performance Review; and

WHEREAS, the City has hired R3 Consulting Group, Inc. to conduct a Performance Review for \$65,000; and

WHEREAS, the Franchise Agreement requires WM to provide the City a payment of \$50,000 towards the costs of a Performance Review; and

WHEREAS, the City is required to pay the additional \$15,000 of which this cost was not anticipated when the Recycling Fund budget for FY 2023/24 was prepared; and

WHEREAS, Environmental Services requests that \$65,000 be added to the budget appropriation for the Recycling Fund (2250) for FY 2023/24 from the Recycling Fund balance to conduct a Performance Review of WM services; and

WHEREAS, the Fund 2250 fund balance is adequate to meet this need.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City Council hereby authorizes an additional appropriation of \$65,000 in the Recycling Fund (2250) for the Performance Review.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: I.15
SUBJECT: Public Hearing and Approval of Fiscal Year 2022/23
Community Development Block Grant Consolidated
Annual Performance and Evaluation Report

Recommendation for Action: Staff recommends that the City Council take the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2022/23 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt Resolution No. _____, approving the FY 2022/23 CDBG CAPER in substantially the same form presented to Council and incorporating public comments received at the public hearing; and
3. Authorize the City Manager or designee to finalize and submit the CAPER to the U.S. Department of Housing and Urban Development after the conclusion of the 15-day public comment period.

Staff Contact:

Dago Fierros, Housing Analyst II, (530) 661-2019, dago.fierros@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact.

Background:

Each year the City's Community Development Block Grant Program (CDBG) is required to submit the Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). The CAPER is a mandated report for all CDBG grantees and summarizes the City of Woodland's progress towards meeting its community development needs and objectives in one program year. The City's community needs and objectives are outlined in its Consolidated Plan, also known as the Strategic Plan; the current five-year plan covers the period of July 1, 2020 – June 30, 2024. The Consolidated Plan is an additional document required by HUD, which coordinates all elements of community development, housing, neighborhood development, and economic development planning into a single plan and vision of activities and strategies to be undertaken during a three- to five-year time period. The programs and activities budgeted each year to meet these community development goals are outlined in the City's Annual Action Plan for the CDBG program, as approved by the City Council each spring. The CAPER is completed following each program year as a financial summary and a narrative of the accomplishments for the prior CDBG fiscal year's Annual Action Plan.

The contents of the CAPER are summarized below:

Summary of Resources:

The CAPER contains a summary of the financial resources that the City has at its disposal to address identified community needs and objectives. CDBG, Federal Continuum of Care Program, City General Fund, and other housing grant funds and programs are all among the sources utilized

by the City to accomplish the stated goals of the Consolidated Plan.

Narrative Assessment of Strategic Plan Goals and Objectives:

An assessment of the City's effort to address its community development needs and objectives is provided in the CAPER, with particular focus given to the areas of affordable housing, fair housing, and homeless services. One purpose of the CAPER is to allow jurisdictions the opportunity to self-evaluate the effectiveness of policies, programs, and activities utilized to achieve Consolidated Plan goals.

Discussion:

The following information provides an overview of CDBG-funded activities and related actions during FY 2022/23 and the status of prior year CDBG-funded activities.

Construction:

FY 2022/23 Allocations

- **City of Woodland ADA Accessibility Project** – The project was combined with the FY 2021/22 project. Construction began in May 2023 and the project was completed in August 2023. Twelve ADA-compliant curb ramps will be installed, five crosswalks will be painted with yellow high visibility paint, one crosswalk will be slurry sealed, and one commercial driveway will be replaced. Funded: \$200,000; Expended: In progress.
- **New Hope Community Development Corporation Cottonwood Meadows Phase S-3** – New Hope will combine Phase S-3 with Phase S-2 and S-1 (FY 2020/21 and FY 2021/22 funding allocations) and complete the construction during FY 2023/24. Funded: \$47,552.13; Expended: In progress.
- **Yolo Community Care Continuum Haven House Rehabilitation** – The project includes the repair the existing deck surrounding the building and replace the accessible front entry ramp. The project is set to be completed during FY 2023/24. Funded: \$20,000; Expended: In progress.
- **Empower Yolo Safe Space Project** – The first part of the project includes the removal of three defective or decayed trees that present a danger to the surrounding buildings and clients. The second part of the project includes the repair and installation of a new lighting system around the building to provide enhanced lighting for clients during nighttime hours. The project is set to be completed during FY 2023/24. Funded: \$19,160; Expended: \$16,980.42.
- **CommuniCare Health Centers Outdoor Classroom** – The project includes the creation of an outdoor classroom that will support engagement and clinical activities with patients. The project is set to be completed during FY 2023/24. Funded: \$9,850; Expended: \$9,336.98.

FY 2021/22 Allocations

- **City of Woodland Library ADA Restrooms Upgrade** – Construction of ADA improvements for the two public restrooms was completed in April 2023. FY2021/22 funding was combined with FY 2019/20 funds and on June 5, 2022 the City Council approved a FY2021/22 Action Plan amendment to provide additional CDBG funds from program income (repaid CDBG loans) for the ADA Restrooms Upgrade. Funded: \$253,734.51; Expended: \$253,734.51.
- **City of Woodland ADA Accessibility Project** – This project was combined with the FY 2022/23 project. Funded: \$196,646.00; Expended: In progress.
- **New Hope Community Development Corporation Cottonwood Meadows Phase S-2** – This project is combined with Phase S-3 (FY2022/23 funding allocation). Funded: \$50,000; Expended: In progress.
- **CommuniCare Health Centers Garden & Outdoor Classroom** – CommuniCare installed a 600 square foot outdoor classroom in 2022 to host regular group education and therapy activities. CommuniCare used CDBG funds to purchase materials for the classroom including benches and signage. Funded: \$8,000; Expended: \$7,733.12.
- **Friends of the Mission Affordable Housing Security Gates** – Friends of the Mission expects to complete the project, the installation of a security gate for seven-unit apartment complex that provides affordable housing for formerly homeless families/individuals, during FY 2023/24. Funded; \$35,000; Expended: In progress.

FY 2020/21 Allocations

- **New Hope Community Development Corporation Cottonwood Meadows Phase S-1** – This project is combined with Phase S-3 (FY2022/23 funding allocation). Funded: \$65,000; Expended: \$11,016.
- **Friends of the Mission 925 North Street Water Heater Efficiency** – New tankless water heaters and system were installed in August 2022 at a seven-unit apartment complex which provides affordable housing for formerly homeless families and individuals. The new tankless water heaters replaced existing non-tankless units with the energy efficiency rating increasing from 59 to 97 percent. Funded: \$26,408; Expended: \$26,408.
- **Friends of the Mission Walter's House Water Heater Efficiency** – New tankless water heaters and system were installed in December 2022 at Walter's House, a 44-bed transitional housing/treatment program for single women and men. The Tankless water heaters replaced

existing non-tankless units with the energy efficiency rating increasing from 59 to 97 percent. Funded: \$34,112; Expended \$34,112.

FY 2019/20 Allocations

- **City of Woodland** Library ADA Restrooms Upgrades – Please see the update for FY 2021/22.

Public Services FY 2022/23

For FY 2022/23, public services projects were funded in the amount of \$66,621 and all public services funds were expended during the fiscal year. A total of 75.6% of the CDBG public service funds were used for food and shelter programs during FY 2022/23: Meals on Wheels (home delivered meals to senior citizens), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter for victims of domestic violence), Yolo Food Bank (food), Short Term Emergency Aid Committee (eviction prevention), and Yolo County Children's Alliance (MediCal and CalFresh enrollment/retention). Other CDBG-funded public service subrecipients included Legal Services (fair housing services) and Northern California Children's Therapy Center (health care access for special needs children). In April 2023 Legal Services held its annual fair housing conference and the City co-sponsored the event, and helped publicize the conference.

CDBG-CV3 (Federal CARES Act)

Woodland's CDBG-CV3 allocation of \$422,831 was used for the following activities.

City of Woodland Utility Assistance Program

A total of 331 lower income households in Woodland received up to six consecutive months of utility assistance with the total assistance not exceeding \$480 per household. The City experienced an increase in the number of delinquent utility accounts and exhaust funding budgeted for an existing utility assistance program before the end of the summer 2021. CDBG-CV3 funds allowed the City to extend the utility assistance program in order to help additional households impacted by the Covid-19 pandemic. Funded: \$172, 917; Expended: \$172,917.

Yolo Community Care Continuum COVID-19 Compliance & Service Enhancements

CDBG-CV3 funds will be used to address licensing and California OSHA (Division of Occupational Safety and Health) regulations which have changed significantly since the pandemic and affected YCCC's programs (permanent supportive housing, transitional housing, and respite care for adults with mental illness), implement an electronic health care record system, and acquire safety materials and equipment in order to have the sanitizing and virus protection resources necessary when future health events occur. YCCC expects to complete the project during FY2022/23. Funded: \$76,457; Expended: \$17,509.49.

Empower Yolo Resource Center Services

EY used CV3 funds to assist 1,202 individuals with basic needs such as clothing, diapers, and personal hygiene items. CDBG-CV3 funds allowed Empower Yolo to continue to offer assistance to the most vulnerable in the community, especially the elderly, unemployed, and homeless, who have been impacted by the pandemic. Funded: \$20,000; Expended \$20,000.

Yolo County Children's Alliance Woodland Covid 19 Resource Connection

YCCA used CY3 funds to assist Woodland residents impacted by the pandemic by connecting them to resources and information they need. This includes connecting newly eligible households to

MediCal and CalFresh benefits, California's Covid19 Rent Relief Program, Emergency Broadband Benefit program, and other resources. YCCA works closely with Stanford Sierra's Community Based Mental Health Services in Woodland and receives referrals from Stanford Sierra, which has noted an increase in families needing to connect to additional family support services beyond mental health services. YCCA assisted these families by connecting them to health insurance, food, housing supports, and other family supporting services. Funded: \$25,000; Expended: \$25,000.

CommuniCare Health Centers Food is Medicine: Provide Food Access and Education in the Clinical Context

CommuniCare used CV3 funds to expand the Food Education Coordinator assigned to the CommuniCare Food Programs to a 0.8 full-time equivalent employment through and enabled the organization to engage more low- and very low-income patients in direct food education activities in Woodland. Participants are equipped to grow, prepare, and preserve fruits and vegetables, three skills that decrease household food insecurity and result in healthier diets. Food education was offered in a multi-class series that brings people together and reduces social isolation. Funded: \$27,000; Expended: \$27,000.

Yolo Wayfarer Center DBA Fourth and Hope Behavioral Health Program, Case Management Fourth and Hope used CV3 funds to support a Behavioral Health Program Manager position to respond to the increased need for behavioral health services and support resulting from the pandemic. Fourth and Hope operates an emergency shelter, transitional housing, and permanent supportive housing and the participants in the programs have experienced added stress and mental health challenges, which has impacted their ability to transition into or maintain permanent housing. The clinician provided direct access to behavioral health supports that have been difficult to access during the pandemic. Funded: \$71,457; Expended: \$71,457.

Yolo Food Bank, Nurture Woodland An Equitable, Sustainable Local Food System for the Health and Wellness of All Woodland Residents

YFB used CV3 funds to help meet the pandemic-driven food security needs that have dramatically affected the amount of food required to be collected, stored, and distributed to food insecure members of the Woodland community. Funded: \$30,000; Expended: \$30,000.

USE OF NON-CDBG FUNDS

Not all of the efforts at addressing the City's community needs and objectives during FY 2022/23 were funded through the CDBG program. A summary of these efforts is provided below and has been included in the CAPER.

- **Homeless Coordinator** – The homeless engages homeless residents, provides referrals for services, and collaborates closely with social service agencies and Yolo County to coordinate services and housing options whenever possible.
- **Countywide Homeless Coordination Project** – The City partnered with Yolo County/other cities to support the emergency shelter during the winter and Yolo County Homeless Coordinator position.
- **After School Teen Pack Program** – Operated by the City, the program takes place at the Douglass and Lee Middle Schools during the school year Monday-Thursday immediately after

school until 5 p.m. Designed for drop-in visits by students to participate any time after school, the program provides supervised activities.

- **Youth Camperships for Summer Programs** – Camperships were available for income-qualified families of youth participants of Swim Lessons, Summertime Fun Club, Summer Teen Pack, and Lifeguard Training.
- **East Beamer Way Permanent Supportive Housing Project** – The phase two infrastructure work for the PSH site was completed and the State awarded the City and co-applicant Friends of the Mission a \$15,770,467 Homekey grant in March 2022 for the 61-unit PSH project. Homekey funds allowed Friends of the Mission to complete the purchase/installation of the housing units; will allow the purchase/install a 2,500 square foot community center with offices, conference space, gather area, and a medical examination room; and receive a three-year operating subsidy. The housing units were installed and occupied by November 2022.

Timely Expenditure Requirements, Submittal of CAPER

HUD each year reviews the timely expenditure ratio (expenditure of CDBG funds) for CDBG grantees. A grantee cannot have a balance (ratio) in its line of credit that exceeds 1.5 times its annual entitlement grant and available program income (repaid CDBG loans). The City's timeliness ratio was 2.04 when HUD reviewed it on May 2, 2023. City Staff anticipates meeting the timely expenditure requirement by the next review in May 2024.

Public Outreach/Citizen Participation

Public outreach/citizen participation efforts for the CAPER included (1) noticing tonight's public hearing and a 15-day public comment period for the CAPER in the September 13, 2023 edition of the Woodland Daily Democrat, (2) posting the CAPER on the City's website, and (3) holding tonight's public hearing. City staff will update the City Council at tonight's meeting on any public comments received. The public comment period for the CAPER begins on September 13, 2023 and ends on September 27, 2023.

Conclusion:

Staff recommends that the City Council take the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2022/23 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt Resolution No. _____, approving the FY 2022/23 CDBG CAPER in substantially the same form presented to Council and incorporating public comments received at the public hearing; and
3. Authorize the City Manager or designee to finalize and submit the CAPER to the U.S. Department of Housing and Urban Development after the conclusion of the 15-day public comment period.

Reviewed by: Christine Engel, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Resolution for FY 2022/23 CAPER
2. FY 2022/23 CAPER DRAFT

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE FISCAL YEAR 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT**

WHEREAS, the City is required to submit its CDBG CAPER to the U.S. Department of Housing and Urban Development (HUD) each year to summarize the City's progress towards meeting its community development needs and objectives in one program year.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve the City's FY2022/23 CDBG CAPER in substantially the same form presented to Council and incorporating public comments received at the public hearing and authorize the City Manager or designee to finalize and submit the CAPER to HUD after the conclusion of the 15-day public comment period.

PASSED, APPROVED AND ADOPTED this 19th day of September, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana Gonzalez, City Clerk

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

City of Woodland ADA Accessibility Project – The project was combined with the FY 2021/22 project. Construction began in May 2023 and the project was completed in August 2023. Twelve ADA-compliant curb ramps will be installed, five crosswalks will be painted with yellow high visibility paint, one crosswalk will be slurry sealed, and one commercial driveway will be replaced.

New Hope Community Development Corporation Cottonwood Meadows Phase S-3 – New Hope will combine Phase S-3 with Phase S-2 and S-1 (FY 2020/21 and FY 2021/22 funding allocations) and complete the construction during FY 2023/24.

Yolo Community Care Continuum Haven House Rehabilitation – The project includes the repair the existing deck surrounding the building and replace the accessible front entry ramp. The project is set to be completed during FY 2023/24.

Empower Yolo Safe Space Project – The first part of the project includes the removal of three defective or decayed trees that present a danger to the surrounding buildings and clients. The second part of the project includes the repair and installation of a new lighting system around the building to provide enhanced lighting for clients during nighttime hours. The project is set to be completed during FY 2023/24.

CommuniCare Health Centers Outdoor Classroom – The project includes the creation of an outdoor classroom that will support engagement and clinical activities with patients. The project is set to be completed during FY 2023/24.

Program Year 2021

City of Woodland Library ADA Restrooms Upgrade – Construction of ADA improvements for the two public restrooms was completed in April 2023. FY2021/22 funding was combined with FY 2019/20 funds and on June 5, 2022 the City Council approved a FY2021/22 Action Plan amendment to provide additional CDBG funds from program income (repaid CDBG loans) for the ADA Restrooms Upgrade.

City of Woodland ADA Accessibility Project – This project was combined with the FY 2022/23 project.

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CommuniCare Health Centers Garden & Outdoor Classroom – CommuniCare installed a 600 square foot outdoor classroom in 2022 to host regular group education and therapy activities. CommuniCare used CDBG funds to purchase materials for the classroom including benches and signage.

Friends of the Mission Affordable Housing Security Gates – Friends of the Mission expects to complete

the project, the installation of a security gate for seven-unit apartment complex that provides affordable housing for formerly homeless families/individuals, during FY 2023/24.

Program Year 2020

New Hope Community Development Corporation Cottonwood Meadows Phase S-1 – This project is combined with Phase S-3 (FY2022/23 funding allocation).

Friends of the Mission 925 North Street Water Heater Efficiency – New tankless water heaters and system were installed in August 2022 at a seven-unit apartment complex which provides affordable housing for formerly homeless families and individuals. The new tankless water heaters replaced existing non-tankless units with the energy efficiency rating increasing from 59 to 97 percent.

Friends of the Mission Walter’s House Water Heater Efficiency – New tankless water heaters and system were installed in December 2022 at Walter’s House, a 44-bed transitional housing/treatment program for single women and men. The Tankless water heaters replaced existing non-tankless units with the energy efficiency rating increasing from 59 to 97 percent.

Program Year 2019

City of Woodland Library ADA Restrooms Upgrades – Please see the update for FY 2021/22.

PUBLIC SERVICES

75.6% of the CDBG public service funds were used for food and shelter programs during FY 2022/23: Meals on Wheels (home delivered meals to senior citizens), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter for victims of domestic violence), Yolo Food Bank (food), Short Term Emergency Aid Committee (eviction prevention), and Yolo County Children’s Alliance (MediCal and CalFresh enrollment/retention). Other CDBG-funded public service subrecipients included Legal Services (fair housing services) and Northern California Children’s Therapy Center (health care access for special needs children). In April 2023 Legal Services held its annual fair housing conference and the City co-sponsored the event, and helped publicize the conference.

CDBG-CV (CARES Act)

Woodland’s CDBG-CV3 allocation of \$422,831 was used for the following activities.

City of Woodland Utility Assistance Program

A total of 331 lower income households in Woodland received up to six consecutive months of utility assistance with the total assistance not exceeding \$480 per household. The City experienced an increase in the number of delinquent utility accounts and exhaust funding budgeted for an existing utility assistance program before the end of the summer 2021. CDBG-CV3 funds allowed the City to extend the utility assistance program in order to help additional households impacted by the Covid-19 pandemic.

Yolo Community Care Continuum COVID-19 Compliance & Service Enhancements

CDBG-CV3 funds will be used to address licensing and California OSHA (Division of Occupational Safety and Health) regulations which have changed significantly since the pandemic and affected YCCC’s

programs (permanent supportive housing, transitional housing, and respite care for adults with mental illness), implement an electronic health care record system, and acquire safety materials and equipment in order to have the sanitizing and virus protection resources necessary when future health events occur. YCCC expects to complete the project during FY2022/23.

Empower Yolo Resource Center Services

EY used CV3 funds to assist 1,202 individuals with basic needs such as clothing, diapers, and personal hygiene items. CDBG-CV3 funds allowed Empower Yolo to continue to offer assistance to the most vulnerable in the community, especially the elderly, unemployed, and homeless, who have been impacted by the pandemic.

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YCCA used CY3 funds to assist Woodland residents impacted by the pandemic by connecting them to resources and information they need. This includes connecting newly eligible households to MediCal and CalFresh benefits, California's Covid19 Rent Relief Program, Emergency Broadband Benefit program, and other resources. YCCA works closely with Stanford Sierra's Community Based Mental Health Services in Woodland and receives referrals from Stanford Sierra, which has noted an increase in families needing to connect to additional family support services beyond mental health services. YCCA assisted these families by connecting them to health insurance, food, housing supports, and other family supporting services.

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CommuniCare used CV3 funds to expand the Food Education Coordinator assigned to the CommuniCare Food Programs to a 0.8 full-time equivalent employment through and enabled the organization to engage more low- and very low-income patients in direct food education activities in Woodland. Participants are equipped to grow, prepare, and preserve fruits and vegetables, three skills that decrease household food insecurity and result in healthier diets. Food education was offered in a multi-class series that brings people together and reduces social isolation.

Yolo Wayfarer Center DBA Fourth and Hope Behavioral Health Program, Case Management

Fourth and Hope used CV3 funds to support a Behavioral Health Program Manager position to respond to the increased need for behavioral health services and support resulting from the pandemic. Fourth and Hope operates an emergency shelter, transitional housing, and permanent supportive housing and the participants in the programs have experienced added stress and mental health challenges, which has impacted their ability to transition into or maintain permanent housing. The clinician provided direct access to behavioral health supports that have been difficult to access during the pandemic.

Yolo Food Bank, Nurture Woodland An Equitable, Sustainable Local Food System for the Health and Wellness of All Woodland Residents

YFB used CV3 funds to help meet the pandemic-driven food security needs that have dramatically affected the amount of food required to be collected, stored, and distributed to food insecure members of the Woodland community.

OTHER ACTIVITIES

Homeless Coordinator – The homeless engages homeless residents, provides referrals for services, and collaborates closely with social service agencies and Yolo County to coordinate services and housing

options whenever possible.

Countywide Homeless Coordination Project – The City partnered with Yolo County/other cities to support the emergency shelter during the winter and Yolo County Homeless Coordinator position.

After School Teen Pack Program – Operated by the City, the program takes place at the Douglass and Lee Middle Schools during the school year Monday-Thursday immediately after school until 5 p.m. Designed for drop-in visits by students to participate any time after school, the program provides supervised activities.

Youth Camperships for Summer Programs – Camperships were available for income-qualified families of youth participants of Swim Lessons, Summertime Fun Club, Summer Teen Pack, and Lifeguard Training.

East Beamer Way Permanent Supportive Housing Project – The phase two infrastructure work for the PSH site was completed and the State awarded the City and co-applicant Friends of the Mission a \$15,770,467 Homekey grant in March 2022 for the 61-unit PSH project. Homekey funds allowed Friends of the Mission to complete the purchase/installation of the housing units; will allow the purchase/install a 2,500 square foot community center with offices, conference space, gather area, and a medical examination room; and receive a three-year operating subsidy. The housing units were installed and occupied by November 2022.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 - Accomplishments – Program Year to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing Monitoring	Affordable Housing Monitoring	Other: \$10,000	Other	Other	500	510	102.00%
Employment Training		Other: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	40	0	0.00%

Fair Housing Services (Subject to PS Cap)	Fair Housing Services		Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	102	274	268.63%
Health Services		Other: \$14,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	277	277.00%
Public Facilities & Improvements (includes ADA)	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	960	0	0.00%
Public Services (Other: Emergency Food & Shelter)	Homeless Other - Individuals At-Risk	General Fund: \$100,000 Other: \$118,677	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	869	1088	125.20%
				Homeless Person Overnight Shelter	325	313	196.31%
				Homelessness Prevention	189	0	0.00%
Rehabilitation, Multi-Unit Residential	Affordable Housing Rehabilitation, Multi-Unit Residential		Rental units rehabilitated	Household Housing Unit	47	0	0.00%

Youth Services	Youth Services	CDBG: \$0 Other: \$120,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	450	0	0.00%
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Table 2 - Accomplishments – Strategic Plan to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete
Affordable Housing Monitoring	Affordable Housing Monitoring	CDBG: \$0.00	Other	Other	2500	1530	61.00%
Employment Training		CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%
Fair Housing Services (Subject to PS Cap)	Fair Housing Services	CDBG: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	274	54.80%
Health Services		CDBG: \$35,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	277	110.80%
Multi/Single Family Affordable Units Construction	Affordable Housing	CDBG: \$0	Rental units constructed	Household Housing Unit	136	0	0.00%

Parks, Recreational Facilities	Parks, Recreational Facilities	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1600	0	0.00%
Public Facilities & Improvements (includes ADA)	Non-Housing Community Development	CDBG: \$1,443,364	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0.00%
Public Services (Other: Emergency Food & Shelter)	Homeless Other - Individuals At- Risk	CDBG: \$300,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	1088	43.52%
			Homeless Person Overnight Shelter	Persons Assisted	0	313	0.00%
			Homelessness Prevention	Persons Assisted	0	0	0.00%
Rehabilitation Administration	Rehabilitation Administration	CDBG: \$30,000	Other	Other	5	0	0.00%
Rehabilitation, Multi-Unit Residential	Affordable Housing Rehabilitation, Multi-Unit Residential	CDBG: \$360,000	Rental units rehabilitated	Household Housing Unit	60	0	0.00%
Rehabilitation, Single Unit Residential		CDBG: \$200,000	Homeowner Housing Rehabilitated	Household Housing Unit	5	0	0.00%

Youth Centers	Non-Homeless Special Needs	CDBG: \$75,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	0	0.00%
Youth Services	Youth Services	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250		0.00%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following CDBG public service activities addressed Consolidated Plan high priority area of emergency food and shelter for the homeless and at risk homeless: Meals on Wheels (senior citizen meals), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter, victims of domestic violence), Yolo Food Bank (food), STEAC (eviction prevention), and YCCA (Medi-Cal and CalFresh enrollment/retention). Legal Services of Northern California (fair housing services) addressed the high priority area of fair housing counseling while Northern California Children's Therapy Center (health care services) addressed the high priority area of health services.

The following CDBG construction activities addressed the Consolidated Plan high priority area of public facilities and improvements (general, including accessibility for physically disabled – ADA): City of Woodland (Library ADA Restrooms Upgrade), City of Woodland (ADA Accessibility Program), New Hope Community Development Corporation (Cottonwood Meadows Phase S-3), CommuniCare Health Centers (Outdoor Classroom), Empower Yolo (Safe Space Project), and Yolo Community Care Continuum (Haven House Interim Care Program Rehabilitation). While CommuniCare's activity was completed during the program year, the remaining 4 activities will not be completed until Program Year 2023.

Other activities that addressed the Consolidated Plan high priority area of emergency food and shelter.

The City participated with Yolo County and other cities in the Countywide Homeless Coordination Project to provide funding assistance for a countywide homeless coordinator and operation of

Woodland's emergency shelter (Yolo Wayfarer Center) during the winter.

In 2018, the City established a homeless coordinator position to address citywide needs for individuals and families that are homeless or at risk of homelessness. The position is funded through the City's general fund and a grant received by the City. The homeless coordinator who is a licensed mental health professional with 20 years of experience working in the mental health field engages homeless residents, provides referrals for services, and collaborates closely with social service agencies and Yolo County to coordinate services and housing options whenever possible. The individual in this position works with the staff of the Yolo Wayfarer Center's 100-bed homeless shelter and the 61-unit permanent supportive housing project with the overall goals of improving outcomes for clients and ensuring whenever possible that clients transition from the shelter into supportive, longer-term housing environments. Other activities include assisting with the operations of the shelter by filling in gaps for transportation and case management of clients and providing encouragement/motivation to clients to improve their living situation. On occasion, the homeless coordinator will cover the cost of hard to obtain birth certificates, transport clients so they can obtain their California identification cards, and provide other support. In January 2022, the homeless coordinator served as one of the two organizers for the point-in-time count of homeless individuals in Woodland.

The following City activities addressed the Consolidated Plan high priority area of youth services.

Camperships were available for income-qualified families of youth participants of Swim Lessons, Summertime Fun Club, Summer Teen Pack, and Lifeguard Training. Camperships are scholarships resulting in a fee reduction for the program.

The City operated After School Teen Pack at the Douglass & Lee Middle Schools during the school year Monday-Thursday from immediately after school until 5:00 p.m. Designed for drop-in visits by students to participate any time after school, the program provides supervised activities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	976
Black or African American	169
Asian	98
American Indian or American Native	52
Native Hawaiian or Other Pacific Islander	25
Other Multi-Racial	319
Total	1639
Hispanic/Latino	735
Not Hispanic	904

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$452,011.13	\$140,064.23
Competitive McKinney-Vento Homeless Assistance Act	\$348,174	\$256,985.80
General Fund	\$200,000	
Other	\$129,177	

Narrative

CDBG resources made available includes the Program Year 2022 entitlement amount of \$444,144, program income of \$88.94, \$7,778.19 in CDBG funds carried over from previous year and CDBG-CV3 (CARES Act) funds of \$422,831. The "Other" includes Competitive McKinney-Vento Homeless Assistance Act and \$329,177 in City resources (general fund, rental value of leasing City Hall Annex for \$1/year, Measure J sales tax revenues, Spring Lake Off-Site Affordable Housing Fund, and affordable housing in-lieu fees revenues) for support of the homeless coordinator position, recreation scholarships, After School Teen Pack Program, Countywide Homeless Coordination Project, and the 61-unit permanent supportive housing project at the East Beamer Way development.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 2 – Identify the geographic distribution and location of investments

Narrative

The City did not designate target areas for Program Year 2022.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG funds were leveraged with \$118,677 in private, state, and local funds, and an estimated \$294,500 in general funds. The following projects leveraged their CDBG funds with additional resources:

1. Empower Yolo (Shelter Services)
2. Yolo Community Care Continuum (New Dimensions Supported Housing)
3. Short Term Emergency Aid Committee (Woodland Homeless Prevention Program)
4. Yolo County Children's Alliance (Medical & CalFresh Enrollment & Retention)
5. Yolo Food Bank (Nourish Woodland)
6. City of Woodland
 - a) Homeless Coordinator position
 - b) Lease of City Hall Annex at a cost of \$1 to the Woodland Opera House for youth theatre/dance programs
 - c) Recreational scholarships for youths from low income families to participate in swim lessons, Summer Time Fun Club, and Summer Teen Pack
 - d) After School Teen Pack Program – After school program for Douglass Middle School and Lee Middle Schools with 5,000 student visits during 2022/23 school year
 - e) Support for the Countywide Homeless Coordination Project - Operation of the cold weather shelter and funding for County Homeless Coordinator position
 - f) City grant (funded through the Spring Lake Affordable Housing Off-Site and Affordable Housing In-Lieu Fees funds) for the Phase 2 infrastructure for the 61-unit permanent supportive housing and 60-bed Walter's House treatment facility at the East Beamer Way campus.
 - g) City gifted land for the the Permanent Supportive Housing Project and the Walter's House Substance Use Disorder Treatment Facility.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income,

moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	325	72
Number of Non-Homeless households to be provided affordable housing units	1276	0
Number of Special-Needs households to be provided affordable housing units	481	0
Total	2082	72

Table 3 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	189	208
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	49	0
Number of households supported through Acquisition of Existing Units	0	0
Total	189	208

Table 4 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

New Hope Community Development Corporation, the nonprofit development arm of the local housing authority (Yolo County Housing), used CDBG (allocations from PY 2022, 2021 and 2020) for rehabilitation of the Cottonwood Meadows senior citizen affordable housing complex.

Discuss how these outcomes will impact future annual action plans.

The need for affordable housing rehabilitation and in particular the construction of additional affordable housing units for the homeless and low-income households remains high. The City will continue to embrace opportunities to support affordable rehabilitation projects and the construction of new affordable housing units when possible.

Along these lines, the City, Yolo County, key nonprofit agencies, and local health care providers have partnered to support the East Beamer Way Campus on City-owned land. East Beamer Way will include three components: a 100-bed shelter for single men and women (constructed in late 2020 and operational in early January 2021), 61 units of permanent supportive housing, and a 60-bed treatment facility. The East Beamer Way campus represents a paradigm shift in how to address the homeless challenges in Woodland. The East Beamer Way property is located directly north of the City limits within the City's General Plan area. The City deeded the shelter site, permanent supportive housing site,

and the substance use disorder treatment facility site to a local nonprofit, Friends of Mission, at no cost.

Phase two infrastructure work for the PSH and treatment facility sites was completed and the State awarded the City and co-applicant Friends of the Mission a \$15,770,467 Homekey grant in March 2022 for the PSH project. Homekey funds allowed Friends of the Mission to complete the purchase/installation of the 61 housing units; purchase/install a 2,500 square foot community center with offices, conference space, gathering area, and a medical examination room; and receive a three-year operating subsidy. The housing units were installed and largely occupied by November 2022. In June 2022, Friends of the Mission was notified that it had been awarded conditionally a \$12,500,000 state grant (Behavioral Health Continuum Infrastructure Program) for construction of the new treatment facility.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	1129
Low-income	396
Moderate-income	104
Non-Low/Moderate	10
Total	1639

Table 5 – Number of Households Served

Narrative Information

It should be noted that the City of Woodland's ADA Accessibility Project, Haven House Interim Care Program Rehabilitation, Outdoor Classroom, Safe Space Project, and Cottonwood Meadows Stairwell/Siding Dry-rot Improvements – Phase S-3 (rehabilitation of low income senior citizen apartment complex, 47 units) will be completed in Fiscal Year 2023/24. The results of the projects will be reported in the Program Year 2023 CAPER.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City provided funding assistance for two emergency shelters with CDBG and non-CDBG funds during the program year. (CDBG and Countywide Homeless Coordination Project funds were used for operation of the Yolo Wayfarer Center's emergency shelter.) The clients of the shelter operated by YWC and Empower Yolo (for victims of domestic violence) received case management and were connected with services and housing whenever possible.

HUD awarded the City two HUD Continuum of Care renewal grants (Consolidated and Reallocation projects) in 2022 in the aggregate amount of \$348,174 for permanent supportive housing to assist homeless families and individuals. The funds will be used to provide permanent supportive housing for homeless individuals and families at facilities operated by local non-profit Fourth & Hope.

The City's Homeless Coordinator and Homeless Outreach Street Team worked with non-profit service providers and the Yolo County Health Human Services Agency to connect homeless families and individuals to services and shelter whenever possible.

In 2018, the City established a homeless coordinator position to address citywide needs for individuals and families that are homeless or at risk of homelessness. The position is funded through the City's general fund and a grant received by the City. The homeless coordinator who is a licensed mental health professional with 20 years of experience working in the mental health field engages homeless residents, provides referrals for services, and collaborates closely with social service agencies and Yolo County to coordinate services and housing options whenever possible. The individual in this position works with the staff of the Yolo Wayfarer Center's 100-bed homeless shelter and the 61-unit Permanent Supportive Housing Project with the overall goals of improving outcomes for clients and ensuring whenever possible that clients transition from the shelter into supportive, longer-term housing environments. Other activities include assisting with the operations of the shelter by filling in gaps for transportation and case management of clients and providing encouragement/motivation to clients to improve their living situation. On occasion, the homeless coordinator will cover the cost of hard to obtain birth certificates, transport clients so they can obtain their California identification cards, and provide other support. In January 2022, the homeless coordinator served as one of the two organizers for the point-in-time count of homeless individuals in Woodland.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provided funding assistance for two emergency shelters with CDBG and non-CDBG funds during the program year. (CDBG and Countywide Homeless Coordination Project funds were used for the Yolo Wayfarer Center's emergency shelter.) The clients of the shelter operated by YWC and Empower Yolo (for victims of domestic violence) received case management and were connected with services whenever possible.

The City's Homeless Coordinator and Homeless Outreach Street Team worked with non-profit service providers and the Yolo County Health Human Services Agency to connect homeless families and individuals to services and shelter whenever possible.

Helping low-income individuals and families avoid becoming homeless, especially extremely

low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City provided CDBG funding for the Yolo Community Care Continuum's New Dimensions Supportive Housing Program during the program year. The program provides housing and supportive services for adults with mental illnesses. A number of the clients have been homeless and/or at risk of homelessness. The City also funded the Short Term Emergency Aid Committee through the CDBG program. STEAC provided emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. STEAC assisted also assisted homeless individuals and families return to housing with first month's rental assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City funded the Short Term Emergency Aid Committee through the CDBG program. Besides assisting low-income Woodland residents from being evicted, STEAC also provided funds to help homeless families and individuals move into permanent, long-term housing. HUD awarded the City two HUD Continuum of Care renewal grants (Consolidated and Reallocation projects) in 2022 in the aggregate amount of \$348,174 for permanent supportive housing to assist homeless families and individuals. The funds will be used to provide permanent supportive housing for homeless individuals and families at facilities operated by local non-profit Fourth & Hope. In 2018, the City established a homeless coordinator position to address citywide needs for individuals and families that are homeless or at risk of homelessness. The position is funded through the City's general fund and a grant received by the City. The homeless coordinator who is a licensed mental health professional with 20 years of experience working in the mental health field engages homeless residents, provides referrals for services, and collaborates closely with social service agencies and Yolo County to coordinate services and housing options whenever possible. The individual in this position works with the staff of the Yolo Wayfarer Center's 100-bed homeless shelter with the overall goals of improving outcomes for clients and ensuring whenever possible that clients transition from the shelter into supportive, longer-term housing environments. Other activities include assisting with the operations of the shelter by filling in gaps for transportation and case management of clients and providing encouragement/motivation to clients to improve their living situation. On occasion, the homeless coordinator will cover the cost of hard to obtain birth certificates, transport clients so they can obtain their California identification cards, and provide other support. In January 2022, the homeless coordinator served as one of the two organizers for the point-in-time count of homeless individuals in Woodland.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Yolo County Housing serves as the public housing authority for Yolo County and operates two public housing facilities in Woodland - Yolano Village (60 units) and Donnelly Circle (72 units). While the City's Program Year Action Plan did not include activities that directly address the needs of public housing, residents of Yolano and Donnelly may have benefitted from services provided through the following activities funded in the City's Action Plan: Short Term Emergency Aid Committee (rental assistance), and Northern California Children's Therapy Center (health care access for special needs children through early intervention).

During Fiscal Year 2022/23, the City deeded to local non-profit, Friends of the Mission, the 2.9 acre property where the 61-unit permanent supportive housing project was constructed. The Permanent Supportive Housing project at the East Beamer Way campus provides extremely low income housing to individuals experiencing homelessness or at risk of being homeless. The project brings about innovative and strategic approaches to housing some of the most vulnerable individuals in Woodland, Yolo County, and the overall region. The project will consists of 61 modular residential units and community/health center.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Woodland does not have oversight or governance jurisdiction over the local public housing authority (Yolo County Housing or YCH). However, YCH has taken a number of actions to facilitate resident involvement. YCH is governed on a day-to-day basis by a seven-member housing commission, which includes two resident commissioners. In addition, YCH staff facilitates Yolo County Housing Quarterly Resident Meetings for the residents of the Yolano Village (60 units) and Donnelly Circle (72 units) which are public housing developments located in Woodland. YCH provides opportunities for public housing residents to apply their housing choice voucher assistance to a home mortgage (monthly mortgage payments). The City operates a first time homebuyer loan assistance program for low income households and maintains an interest list for the program. When loan funding is available, the City contacts families on the interest list and invites them to participate in the City's program. Public housing residents are welcome to participate in the City's homebuyer loan assistance program.

Actions taken to provide assistance to troubled PHAs

Not applicable, the local public housing authority (Yolo County Housing) is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City permitted an 83-unit bonus density infill rental project on an infill, centrally located site that will include 9 units for low income households. Processing of the project application was completed at the staff level which saved the applicant time and reduced processing costs. The project will provide one- and two-bedroom rent units in a rental market with limited vacancies and will include both market rate units (74) and low income units (9).

The City is working on a comprehensive update to its Zoning Ordinance in order to bring it in alignment with the 2017 comprehensive update to the City's General Plan. A number of the changes will be focused on easing development requirements for residential development. The City has already taken a number of steps encourage residential development including allowing staff level design and site plan review for multi-family rental projects that are consistent with development standards and significantly increasing residential development densities in older sections of the City to promote infill development.

The City Council on January 17, 2020 amended the Zoning Ordinance to facilitate the construction of junior accessory dwelling units and accessory dwelling units. The ordinance was amended in order to be compliance 2019 state law changes. Key provisions of the amendment include the following.

- Requires local agencies to approve or deny an ADU project within 60 days.
- Prohibits imposing minimum lot sizes.
- For all ADUs requires only a 4-foot setback from side and rear lot lines.
- Eliminates the requirement for replacement parking when a garage, carport, or covered parking that is demolished or converted to construct an ADU.
- Requires one parking space per ADU that requires an ADU permit.
- Allows for both an ADU and JADU on a single-family lot where access, setbacks, and other criteria are met.
- Allows ADUs in multi-family projects, including conversion of space such as storage rooms, as well as the construction of up to two detached ADUs on the property.
- City may not impose impact fees on ADUs under 750 square feet.
- Cannot condition approval of the ADU on the applicant being he “owner-applicant” of either the primary or the ADU.

During the program year, the City permitted 6 ADUs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City, Yolo County, key nonprofit agencies, and local health care providers have partnered to support the East Beamer Way Campus on City-owned land. East Beamer Way will include three components: a 100-bed shelter for single men and women (constructed in late 2020 and operational in early January 2021), 61 units of permanent supportive housing (construction completed in November 2022), and a 60-bed treatment facility. The East Beamer Way campus represents a paradigm shift in how to address the homeless challenges in Woodland. The East Beamer Way property is located directly north of the City limits within the City's General Plan area. The City deeded the shelter site to a local nonprofit, Friends of Mission, at no cost. The phase two infrastructure work for the PSH and treatment facility sites was completed and the State awarded the City and co-applicant Friends of the Mission a \$15,770,467 Homekey grant in March 2022 for the PSH project. Homekey funds has allowed Friends of the Mission to complete the purchase/installation of the housing units; purchase/install a 2,500 square foot

community center with offices, conference space, gathering area, and a medical examination room; and receive a three-year operating subsidy. The housing units were installed and occupied by November 2022. In June 2022, Friends of the Mission was notified that it had been awarded conditionally a \$12,500,000 state grant (Behavioral Health Continuum Infrastructure Program) for construction of the new treatment facility.

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Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In order to reduce lead-based paint hazards, the City of Woodland provides information and technical assistance to individuals undertaking home improvement projects. CDBG-funded construction activities that occurred during the program year did not involve the abatement of lead-based paint.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City funded program activities that addressed poverty-level families during the program year. These activities include Yolo Wayfarer Center (emergency shelter services), Short Term Emergency Aid Committee (rental assistance to prevent evictions), and Empower Yolo (shelter services for victims of domestic violence, sexual assault, stalking and trafficking). The activities operated by the Yolo Wayfarer Center and Empower Yolo include case management services to help families stabilize and ideally transition to permanent housing.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City participated with Yolo County and the cities in the county on the Countywide Homeless Coordination Project during the program year. This program provides funding assistance for a countywide homeless coordinator and the operation of a cold weather shelter (Yolo Wayfarer Center) in Woodland during the winter months. In addition, a City staff member represents the City at meetings of the local continuum of care, Yolo County Homeless and Poverty Action Coalition (HPAC) and attended most of the board meetings and technical subcommittee meetings during the 2022 program year. HPAC transitioned to a nonprofit organization in 2021.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Homeless and Poverty Action (HPAC) serves as the continuum of care for Yolo County and became a nonprofit in 2021. A City staff member represents the City on HPAC's board of directors. HPAC has a number of responsibilities including the coordination of services and housing resources for the homeless. City staff participated in at least 20 HPAC general, executive committee, technical subcommittee, and other meetings during the program year.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City is working on a comprehensive update to its Zoning Ordinance in order to bring it in alignment with the 2017 comprehensive update to the City's General Plan. A number of the changes will be focused on easing development requirements for residential development. The City has already taken a number of steps encourage residential development including allowing staff level design and site plan review for multi-family rental projects that are consistent with development standards and significantly increasing residential development densities in older sections of the City to promote infill development.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City requires subrecipients to submit quarterly and annual reports on the progress and results of their activities. Subrecipients reported data on the ethnicities and income levels of the beneficiaries of the CDBG-funded activities. All subrecipients were monitoring during the program year. City staff was responsible for monitoring construction activities during the program year for Davis-Bacon compliance. This included running debarment checks through the System for Award Management, conducting wage interviews in the field, and reviewing certified payrolls of construction projects subject to Davis-Bacon requirements to ensure compliance with Davis-Bacon wages and other labor-related provisions.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City's CDBG Public Participation Plan requires that the CAPER be available for public comment for a minimum period of 15 days. The City published a notice (in English and Spanish) on September 13, 2023 in the local newspaper (Woodland Daily Democrat) on the availability of the CAPER and that public comments would be accepted through September 27, 2023. In addition, notification was provided that a public hearing would be held on September 19, 2023 before the Woodland City Council to receive public comments on the CAPER. The notice included the phone number and email for the City staff contact. On September 13, 2023 email was sent to the members of the local continuum of care (HPAC) and HPAC's distribution list (175+ individuals who work for service providers that provide programs in Woodland and/or Yolo County to inform the community about the CAPER public comment period and public hearing. On September 13, 2023 the notice was posted in the front entrance of City Hall (300 First Street, Woodland, CA 95776) and the lobby of the Community and Senior Center (2001 East Street, Woodland, CA 95776).

Copies of the CAPER were made available at the Woodland Community and Senior Center, Community Services public counter (2001 East Street, Woodland, CA 95776, Woodland City Hall, Community Development public counter (300 First Street, Woodland, CA 95695) and through the City's website (Community Services Department, CDBG section) starting on September 13, 2023.

The agenda packet for the September 19, 2023 City Council meeting was posted to the City's website starting on September 15, 2022 and the meeting agenda was posted to the City Hall outdoor display case on the same day. On September 19, 2023, the City Council approved the CAPER after holding a public hearing. No Public comments were submitted during the comment period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives

and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not changed its CDBG program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not changed its CDBG program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachment
IDIS Reports



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 19, 2023
ITEM #: J.16
SUBJECT: Comprehensive Zoning Code Public Release

Recommendation for Action: Staff recommends that the City Council receive a presentation on the Public Review Draft of the Comprehensive Zoning Code and an outline of the public review process

Staff Contact:

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

Fiscal Impact:

The Zoning Code and CEQA Update Project (CIP#07-07) was established in 2007 with \$100,000 to fund Zoning Code and CEQA updates. Since 2007, limited code updates and preparation of the Interim Zoning Update have utilized project funds (CIP#07-07). In 2017, the State Department of Housing and Community Development (HCD) initiated the Planning Grants Program intended for the preparation, adoption and implementation of plans to streamline housing approvals and accelerate housing production. The City of Woodland received two Planning Grants from HCD, SB2 funds in 2019, for \$310,000, and LEAP grant funds in 2020, for \$300,000. Additionally, the City received \$85,000 in REAP grant funds from SACOG. Total funds allocated to the CZC project are \$655,624.

On September 3, 2019, the City entered into a professional services contract with Lisa Wise Consulting, Inc. for \$358,610 to prepare the CZC update. On October 15, 2020, a second amendment to the contract was approved to add \$36,160 to the original contract for an overall contract amount of \$394,770. A fourth amendment reallocated grant funds in the amount of \$130,830 to the contract with Lisa Wise Consulting, Inc., resulting in an overall contract amount of \$525,600 to complete the CZC project.

Report in Brief:

The September 19, 2023 City Council meeting will officially launch the public review process for the CZC Project with the availability of the Public Review Draft document now online at the following link <https://cityofwoodland.org/1165/Comprehensive-Zoning-Update>, and in hard copy at City Hall, Library and Community and Senior Center. Over the coming months, city staff will hold a series of public meetings with community members and stakeholders to formally present the draft Code, respond to questions, and collect important feedback that will be considered in the preparation of the final CZC. At the September 19, 2023 meeting it is not anticipated that the City Council will provide formal comments on the draft document, but rather receive a project update and provide input concerning key areas of interest or concern. This staff report outlines the community engagement process and anticipated timeline, provides a high-level overview of the CZC including a review of the guiding principals for development of the Code update, the code framework, and a summary of key changes.

The goal of the CZC update is to facilitate new desired development through the provision of clear and understandable standards, guidelines, and procedures. An updated development review process will assist staff and decision makers to allow qualified development with expedited review, thereby helping to reduce the front-end design/development costs particularly for new housing projects.

Grant funding for the Code update from HCD was provided with the intended purpose of accelerating

housing production and streamlining approval of housing development, as well as to prepare a code that utilizes best practices to facilitate livability, sustainability, increased density, and multi-modal access. A well-designed city that incorporates appropriate development standards into its regulations will directly improve the quality of life and appearance of the community, attract investment, and increase community pride.

Background:

Once the draft is released, staff is recommending an ambitious schedule for public review with the goal of completing the draft document by the end of 2023. The goal will be to begin working and utilizing the new code at the start of the year. This will also allow the city to submit for final grant funding reimbursements.

Below is a listing of key milestones and important dates for the CZC project:

May 16, 2017	2035 General Plan Approved
May 1, 2018	Interim Zoning Ordinance Approved
August 20, 2019	Lisa Wise Consulting (LWC) was selected to prepare the Code update.
October 2019	Stakeholder Interviews
December 17, 2019	Joint PC and CC Workshop
December 2019	Recommendations Memo
April 7, 2020	Interim Zoning Ordinance Updated
March 1, 2022	City Council Update Report
March 17, 2022	Admin Draft Review and recommendation for a hybrid code
September 2022	Updated Admin Draft Code
September 2022 – July 2023	Staff Review of CZC Drafts
March 21, 2023	6th Cycle Housing Element Adopted with program requirements for specific code updates

Discussion:

Relationship Between General Plan and Zoning Code

The General Plan outlines a vision for Woodland's long term physical and economic development and community enhancement. It also provides goals and policies that will allow this vision to be accomplished. The General Plan, inclusive of the Housing Element, provides the basis for establishing priorities for implementing plans and programs, such as the Zoning Ordinance. It sets broad general land use locations and densities and intensity for development. Residential development capacity is usually provided as density of development, expressed as dwelling units per acre (du/ac), whereas non-residential development capacity is provided as intensity of development, expressed as floor area ratio (FAR).

The Zoning Ordinance is one of the most important tools for implementing the General Plan. While the General Plan provides broad land use classifications, zoning is more specific and may allow multiple zones per single general plan land use category as long as the intensity and density of development are consistent with the General Plan. Zoning translates general policies into more specific regulations and standards.

For the period immediately following adoption of the General Plan, the city adopted a stand-alone Interim Zoning Ordinance (IZO) to address areas of land use inconsistency between the newly adopted General Plan and Zoning for the commercial, industrial and mixed-use zones. The IZO incorporates new standards and practices that have guided much of the new development that has occurred since 2018. The IZO has generally been considered successful and the CZC has built upon the best elements and lessons learned through use of the IZO.

Legislative Updates and Requirements

A critical purpose for the update is to ensure that the CZC addresses the numerous legislative updates and requirements. Since 2017, the state has passed a significant amount of legislation relating to housing with a primary emphasis on streamlining the production of new housing and removing barriers. The grants from HCD that have assisted in funding the CZC update require the new code to utilize objective design standards and minimize the review process for housing projects. Objective standards have also been provided for commercial, mixed use and industrial developments as well.

In addition to housing, legislative updates have affected other areas of the code. As example, cities are limited in the regulation of content for signs. Below are summarized some of the most critical updates affecting the Code update:

- SB330 (Housing Crisis Act of 2019) and SB 8 (2021), which prohibits the City from adopting new non-objective standards for residential or residential mixed-use projects; from reducing allowed housing capacity through regulatory or administrative barriers; and from denying residential or residential mixed-use projects based on subjective standards.
- AB 2011 (Affordable Housing and High Road Jobs Act of 2022), which allows housing development in areas currently zoned for parking, retail, or office buildings and exempts some projects from local approval processes and CEQA review.
- SB 6 (Middle Class Housing Act of 2022), which allows residential uses on commercially zoned property without requiring rezoning if they meet or exceed the default density under Housing Element law for the jurisdiction.
- AB 2162 (2018), which requires that supportive housing be permitted by-right in zones where multifamily and mixed-use development is permitted.
- AB 2345, (2020), which amends the Density Bonus law to expand incentives for projects with affordable and senior housing components, including reduced maximum parking requirements.
- Reed v. Town of Gilbert (2015), which affirmed that signs regulations must be content-neutral.

The City has already prepared zoning updates where legislative changes require limited timeframes for compliance, such as accessory dwelling units, SB9 (allowing additional units in single family zones), and emergency shelters.

Guiding Principles and Objectives for the Comprehensive Code Update:

The following are the key guiding principles and objectives for the CZC update:

1. Implement the 2035 General Plan and the 2021-2029 Housing Element.
2. Ensure compliance with state and federal requirements.
3. Build upon the Interim Zoning Ordinance (IZO). Utilize lessons learned to strengthen, clarify, and expand the Comprehensive code.
4. Ensure that the code is clear, concise, intuitive, and easy to use by the community, businesses, and development partners.
5. Provide clear decision protocols and a streamlined review process.
6. Allow increased intensity of development and compact form while retaining the character and scale of the community's neighborhoods.
7. Facilitate increased housing opportunities and variety. Encourage Multi-family, Missing Middle, and Lifestyle Housing
8. Address sustainability concerns including the heat island effect. Facilitate appropriate and increased tree planting and preservation.
9. Respect the existing community fabric and groundwork while reflecting current best practices in evaluation of uses, activities, and development patterns.
10. Incorporate historic and downtown design requirements, thereby incorporating the Downtown Specific Plan into the code.

11. Address citywide and special case situations that occur repeatedly.
12. Provide clear standards and requirements, but incorporate flexibility in order to adapt to new or unusual circumstances.
13. Add to the economic vitality of Woodland and allow appropriate adaptive reuse and reinvestment of properties.
14. Encourage mixed-use nodes, districts and corridors. Allow the integration of commercial uses within residential districts as well as residential into commercial districts.

Generally, the public, residents, and prospective developers value three central qualities in any zoning code: 1) certainty in the requirements and structure of the review process, 2) built-in flexibility to adjust development standards to the needs of individual projects, and 3) opportunities to request relief from requirements that constitute a substantial burden.

Comprehensive Code Features

The following summarizes key features incorporated into the draft Code:

1. Provides graphic examples and generalized tables to present information whenever possible.
2. Provides “objective design standards” for all districts.
3. Provides performance standards to address sensitive adjacency issues such as odors, dust, and contamination.
4. Updates parking standards and reduces overly burdensome requirements.
5. Continues to accommodate and incentivize food and agricultural industries where appropriate.
6. Updates and clarifies the non-conforming use standards.
7. Updates the allowed land use table to incentivize desired uses.
8. Updates standards that apply to all properties, such as fencing, outdoor storage, landscaping, parking, and lighting.
9. Provides design standards and criteria that apply to specific uses such as alcohol, auto services, bed and breakfast, bee keeping, emergency shelters, mobile vendors, and temporary uses, etc.
10. Identifies height, setbacks, coverage, and other development standards that apply to each district.
11. Revises sign standards to comply with legislative requirements to be content neutral.
12. Provides an Administration section that clearly describes and outlines all permit and entitlement review requirements.
13. Clarifies public notice procedures.
14. Clarifies roles and responsibilities for all recommending and approving bodies.
15. Provides Rules of Measurement.
16. Provides clear understandable procedures for exceptions from standards and when allowed.
17. Provides a comprehensive list of definitions of terms and uses.

Zoning and General Plan Map

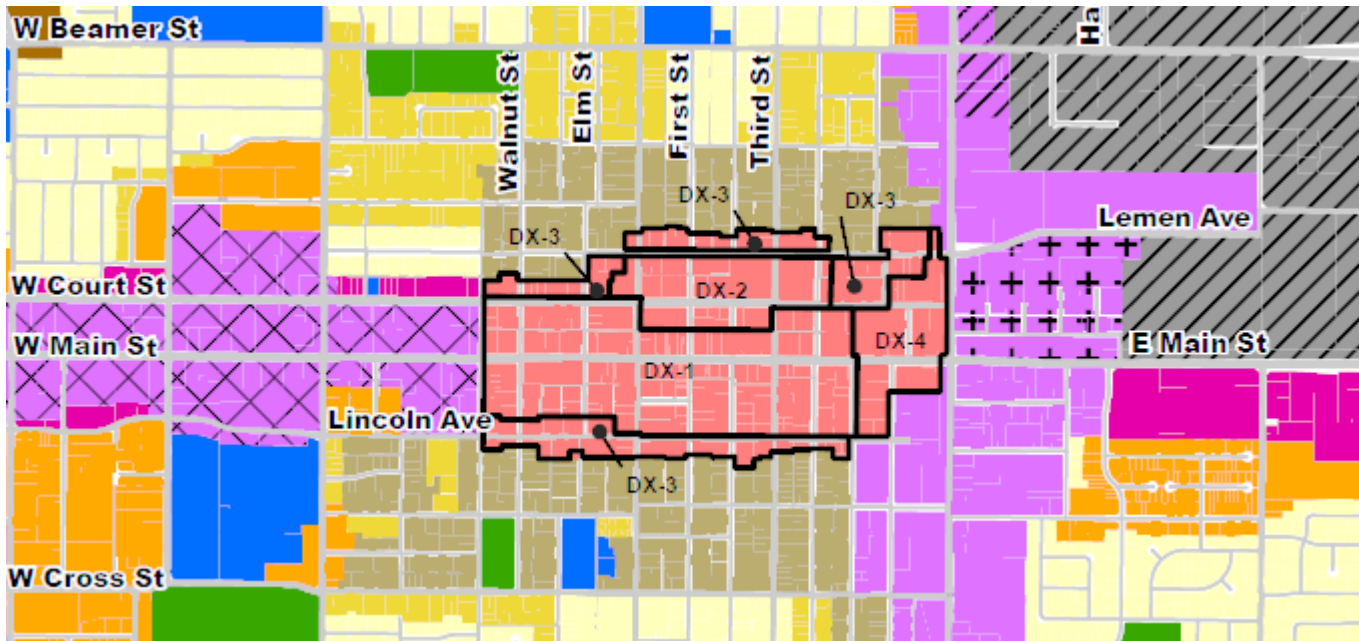
In addition to text amendments, there are suggested amendments to the Zoning Map. Some of the map changes identified will require amendment to the General Plan (GP) land use map as well. However, in several instances, the existing zoning provides a higher zone category than the General Plan and will remain at the higher zone category:

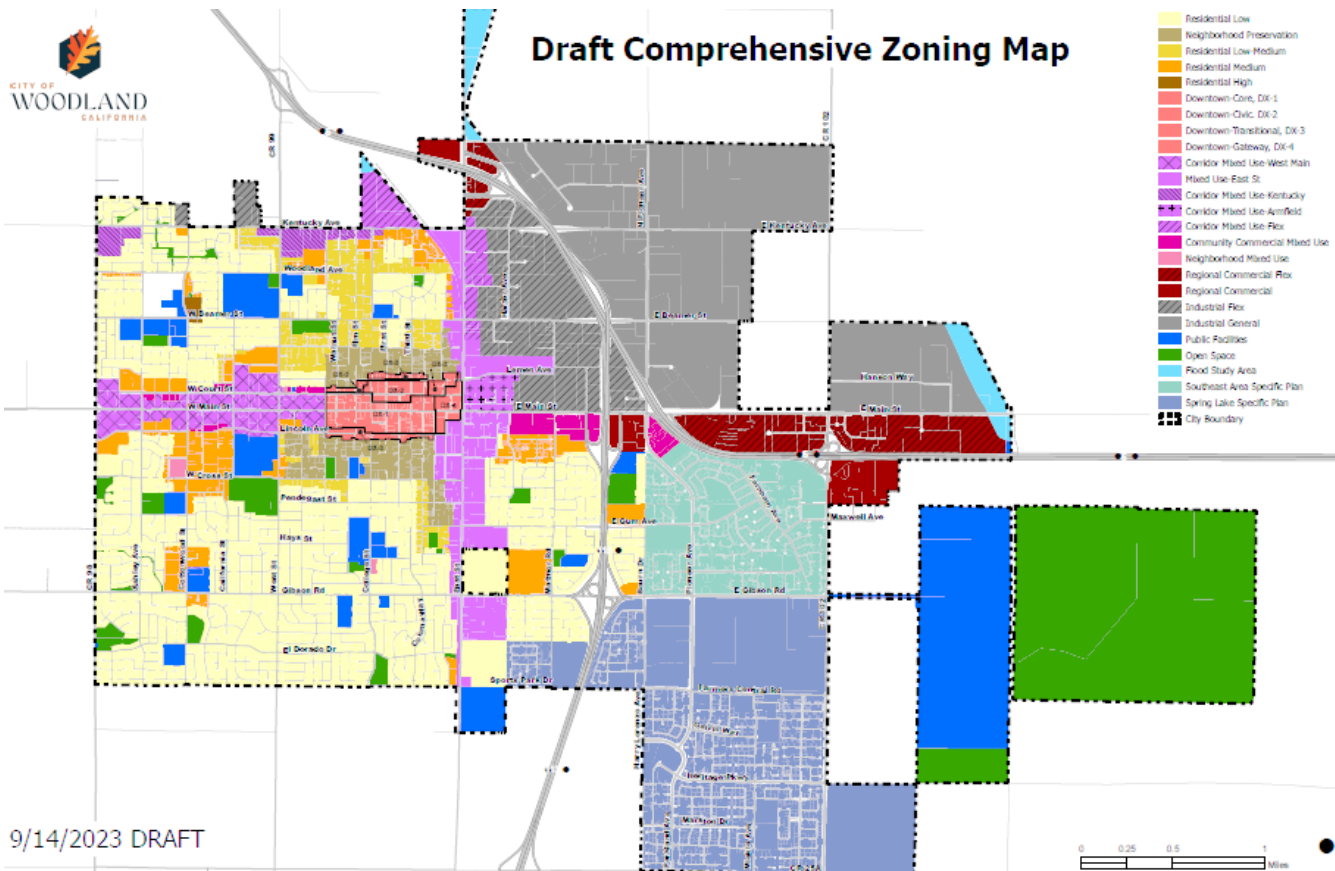
- Add back in areas of Low Medium Density (R-LM) and Medium Density (R-M) residential zones that were in place in the 2002 General Plan and as studied in the 2035 General Plan EIR. (GP and Zone change)
- Add some areas of Low Medium (R-LM) to Medium Residential (RM) where the area would support such change, such as on major corridors or where existing development exceeds lower density.
- Replace Community Commercial (CC) sites along corridors with the Corridor Mixed Use (CMU)

designation, thereby allowing a greater mix of uses including residential development. (GP and Zone change)

- Change Community Commercial (CC) to Community Commercial Mixed Use (CCMU) and allow residential development in the zone. (GP and Zone change)
- Revise the Light Industrial (IF) zone to the south side of the I-5 freeway and add General Industrial (IG) north of the I5 freeway. (GP and Zone change)
- Identify a separate Corridor Mixed Use zone for the Armfield neighborhood (CMU-A). (Zone change)
- Update the Downtown districts by consolidating the existing five districts with subcategories into four clearly defined zones (DX-1 – 4). (Zone change)
- Modify the (Regional Commercial (RC) zone at the north end of East Street to Regional Commercial Flex (RCF) (Zone change)

A copy of the Draft Comprehensive Zoning Map is attached to the report as well as a second map which highlights areas where zone changes are proposed. Additional detailed information regarding the zone changes will be provided on the CZC web page and discussed in future workshops. Below are images from the CZC Zoning Map to illustrate the proposed zones. A third map is attached which illustrates areas on the General Plan map that will require amendment.





Code Framework

The draft Comprehensive Zoning code was developed over the past three plus years based on requirements of State law, review of best practices, and consideration of objectives for the code. The CZC has five divisions or sections as described below:

Format and Organization

Division 1: General Provisions

Division 2: Districts and Regulations

Division 3: Citywide Standards

Division 4: Administration and Procedures

Division 5: Definitions of Terms and Uses

Division 1 – General Provisions:

This Division sets the underlying purpose and effect of the Zoning Code and outlines the authority for the Code and relationship to the General Plan. This Division includes a section that discusses rules for interpretation and rules of measurement. It also references and establishes the zoning map, other relevant maps, and districts.

Division 2 – Districts and Regulations

Division 2 identifies the purpose and applicability of each zone. The district provides the use regulations, development standards and supplemental regulations. This is where the objective standards for building and site design are provided.

Division 3 – Citywide Standards

Division 3 provides citywide standards in two sections, those that apply generally and also those that only apply to specific uses or specific activities.

- Chapter 17.64: General Site Standards. This chapter provides standards that apply generally to

all properties and include things like accessory structures, fences, landscaping, parking, lighting, screening, signs, performance standards, non-conforming provisions, and flood management provisions.

- Chapter 17.84: Standards for Specific Uses and Activities. This chapter applies to specific uses regardless of zone. Examples include accessory dwelling units, alcoholic beverage sales, automobile sales and service use, bed and breakfast, day care centers, mobile home parks/RV/Trailer Parks and manufactured homes, mobile vendors, emergency shelters, and temporary uses.

Division 4 – Administration and Procedures

Division 4 identifies all planning authorities and reviews authorization. It provides all of the common procedures that are required as part of any type of review for purposes of zoning. The division outlines all of the planning permits and approvals that are possible and establishes a new three-tiered Development Review process to replace the existing ZAP Tier 2 and Design Review processes. There are also procedures outlined for reviewing actions involving general plan or zoning amendments, establishment of specific plans or precise plans, as well as enforcement.

Division 5 – Definitions of Terms and Uses.

Division 5 provides a comprehensive set of definitions of the terms used in the code and also provides a definition for all permitted, conditionally permitted and in some cases non-permitted uses.

Code Highlights and Key Changes

The CZC has been re-written with each and every standard and requirement evaluated in view of best practices and through a frame of the City's development goals as identified in the General Plan, past experience, experience in implementing the Interim Zoning Ordinance, and desired economic development path. Development standards and design standards were assessed, taking into consideration limited resources, such as land and water, while also taking into account environmental and climate considerations, as well as housing and jobs, in order to allow for a resilient and prepared community to face 2050 and beyond. Below is a summary of some of the key highlights and changes in the CZC:

- Increase housing opportunities.
 - o Ensure consistency with the Housing Element regarding identified sites and densities.
 - o Add back in the Low Medium Zone to further facilitate missing middle housing. The 1996 and 2002 General Plans had a land use called Medium Low Density Residential (MLDR) with a density between Low and Medium zones. These areas are shown as a duplex zone (R2) on the existing zoning map. The General Plan EIR studied all of these areas as Medium density, but they were approved as Low density in 2017.
 - o Ensure consistency between the General Plan and zoning. On some parcels the zoning shows Multi-family (RM) where the General Plan shows Low density (LD). Due to SB 330, sites may not be downzoned from how they were shown as of January 1, 2018.
 - o Transition the Community Commercial zone to a mixed-use zone (CCMU) which allows multi-family residential.
 - o Expand CMU zones along the West Main Street corridor.
- Incorporate historical standards and the updated Downtown zones as a new section in the code.
- Retained the Neighborhood Preservation (NP) zone.
- Add small lot subdivision development standards to provide flexibility for infill residential development.
- Provide allowance for limited retail uses in specific residential locations and situations
- Update building and site design standards for all zones
- Add a new chapter for screening and outdoor storage standards
- Update parking, lighting and landscaping sections.

- Increase development intensity standards for the Community Commercial Mixed Use (CCMU), Regional Commercial (RC), Regional Commercial Flex (RCF), Industrial Flex (IF) and Industrial General (IG) zones to allow appropriate intensity of development. Encourages more efficient use of limited land resources.
- Carry forward the standards of the General Plan Light Industrial Flex (LIF) Overlay into new base zone standards.

Community Outreach

All meetings will be recorded and posted on the Comprehensive Zoning Code web page to allow members of the public the ability to view all presentations and discussions. The city will offer a range of meeting types, from pre-recorded to virtual to in person. In the past, the city has found that virtual meetings tend to be very well attended and provide an alternative option for the public to gain access to meetings. In-person meetings will be held at the City of Woodland Council Chambers, located at 300 First Street. More information regarding meeting times will be provided. Outreach will be conducted using notices in the newspaper, direct mailings, email to identified interested parties, and various forms of social media, including press releases, notices to list-serve groups, and posting on the city's web page.

Proposed Public Meeting Schedule:

Meetings may be subject to change, so please continue to check the CZC web site for up-to-date information.

- **September 19, 2023 – Release of Draft Code and Information Update to City Council**
- September 21, 2023 – Release of Draft Code and Information Update to Planning Commission
- September 26, 2023 – Comprehensive Code Detailed Overview (Recorded and posted)
- October 5, 2023- Planning Commission meeting to review new standards and key discussion or decision points
- October 18, 2023 – Workshop to review commercial and mixed-use standards;
- October 19, 2023 – Planning Commission meeting to review regulations and standards related to housing development
- October 24, 2023 – Workshop to review industrial and new development standards (mid-day meeting); and
- October 25, 2023 – Workshop to review downtown and historical related development standards (morning meeting).
- November 7, 2023 – City Council meeting to review all comments and proposed changes.
- December 7, 2023 – Planning Commission hearing to review and provide a recommendation.
- December 19, 2023 – City Council adoption hearing.

The public review draft will be released for public review and comment from September 19, 2023 through October 27. After which all comments will be evaluated and suggested changes provided in an errata format to be presented to the City Council for final consideration before preparing a final draft for adoption. However, public comment may continue to be provided up until final adoption.

The city invites all interested residents to attend the scheduled community events and express opinions. Community members may also provide comments regarding the Comprehensive Zoning Code update to the following email:
compzoneupdate@cityofwoodland.org

The Zoning Code is considered a living document and represents the goals and policies of the General Plan as translated into regulatory requirements. It is anticipated that as the city begins to actively utilize the code, there may be fine tuning required moving forward.

Conclusion:

Staff recommends that the City Council receive a presentation on the Public Review Draft of the Comprehensive Zoning Code and an outline of the public review process.

Prepared by: Cindy A. Norris, Principal Planner

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

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

Ken Hiatt
City Manager

Attachments:

1. CZC Cover and Table of Contents
 2. CZC Division I-General Provisions
 3. CZC Division II-Zone Regulations
 4. CZC Division III-Citywide Standards
 5. CZC Division IV-Administration & Procedures
 6. CZC Division V-Definitions
 7. Draft Comprehensive Zoning Code Map
 8. Proposed Zone Changes on the Draft Comprehensive Code Map
 9. Proposed Zone Changes that Require General Plan Amendment
 10. Current Zoning Map with Zone Changes Shown
- .

City of Woodland Comprehensive Zoning Code Update

Public Review Draft

August 2023

Prepared for:

City of Woodland
300 First Street
Woodland, CA 95695

Prepared by:



Lisa Wise Consulting, Inc.
983 Osos Street
San Luis Obispo, CA 93401



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Chapter 17.04 Purpose and Effect of the Zoning Code

17.04.010 Title

Title 17 of the City of Woodland Municipal Code shall be known and cited as the “Zoning Code” or “Code.”

17.04.020 Authority

The Woodland Zoning Code is adopted pursuant to the authority contained in Section 65850 of the California Government Code.

17.04.030 Purpose

The Zoning Code is enacted in order to promote the public health, safety, comfort, and general welfare, to provide a plan for sound and orderly development, and to ensure social and economic stability within the various zones established by the provisions of this Title. More specifically, the Code is adopted to achieve the following objectives:

- A. Provide standards for the orderly growth and development of the City, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community.
- B. Achieve the arrangement of land uses depicted in the Woodland General Plan, consistent with the goals and policies of the General Plan.
- C. Enhance the appearance of the City and promote high-quality design.
- D. Preserve and enhance the quality of life and character of residential neighborhoods.
- E. Incorporate sustainability practices and ensure climate resiliency.
- F. Promote economic growth and the creation of jobs.
- G. Facilitate the appropriate location of community facilities, institutions, transportation, and parks and recreation areas.
- H. Allow for public participation in government decision-making regarding land use and development in a manner consistent with state law.
- I. Define the duties and power of administrative bodies and officers responsible for implementing the Code.

17.04.040 Relationship to the General Plan

This Code implements the goals and policies of the Woodland General Plan by regulating the use of land and structures within the City. This Code and the General Plan shall be consistent with one another. Any permit, license, or approval issues pursuant to this Code must be consistent with the

General Plan and all applicable specific plans. In any case where there is a conflict between this Code and the General Plan, the General Plan shall control.

17.04.050 Applicability

- A. **Applicability to Property.** This Code shall apply, to the extent permitted by law, to all property within the corporate limits of the City of Woodland and to property for which applications for annexation and/or subdivisions have been submitted to the City, including all uses, structures, and land owned by any private person, firm, corporation or organization, or the City of Woodland or other local, State or federal agencies. Any governmental agency shall be exempt from the provisions of this Code only to the extent that such property may not be lawfully regulated by the City of Woodland.
- B. **Minimum Requirements.** The provisions of this Code shall be minimum requirements for the promotion of the public health, safety, and general welfare. Where this Code provides for more discretion on the part of a City official or body, that discretion may be exercised to impose more stringent requirements than set forth in this Code as may be necessary to promote orderly land use development and the purposes of this Code.
- C. **Compliance with Regulations.** No land shall be used, and no structure shall be constructed, occupied, enlarged, altered, demolished, or moved in any zone, except in accordance with the provisions of this Code, including the development and performance standards herein, and any permit issued pursuant hereto. The temporary or transitory nature of a use does not exempt it from this requirement.
- D. **Conflicting Regulations.** The regulations of this Code and requirements or conditions imposed pursuant to this Code shall not supersede any other regulations or requirements adopted or imposed by the Woodland City Council, the State of California, or any federal agency that has jurisdiction by law over uses and development authorized by this Code. All uses and development authorized by this Code shall comply with all other such regulations and requirements. Where conflict occurs between the provisions of the Code and any other City ordinance, resolution, or regulation, the more restrictive provision shall control.
- E. **Private Agreements.** This Code shall not interfere with or annul any recorded easement, covenant, or other agreement now in effect, provided that where this Code imposes greater restriction than imposed by an easement, covenant, or agreement, this Code shall control. The City of Woodland shall not be responsible for monitoring or enforcing private agreements.
- F. **Prior Ordinance.** The provisions of this Code supersede all prior ordinances codified in Title 17 of the Woodland Municipal Code and any amendments. No provisions of this Code shall validate any land use or structure established, constructed, or maintained in violation of the prior Zoning Code, unless such validation is specifically authorized by this Code and is in conformance with all other regulations.
- G. **Effect on Previously Approved Projects and Projects in Progress.**
 - 1. **Building Permit.** Any building or structure for which a Building Permit has been issued may be completed and used in accordance with the plans, specifications, and permits on which said Building Permit was granted, provided at least one inspection has been requested and posted for the primary structure on the site where the permit is issued and provided construction is diligently pursued and completed within 210 days of

permit issuance. No extensions of time except as provided for in the Building Code shall be granted for commencement of construction, unless the applicant has secured an allowed permit extension from the Planning Division.

2. ***Previously Approved Land Use Authorization.*** This Zoning Code shall not interfere with, repeal, abrogate, or annul any previously granted land use authorization. All allowances, requirements, and conditions of approval of previous land use authorizations shall apply until the applicable review authority specifically repeals the allowance, requirement, or condition.
 3. ***Land Use Authorization in Process.*** An application for a discretionary land use authorization that has been accepted by the Planning Division as complete for processing prior to the adoption of this Code or any applicable amendment shall be processed according to the requirements of this Zoning Code or the prior Code upon written request from the project applicant. The written request shall be made no later than 30 days after the Effective Date of this Zoning Code and at least one action must be taken by the review authority within 210 days of the Effective Date of this Code.
- H. **Application During Local Emergency.** The City Council may authorize a deviation from a provision of this Code during a local emergency declared and ratified under the Woodland Municipal Code. The City Council may authorize a deviation by resolution without notice or public hearing.

17.04.060 Severability

If any Section, sentence, clause, phrase, word, portion, or provision of this Chapter is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect, impair, or invalidate any other Section, sentence, clause, phrase, word, portion, or provision of this Chapter which can be given effect without the invalid provision. The invalidation of the application of any Section, sentence, clause, phrase, word, portion, or provision of this Chapter to a particular property or structure, or any particular properties or structures, by any court of competent jurisdiction shall not affect the application of such Section, sentence, clause, phrase, word, portion or provision to any other property or structure not specifically included in said invalidation.

Chapter 17.08 Interpretation and Rules of Measurement

17.08.010 Purpose

This Chapter provides specific rules that explain how to interpret the Code and how to perform calculations and measurements that are required to implement the Code (e.g. measuring floor area, lot area, setbacks, or floor area ratio).

17.08.020 Interpretation

- A. **Conflict between Text and Figure.** In the event of a difference or conflict between the text and a figure, illustration, heading, caption, diagram or graphic, the text controls.
- B. **Conflict within this Title.** Where provisions of this Title are in conflict, the more specific, or restrictive regulations shall apply over the more general.
- C. **Public Property.**
 - 1. In the event public streets, alleys, or public property are vacated, abandoned, become private property, or are leased for private use, said property shall be classified by the Planning Commission at the time of change of status.
 - 2. In the event that any public property is not indicated as being zoned on the Zoning Map, it shall not be used for private purpose until said property has been classified as to zone.
- D. **Interpretation of Zone Boundaries.** When determining the boundary of a zone, the following rules shall apply:
 - 1. Where uncertainty exists regarding the location of a zone boundary or other feature shown on the Zoning Map, the following rules shall apply:
 - a. Boundaries indicated as approximately following the centerlines of alleys, lanes, streets, highways, streams, or railroads shall be construed to follow such centerlines.
 - b. Boundaries indicated as approximately following lot lines, City limits, or extraterritorial boundary lines, shall be construed as following such lines, limits, or boundaries.
 - c. Boundaries not indicated as following an alley, lane, street, highway, stream or railroad and not following or coinciding approximately with a lot line, City limits, or extraterritorial lot line shall be determined by the use of the scale designated on the Zoning Map to determine the boundary location.
 - d. Where further uncertainty exists, the Planning Commission, upon receiving written application or upon its own motion, shall determine the location of the zone boundary in question, giving due consideration.
 - 2. Where the Code references applicable provisions of State Law (for example, the California Government Code, Subdivision Map Act, or Public Resources Code), the

reference shall be construed to be to the applicable State law provisions as they may be amended from time to time.

E. **Parcels Containing Two or More Zones.**

1. For parcels containing two or more zones, the location of the zoning district boundary shall be determined by the Director.
2. For parcels containing two or more zones, the applicable regulations for each zone shall apply.

F. **Interpretation.** Where uncertainty exists regarding the interpretation of any provision of this Zoning Code or its application to a specific site, the Zoning Administrator shall determine the interpretation of the provision. The determination of the Zoning Administrator may be appealed in compliance with the provisions of Section 17.96.160, Appeals.

G. **Definitions.** The Director shall make the interpretation for any definition not expressly identified in this Code.

H. **Interpretation of Words and Conjunctions.** Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:

1. "And" indicates that all connected words or provisions may apply.
2. "And/or" indicates that the connected words or provisions may apply singularly or in any combination.
3. "Or" indicates that the connected words or provisions may apply singularly or in any combination.
4. "Either...or" indicates that the connected words or provisions shall apply singularly, but not in combination.
5. The words "shall", "will", "must", and "is to" are always mandatory and not discretionary. "Should" is a regulation that is not mandatory but must be either fulfilled or the applicant must demonstrate an alternative that fulfills the intent of the regulation. "May" is permissive.
6. The present tense includes the past and future tenses, and the future tense includes the past.

I. **Calendar Days.** All references to days are to calendar days, unless otherwise indicated. If a deadline falls on a weekend or holiday, or a day when the City offices are closed, it shall be extended to the next working day.

17.08.030 Rules of Measurement

For all calculations, the applicant shall be responsible for supplying drawings illustrating the measurements that apply to a project. These drawings shall be drawn to scale and of sufficient detail to allow easy verification upon inspection by the Review Authority.

A. **Fractions.** Whenever this Ordinance requires consideration of distances, parking spaces, dwelling units or other aspects of development or the physical environment expressed in

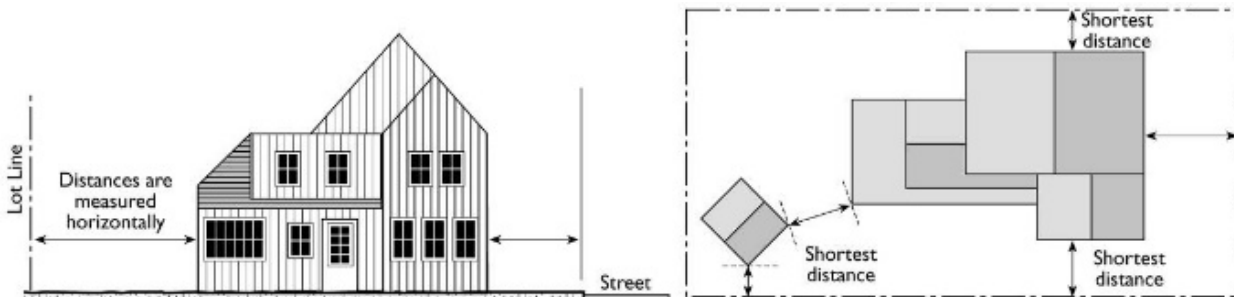
numerical quantities, and the result of a calculation contains a fraction of a whole number, the results will be rounded as follows:

1. **General Rounding.** Fractions of one-half or greater shall be rounded up to the nearest whole number and fractions of less than one-half shall be rounded down to the nearest whole number, except as otherwise provided.
2. **Exception for State Affordable Housing Density Bonus.** For projects eligible for bonus density pursuant to Government Ordinance Section 65915 or any successor statute and Chapter 15.16, Affordable Housing, any fractional number of permitted bonus density units shall be rounded up to the next whole number.

B. **Measuring Distances.**

1. **Measurements are Shortest Distance.** When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between the two objects.

Figure 17.08.030.B-1: Measuring Distances



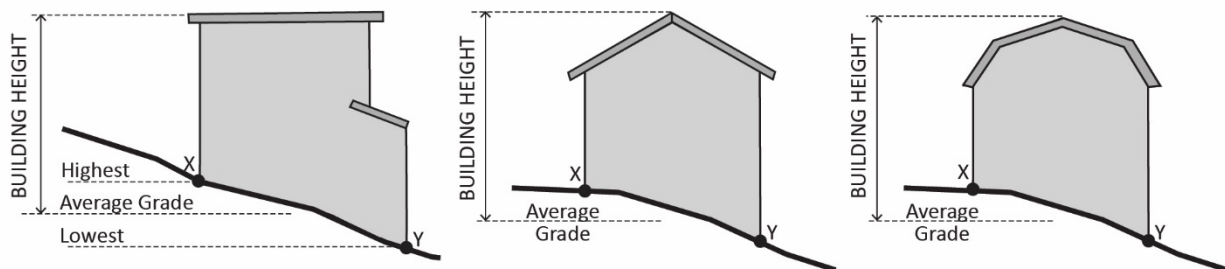
2. **Distances are Measured Horizontally.** When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography or slope of the land.
3. **Measurements Involving a Structure.** Measurements involving a structure are made to the closest support element of the structure. Structures or portions of structures that are entirely underground are not included in measuring required distances.
4. **Measurement of Vehicle Stacking or Travel Areas.** Measurement of a minimum travel distance for vehicles, such as garage entrance setbacks and stacking lane distances, are measured down the center of the vehicle travel area. For example, curving driveways and travel lanes are measured along the center arc of the driveway or traffic lane.
5. **Measuring Radius.** When a specified land use is required to be located a minimum distance from another land use, the minimum distance is measured in a straight line from all points along the lot line of the subject project.

C. **Measuring Height.**

1. **Measuring Building Height.**

- a. Building height is measured from the average level of the highest and lowest point where the vertical plane of the exterior walls touches existing or finished grade, whichever is lower, to the highest point on the roof, the top of the parapet wall, the wall coping of a flat roof, or the deck line of a mansard roof.

Figure 17.08.030.C-1: Measuring Building Height

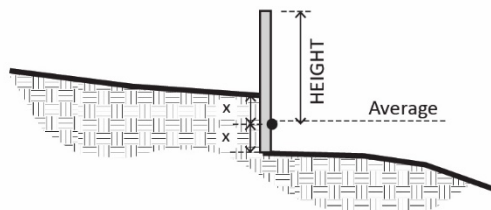


- b. *Exceptions.* Chimneys, cupolas, spires, grain silos and towers, elevators, and rooftop equipment are not included in the building height.

2. **Measuring Fence Height.**

- a. *Fences at Grade.* The height of any fence or wall is measured as the vertical distance from the average of the ground levels immediately adjacent to both sides of the fence or wall to the highest point of such fence or wall.
- b. Any fence or railing required by the California Building Code to exceed the maximum height is allowed.

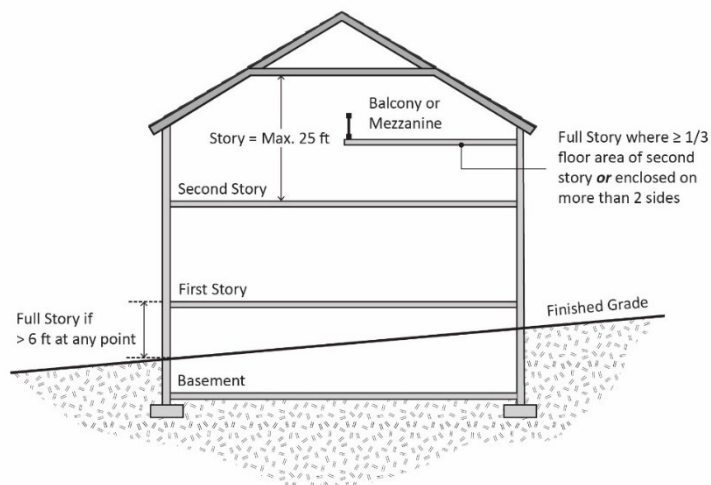
Figure 17.08.030.C-2: Measuring Height Fences on Retaining Walls



3. **Measuring the Number of Stories in a Building.** In measuring the height of a building in stories the following measurement rules shall apply:
 - a. A story means that portion of a building included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the ceiling or roof above it.

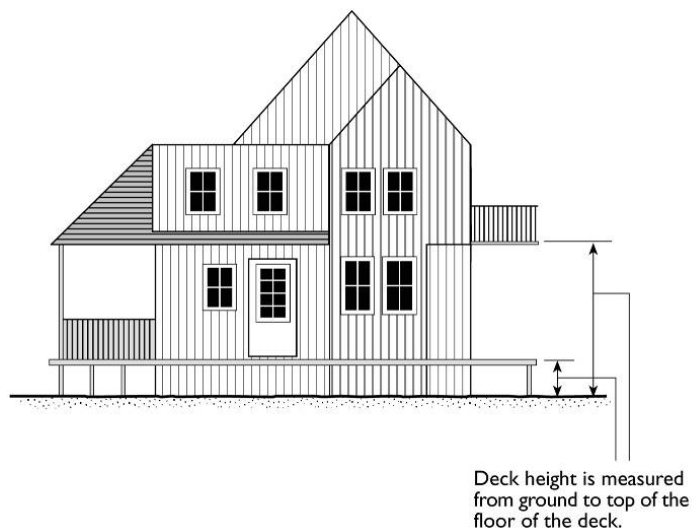
- b. A basement shall be counted as a full story if the vertical distance between the finished grade and the finished floor level directly above a basement or cellar is more than six feet at any point.
- c. An interior balcony or mezzanine shall be counted as a full story if its floor area exceeds one-third of the total area of the nearest full floor directly below it or if it is enclosed on more than two sides.
- d. A story of a commercial or residential building shall not exceed 25 feet in height from the upper surface of the floor to the ceiling above. Industrial buildings are exempt from this standard.

Figure 17.08.030.C-3: Measuring Number of Stories in a Building



4. **Measuring the Height of Decks.** Deck height is determined by measuring from the ground to the top of the floor of the deck directly above the ground point.

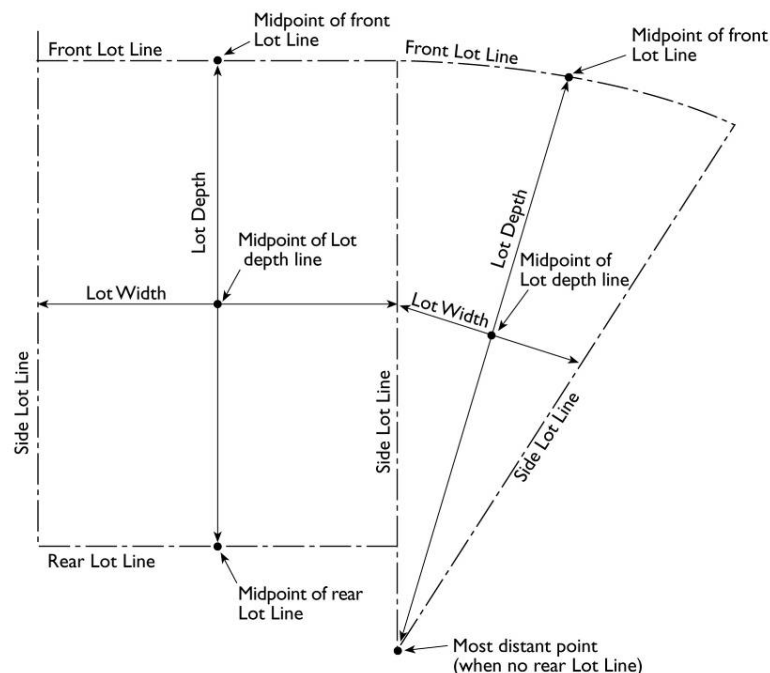
Figure 17.08.030.C-4: Measuring the Height of Decks



D. **Measuring Lot Width and Depth.**

1. **Lot Width.** Lot width is the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.
2. **Lot Depth.** Lot depth is measured along an imaginary straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line or to the most distant point on any other lot line where there is no rear lot line. (See also definitions for lot line, front rear and side in Chapter 17.136, Definitions).

Figure 17.08.030.D-1: Measuring Lot Width and Depth



- E. **Determining Average Slope.** The average slope of a lot is calculated using the following formula: $S = 100(I)(L)/A$, where:

S = Average slope (in percent)

I = Contour interval (in feet)

L = Total length of all contour lines on the lot (in feet)

A = Area of subject lot (in square feet)

- F. **Determining Floor Area.** The floor area of a building is the sum of the gross horizontal areas of all floors of a building or other enclosed structure.

1. **Included in Floor Area.** Floor area includes, but is not limited to, habitable space (as defined in the California Building Code) including basements and cellars that are below the roof and within the outer surface of the main walls of principal or accessory buildings or the centerlines of party walls separating such buildings or portions thereof or within lines drawn parallel to and two feet within the roof line of any building without walls. In the case of a multi-story building that has covered or

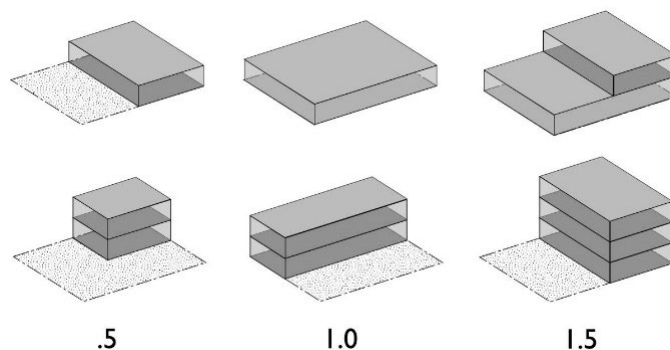
enclosed stairways, stairwells or elevator shafts, the horizontal area of such features shall be counted only once at the floor level of their greatest area of horizontal extent.

2. **Excluded from Floor Area.** Floor area does not include mechanical, electrical, and communication equipment rooms that do not exceed two percent of the building's gross floor area; bay windows or other architectural projections where the vertical distance between the lowest surface of the projection and the finished floor is 30 inches or greater; areas that qualify as usable open space; and areas used for off-street parking spaces or loading spaces; driveways; ramps between floors of a multi-level parking garage; and maneuvering aisles that are located below the finished grade of the property. Gross square floor area excludes areas of a building devoted to flood protection measures.
3. **Nonresidential Uses.** For nonresidential uses, gross floor area includes pedestrian access interior walkways or corridors, interior courtyards, walkways, paseos, or corridors covered by a roof or skylight. Nonresidential gross floor area does not include arcades, porticoes, and similar open areas that are located at or near street level and are accessible to the general public but are not designed or used as sales, display, storage, service, or production areas.

- G. **Determining Floor Area Ratio.** Floor area ratio (FAR) is the ratio of the floor area, excluding the areas described below, of all principal and accessory buildings on a site to the site area. To calculate FAR, floor area is divided by site area, and typically expressed as a decimal. For example, if the floor area of all buildings on a site totals 20,000 square feet, and the site area is 10,000 square feet, the FAR is expressed as 2.0.

1. **Excluded from Floor Area in Calculating FAR.**
 - a. *Underground areas.* Floor area located below finished grade.
 - b. *Parking.* Parking areas located below finished grade or beneath the finished floor of habitable space where the vertical distance between the finished floor of habitable space and finished grade is less than six feet.

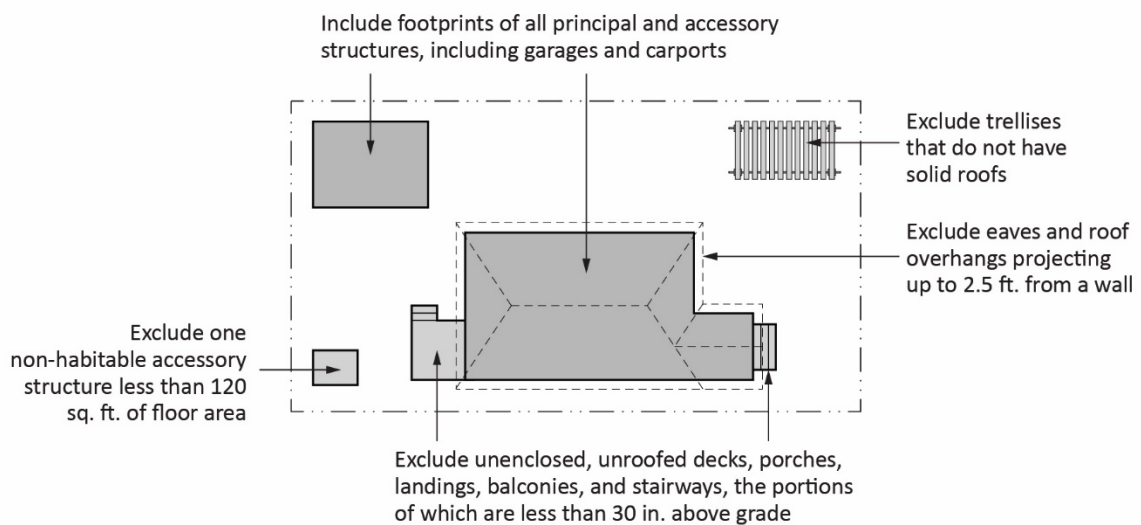
Figure 17.08.030.G-1: Determining Floor Area Ratio



- H. **Determining Lot Coverage.** Lot coverage is the ratio of the total footprint area of all structures on a lot to the net lot area, typically expressed as a percentage. The footprints of all principal and accessory structures, including garages, carports, covered patios, and roofed porches, shall be summed in order to calculate lot coverage. The following structures shall be excluded from the calculation:

1. Unenclosed and unroofed decks, uncovered patio slab, porches, landings, balconies and stairways less than 30 inches in height;
2. Eaves and roof overhangs projecting up to 2.5 feet from a wall;
3. Fences, walls and hedges;
4. Trellises and similar structures that have roofs that are at least 50 percent open to the sky through with uniformly distributed openings;
5. Swimming pools and hot tubs that are not enclosed in roofed structures or decks; and
6. One small, non-habitable accessory structure under 120 square feet and under seven feet high. Structures above quantity of one shall be included in lot coverage.

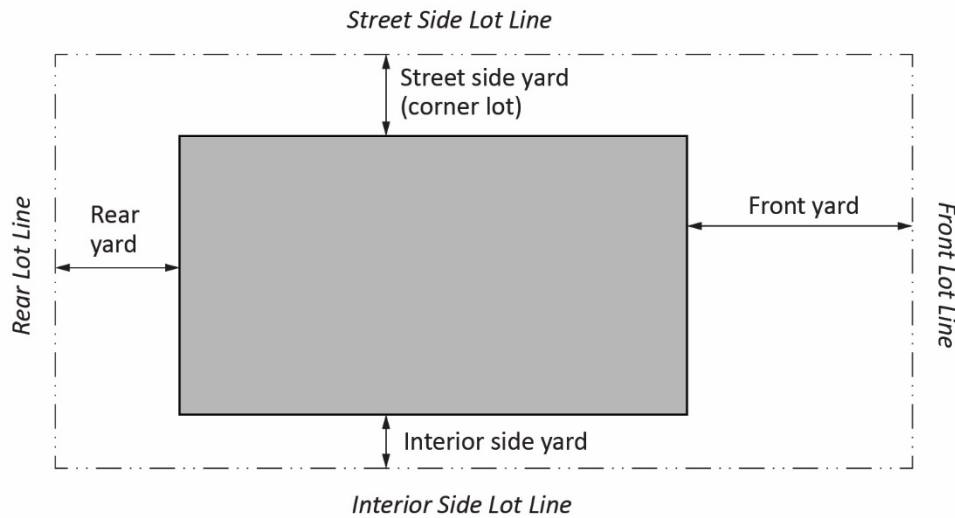
Figure 17.08.030.H-1: Determining Lot Coverage



- I. **Determining Lot Frontage.** The lot frontage is the line separating the lot from the street right-of-way.
 1. **Corner Lots.** In the case of a corner lot, the owner may choose which street he or she shall designate as the front of the lot, subject to approval by the Community Development Department and the Fire Department. Once the choice of frontage has been made, it cannot be changed unless all requirements for yard space are complied with. The lot frontage shall provide primary ingress/egress to the front door/primary entrance unless otherwise approved by the Community Development Department and the Fire Department.
 2. **Through Lot.** In the case of a through lot, the lot frontage is the line that abuts the street that neighboring lots use to provide primary access.
- J. **Determining Required Setbacks.** A line defining a required setback is parallel to and at the specified distance from the corresponding front, side, or rear property line. The following special regulations for determining setbacks when a lot abuts a proposed street or alley. Required setbacks shall be unobstructed from the ground to the sky except where allowed pursuant to Section 17.64.060, Projections Into Required Setbacks, subject to compliance with the California Building Code, or as otherwise allowed in this Code.

1. **Required Setbacks on Alleys.**
 - a. If a side lot line abuts an alley, the side abutting the alley shall be considered an interior side rather than a corner side.
 - b. In calculating the required setback for any lot abutting an alley or private driveway, no part of the width of the alley or private driveway may be considered as part of the required setback.
 2. **Setbacks Abutting Planned Street Expansions.** If a property abuts an existing or proposed street for which the existing right-of-way is narrower than the right-of-way ultimately required for the street, the required setback shall be established from the edge of the future right-of-way.
- K. **Measuring Yards.** Yards shall be measured as the distance between the nearest lot line and the closest point on the exterior of a building or structure along a line at right angles to the lot line.

Figure 17.08.030.K-1: Measuring Yards



- L. **Measuring Signs.** The calculations of measurements related to signs are described in Section 17.72.040, General Standards for All Signs.

Chapter 17.12 Zoning Districts

17.12.010 Zoning Districts Established

The City shall be classified into districts or zones, the designation and regulation of which are set forth in this Code and as follows:

Table 17.12.010-1: Zoning Districts			
Chapter	Zone Abbrev.	Zone Name	Implements the following General Plan Land Use:
Residential Zones			
Chapter 17.28	R-L	Residential Low	<i>Low Density-Residential (1-8 du/ac)</i>
Chapter 17.28	NP	Neighborhood Preservation	<i>Low Density-Residential (1-8 du/ac)</i>
Chapter 17. 28	R-LM	Residential Low-Medium (New)	<i>Medium-Low Density-Residential (5-15 du/ac)</i>
Chapter 17. 28	R-M	Residential Medium	<i>Medium Density-Residential (8.1-19.9 du/ac)</i>
Chapter 17. 28	R-H	Residential High	<i>High Density-Residential (20-40 du/ac)</i>
Downtown Zones (New)			
Chapter 17.32	DX-1	Downtown-Core	<i>Downtown Mixed Use</i>
Chapter 17.32	DX-2	Downtown-Civic	<i>Downtown Mixed Use</i>
Chapter 17.32	DX-3	Downtown-Transitional	<i>Downtown Mixed Use</i>
Chapter 17.32	DX-4	Downtown-Gateway	<i>Downtown Mixed Use</i>
Mixed-Use Zones			
Chapter 17.36	CMU-WM	Corridor Mixed Use - West Main	<i>Corridor Mixed Use</i>
Chapter 17.36	CMU-E	Corridor Mixed Use – East St	<i>Corridor Mixed Use and Downtown Mixed Use</i>
Chapter 17.36	CMU-K	Corridor Mixed Use – Kentucky Ave	<i>Corridor Mixed Use</i>
Chapter 17.36	CMU-A	Corridor Mixed Use – Armfield (New)	<i>Corridor Mixed Use</i>
Chapter 17.36	CMU-F	Corridor Mixed Use – Flex	<i>Corridor Mixed Use with Light Industrial Flex Overlay</i>
Chapter 17.36	CCMU	Community Commercial Mixed Use	<i>Community Commercial</i>
Chapter 17.36	NMU	Neighborhood Mixed Use	<i>Neighborhood Commercial</i>
Commercial Zones			
Chapter 17.40	RC-F	Regional Commercial Flex	<i>Regional Commercial with Light Industrial Flex Overlay</i>
Chapter 17.40	RC	Regional Commercial	<i>Regional Commercial</i>

Table 17.12.010-1: Zoning Districts			
Chapter	Zone Abbrev.	Zone Name	Implements the following General Plan Land Use:
Employment Zones			
Chapter 17.44	IF	Industrial Flex	<i>Industrial with Light Industrial Flex Overlay</i>
Chapter 17.44	IG	Industrial General	<i>Industrial</i>
Public and Open Space Zones (New)			
Chapter 17.48	PF	Public Facilities	<i>Public/Quasi-Public</i>
Chapter 17.48	OS	Open Space	<i>Open Space</i>
Chapter 17.48	FSA	Flood Study Area	<i>Flood Study Area</i>
Specific Plans			
Chapter 17.52	SLSP	Spring Lake Specific Plan	<i>Various</i>
Chapter 17.52	SASP	Southeast Area Specific Plan	<i>Various</i>
Overlays			
Chapter 17.48	PD	Planned Development Overlay	<i>N/A</i>

Chapter 17.16 Maps

Maps referenced in this Title, are not included in this Code but are maintained by the City Clerk. The official maps, together with all legends, symbols, notations, references, zoning district boundaries, map symbols, and other information on the maps, have been adopted by the Council and are incorporated into this Code by reference, together with any amendments previously or hereafter adopted, as though they were fully included here.

17.16.010 Zoning Map

The boundaries of the zoning districts established by this Chapter are shown on the Official Zoning Map maintained by the City Clerk.

17.16.020 National Historic Register Map

Properties included on the National Register of Historic Places are shown on a National Historic Register Map maintained by the City Clerk.

17.16.030 Flood Plain Map

The boundaries of the Woodland Floodplain Map established by this Chapter are shown on the Official Floodplain Map maintained by the City Clerk.

Chapter 17.20

Reserved

Chapter 17.24 Residential Zones

17.24.010 Purpose and Applicability

The purpose of this Chapter is to provide for the development of residential dwellings that are suitable to the character of Woodland's residential neighborhoods while allowing for neighborhood services that meet the daily needs of residents. Additional purposes of each zone are described below.

- A. **Low-Density Residential (R-L).** The R-L zone is intended to accommodate primarily low-density housing with private yards and private parking to ensure adequate light, air, privacy, and open space for each dwelling; to provide space for community facilities needed to complement urban residential areas and for institutions which require a residential environment. The R-L zone implements areas of the Low Density Residential General Plan land use designation.
- B. **Neighborhood Preservation (NP).** The purpose of the NP zone is to stabilize and protect the established diverse character of older, predominately residential neighborhoods, where a mix of housing types and other uses exist. These areas are along the fringes of the Downtown zones and are characterized by homes generally constructed prior to 1940. This zone is intended to be applied to those areas designated Low Density Residential in the General Plan. This zone is intended to provide space for community facilities needed to complement urban residential areas and for institutions which require a residential environment.
- C. **Residential Low-Medium (R-LM).** The R-LM zone is intended to provide a variety of housing types where a compatible mixture of low and medium density housing will provide a suitable environment for family living; to ensure adequate light, air, privacy, and open space for each dwelling; to provide space for community facilities needed to complement urban residential areas and for institutions which require a residential environment. The R-LM zone implements areas of the Medium-Low-Medium Density Residential General Plan land use designation.
- D. **Residential Medium (R-M).** The R-M zone is intended to provide residential areas which can accommodate a suitable mixture of more intensive land uses, including multiple-unit dwellings, community facilities, and limited commercial and office uses compatible with the surrounding area. The R-M zone also accommodates a range of detached and attached housing types including triplexes, fourplexes, and townhomes. The R-M zone implements the Medium Density Residential General Plan land use designation.
- E. **Residential High (R-H).** The R-H zone is intended to accommodate a mix of higher density multi-unit development types including rowhouses and stacked flats (apartments or condominiums). Units can be contained in single structures or in a collection of cohesive structures with common open spaces and amenities. Multi-story structures are intended to include centrally located parking in order to provide urban intensity at locations within easy walking distance to transit, recreation, and community facilities. In addition, ancillary commercial uses as well as medical and professional offices may be allowed when found to be compatible with the surrounding neighborhood. The R-H zone implements the High Density Residential General Plan land use designation.

17.24.020 Use Regulations

Table 17.24.020-1, Use Regulations – Residential Zones, lists the uses permitted, permitted with a staff-level Zoning Administrator Permit, and permitted with a Conditional Use Permit granted at a public hearing. The right-hand column provides references to other Sections of this Title where additional regulations are located. Refer to Division V, Chapter 17.144 for Definition of Uses.

Table 17.24.020-1: Use Regulations – Residential Zones						
Use Classification	R-L	N-P	R-LM	R-M	R-H	Additional Regulations
“P” = Permitted; “A” = Zoning Administrator Permit (ZAP required; “C” = Conditional Use Permit (CUP) required; “—” = Not Allowed						
Residential Uses						
Single-Family						
Detached	P	P	P	—	—	
Attached	P	P	P	—	—	
Duplex	P	P	P	—	—	
SB 9 Project	P	P	P	—	—	See Subdivision Ordinance and Section 17.84.380, Two-Unit Projects
Small Lot Subdivision	C	C	A	P	P	
Multi-Unit Dwelling	—	—	A	P	P	
Accessory Dwelling Unit	See Section 17.84.030, Accessory Dwelling Units					
Family Day Care						
Small	P	P	P	P	P	
Large	A	A	A	A	A	See Section 17.84.150, Day Care Centers, Family Day Cares and Residential Care Facilities
Live/Work	—	—	A	A	P	See Chapter 17.84.230, Live/Work
Manufactured Home	—	—	C	C	—	See Chapter 17.84.240, Manufactured Home Parks, RV/Trailer Parks, and Manufactured Buildings
Residential Care Facilities						
Small	P	P	P	P	P	
Large	P	P	P	P	P	See Section 17.84.150, Day Care Centers, Family Day Cares and Residential Care Facilities
Supportive Housing	Subject only to those restrictions that apply to other residential uses of the same type in the same district					
Transitional Housing	Subject only to those restrictions that apply to other residential uses of the same type in the same district					

Table 17.24.020-1: Use Regulations – Residential Zones

Use Classification	R-L	N-P	R-LM	R-M	R-H	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>						
Commercial Uses						
Eating and Drinking Establishments						
<i>Restaurant, Limited Counter Service/Fast Casual Food (no drive-through)</i>	—	—	—	A ¹	A ¹	
<i>Tasting Room</i>	—	—	—	A ¹	A ¹	See Section 17.84.060, Alcoholic Beverage Sales
Lodging						
<i>Bed and Breakfast</i>	—	C	—	A	A	See Section 17.84.100, Bed and Breakfast Lodging
<i>Short-Term Rental</i>	—	—	—	—	—	See Section 17.84.330, Short-Term Rental
Office Uses						
<i>Business, Professional, and Technology</i>	—	—	—	A ¹	P ¹	
<i>Medical and Dental Offices</i>	—	—	—	C	—	
Personal Services						
<i>General Personal Services</i>	—	—	—	A ¹	P ¹	See Section 17.84.290, Personal Services
<i>Instructional Services</i>	—	—	—	A ¹	P ¹	See Section 17.84.290, Personal Services
<i>Massage Establishments</i>	—	—	—	A ¹	A ¹	See Section 17.84.290, Personal Services and Section 5.20, Massage Establishments
Recreation, Fitness, and Entertainment						
<i>Indoor Sports and Recreation, Small-Scale</i>	—	—	—	C	C ¹	
<i>Indoor Entertainment Facility</i>	—	—	—	—	—	
<i>Outdoor Sports and Recreation Facility</i>	C	C	C	C	—	
Retail						
<i>Residential Limited Retail</i>	A	A	A	A	—	See Section 17.84.320, Residential Limited Retail
Public/Institutional Uses						
<i>College and Trade School</i>	—	—	—	A ¹	A ¹	

Table 17.24.020-1: Use Regulations – Residential Zones						
Use Classification	R-L	N-P	R-LM	R-M	R-H	Additional Regulations
“P” = Permitted; “A” = Zoning Administrator Permit (ZAP required; “C” = Conditional Use Permit (CUP) required; “—” = Not Allowed						
Community and Religious Assembly	C	C	C	C	A	
Community Garden	A	A	A	A ¹	A ¹	See Section 17.84.130, Community Gardens
Cultural Facility	—	—	C	C	A ¹	
Day Care Center	—	C	C	A	A	See Section 17.84.150, Day Care Centers, Family Day Cares and Residential Care Facilities
Government Buildings	C	C	C	C	C	
Hospitals and Clinics						
Skilled Nursing Facility	A	A	A	A	—	
Clinic	—	—	—	C	A ¹	
Park and Recreation Facility, Public	P	P	P	P	—	
School	C	C	C	C	—	
Transportation, Communications, and Utilities						
Communication Facilities						
Antennas and Transmission Towers	See Section 17.84.360, Telecommunication Facilities					
Equipment within Buildings	See Section 17.84.360, Telecommunication Facilities					
Cannabis Uses						
Indoor Personal Cannabis Cultivation	P	P	P	P	P	See Section 17.84.280, Personal Cultivation of Cannabis
Other Uses						
Accessory Uses	See Section 17.84.020, Accessory Uses					
Home Occupations	See Section 17.84.200, Home Occupations and Cottage Food Operations					
Temporary Uses	See Section 17.84.370, Temporary Uses					

Notes.

1. Use shall be considered as accessory to a primary use only.

17.24.030 Development Standards

Table 17.24.030-1, Development Standards – Residential Zones, establishes the development standards for the Residential zones. Letters refer to subsections that directly follow the table.

Table 17.24.030-1: Development Standards – Residential Zones

Standard	R-L	N-P	R-LM	R-M	R-H
Density and Lot Standards					
Density (units/acre)	1- 8	1- 8	5-15	8.1-19.9	20-40
Lot Area (sq. ft.)					
Corner Lot	Min. 6,000				
Interior Lot	Min. 5,000	Min. 5,000	Min. 5,000		
Small Lot Subdivision	Min. 3,000	Min. 3,000	Min. 3,000	n/a	n/a
Lot Width (ft.)					
Corner Lot	Min. 60	Min. 60	Min. 60	n/a	n/a
Interior Lot	Min. 50	Min. 50	Min. 50	n/a	n/a
Small Lot Subdivision (see Section 17.56.040)	Min. 32	Min. 32	Min. 32	n/a	n/a
Max. Lot Coverage	50%	50%	60%	60%	70%
Building Form and Placement Standards					
Max. Building Height (ft.)	30	40	30	40; 30 within 40 feet of an R-L, N-P or R-LM zone	45; 30 within 40 ft of an R-L, N-P or R-LM zone
Min. Setbacks (ft.)					
Front, Primary Structure	20 (A)	20 (A)	20 (A)	15	15
Front, Garage	20	20	20	n/a	n/a
Street Side	15	15	10	10	10
Interior Side	5	5	5	5; 10 when abutting R-L or N-P	5, 10 when abutting R-L or N-P
Rear	20	20	20	10; 15 when abutting R-L or N-P	10; 15 when abutting R-L or N-P
Alley	4 (B)	4 (B)	4 (B)	4 (B)	4 (B)
Small Lot Subdivision	See Section 17.56.040				
Site and Open Space Standards					
Max. Impervious/Paved Area	50% of required front and street side setbacks	50% of required front and street side setbacks	50% of required front and street side setbacks	n/a	n/a

Table 17.24.030-1: Development Standards – Residential Zones

Standard	R-L	N-P	R-LM	R-M	R-H
Min. Private Open Space	n/a	n/a	100 sq. ft. per unit	48 sq. ft. per unit	n/a
Min. Private Open Space Dimension	n/a	n/a	6 ft.	6 ft.	n/a
Min. Common Open Space	n/a	n/a	100 sq. ft. per unit	100 sq. ft. per unit	n/a
Private OR Common Open Space	n/a	n/a	n/a	n/a	48 sq. ft. per unit

- A. Where a uniform setback which differs from the above standard exists on the block or cul-de-sac, the setback shall conform to the block's or cul-de-sac's established setback.
- B. Setbacks facing alleys may be reduced to zero where determined by the Director to allow adequate maneuverability for emergency and waste vehicles and where no garage access is required.

17.24.040 Supplemental Regulations

- A. **General Design Standards.** See Section 17.56.010, General Design Standards.
- B. **Single-Family and Duplex Design Standards.** See Section 17.56.020, Single-Family and Duplex Design Standards.
- C. **Multi-Unit Use Design Standards.** See Section 17.56.030, Multi-Unit Design Standards.
- D. **Small Lot Subdivision Design Standards.** See Section 17.56.040, Small Lot Subdivision Design Standards.
- E. **Citywide Standards.** All development is subject to the provisions of Division III, Citywide Standards.

Chapter 17.28 Downtown

17.28.010 Purpose and Applicability

The purpose of this Chapter is to provide for the development of a range of uses suitable to the character of Downtown Woodland. Additional purposes of each zone are described below.

- A. **Downtown Core (DX-1).** The Downtown Core zone is intended to support a diverse mix of offices, housing, and active uses such as theaters, retail, professional services, restaurants, and entertainment in Woodland's historic downtown core. The zone envisions primarily a vertical mix of uses that support a vibrant district centered on Main Street. The DX-1 zone implements areas of the Downtown Mixed Use General Plan land use designation.
- B. **Downtown Civic (DX-2).** The Downtown Civic zone is intended to support a mix of public uses and offices, housing, retail, professional services, and open space in the Court Street corridor of Woodland's historic downtown core. The zone envisions both vertical and horizontal mix of uses that support a vibrant and walkable civic-oriented downtown district. The DX-2 zone implements areas of the Downtown Mixed Use General Plan land use designation.
- C. **Downtown Transitional (DX-3).** The Downtown Transitional zone is intended to support a mix of offices, housing, and active uses on the edges of Woodland's historic downtown core. Centered on the Lincoln Avenue and North Street corridors, this zone provides a transition from the downtown core to the residential neighborhoods north and south of the zone. The zone supports vertical and horizontal mixed-use development with a lower intensity urban feel that provides walkable transition to the residential neighborhoods to the north and south. The DX-3 zone implements areas of the Downtown Mixed Use General Plan land use designation.
- D. **Downtown Gateway (DX-4).** The Downtown Gateway zone supports a vibrant mixed-use node at the primary entry point to Woodland's historic downtown core. Centered on Main Street between 5th Street and East Street, the DX-4 zone facilitates a mix of uses and open spaces that welcome residents and visitors to the Downtown, that intensify opportunity areas abutting the railroad, and that ensure appropriate transitions to the corridor, downtown, and residential areas. The DX-4 zone implements areas of the Downtown Mixed Use General Plan land use designation.

17.28.020 Use Regulations

Table 17.28.020-1, Use Regulations – Downtown Zones lists the uses permitted, permitted with a staff-level Zoning Administrator Permit, and permitted with a Conditional Use Permit granted at a public hearing. The right-hand column provides references to other Sections of this Title where additional regulations are located. Refer to Division V, Chapter 17.144 for Definition of Uses.

Table 17.28.020-1: Use Regulations – Downtown Zones					
Use Classification	DX-1	DX-2	DX-3	DX-4	Additional Regulations
“P” = Permitted; “A” = Zoning Administrator Permit (ZAP) required; “C” = Conditional Use Permit (CUP) required; “—” = Not Allowed					
Residential Uses					
Single-Family					
Detached	—	—	P	—	
Attached	—	—	P	—	
Duplex	—	—	P	—	
Small Lot Subdivision	A	A	A	—	
Multi-Unit Dwelling	A ¹	A	A	A ¹	
Accessory Dwelling Unit	See Chapter 17.84, Accessory Dwelling Units				
Family Day Care					
Small	P	P	P	P	
Large	P ¹	C	A	P	
Live/Work	A ¹	P	P	A ¹	See Section 17.84.230, Live/Work
Residential Care Facilities					
Small	—	—	P	—	
Large	—	A ²	A	—	
Commercial Uses					
Animal Care, Sales, and Services					
Grooming	A	P	A	P	
Pet Store	P	P	A	P	
Veterinary Services	P ²	A	A	C ²	
Automobile/Vehicle Sales and Services					
Automobile Rental Office	P	P	P	P	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
Automobile/Vehicle Sales and Leasing, New	C	—	—	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
Automobile/Vehicle Service and Repair, Minor ³	—	—	—	—	
Banks and Financial Institution					
Bail Bonds	—	C ⁴	—	—	See Section 17.84.260, Non-Traditional Financial Institutions

Table 17.28.020-1: Use Regulations – Downtown Zones

Use Classification	DX-1	DX-2	DX-3	DX-4	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>					
<i>Bank and Savings and Loan</i>	P	P	—	P	
Business and Communication Services					
<i>General Business Services</i>	P	P	A	P	
<i>Printing and Copy Services</i>	P	P	A	P	
Eating and Drinking Establishments					
<i>Bar/Night Club/Lounge</i>	C	C	—	C	See Section 17.84.060, Alcoholic Beverage Sales
<i>Brewpub</i>	A	A	—	A	See Section 17.84.060, Alcoholic Beverage Sales
<i>Microbrewery</i>	A	A	—	A	See Section 17.84.060, Alcoholic Beverage Sales
<i>Micro-Distillery</i>	—	A	—	A	See Section 17.84.060, Alcoholic Beverage Sales
<i>Restaurant, Full Service</i>	P	P	A	P	
<i>Restaurant, Limited Counter Service/Fast Casual Food</i>	P	P	A	P	
<i>Tasting Room</i>	P	P	A	P	See Section 17.84.060, Alcoholic Beverage Sales
Funeral and Internment Service	P ²	P	A	—	
Lodging					
<i>Bed and Breakfast</i>	A	A	A	A	See Section 17.84.100, Bed and Breakfast Lodging
<i>Boarding House</i>	—	C	—	—	
<i>Hotel and Motel</i>	C	C	—	C	
<i>Short-Term Rental</i>	C	—	C	—	See Section 17.84.330, Short-Term Rental
Maintenance and Repair Services	P	P	A	P	
Office Uses					
<i>Business, Professional, and Technology</i>	P	P	A	P	
<i>Medical and Dental Offices</i>	P ¹	P	A	P	
Personal Services					
<i>General Personal Services</i>	P	P	A	P	See Section 17.84.290, Personal Services

Division II: Zone Regulations

Table 17.28.020-1: Use Regulations – Downtown Zones					
Use Classification	DX-1	DX-2	DX-3	DX-4	Additional Regulations
“P” = Permitted; “A” = Zoning Administrator Permit (ZAP) required; “C” = Conditional Use Permit (CUP) required; “—” = Not Allowed					
<i>Dry Cleaner/Self Service Laundry</i>	P ^{1, 2}	P ^{1, 2}	—	—	See Section 17.84.290, Personal Services
<i>Instructional Services</i>	P	P	P	P	See Section 17.84.290, Personal Services
<i>Massage Establishments</i>	C	C	C	C	See Section 17.84.290, Personal Services
<i>Tattoo/Body Modification Parlor</i>	A	A	—	A	See Section 17.84.290, Personal Services
Recreation, Fitness, and Entertainment					
<i>Cinema/Theaters</i>	P	—	—	—	
<i>Indoor Entertainment Facility</i>	P	A	—	A	
<i>Indoor Sports and Recreation, Small-Scale</i>	P	P	—	P	
Retail					
<i>Artisan Shop</i>	P	P	P	P	
<i>Convenience/Small Grocery Market</i>	P	P	A	P	
<i>General Retail Sales</i>	P	P	P	P	
<i>Liquor Sales as Primary Use</i>	C	C	—	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Liquor Sales as Accessory Use, Small</i>	A	A	A	A	See Section 17.84.020, Accessory Uses and Section 17.84.060, Alcoholic Beverage Sales
<i>Liquor Sales as Accessory Use, Large</i>	A	A	—	A	See Section 17.84.020, Accessory Uses and Section 17.84.060, Alcoholic Beverage Sales
<i>Secondhand/Consignment Store</i>	P	P	P	P	
Public/Institutional Uses					
College and Trade School	P	P	—	P	
Community and Religious Assembly	A	A	A	C	
Community Garden	—	—	A	—	See Section 17.84.130, Community Gardens
Cultural Facility	P	P ⁵	P ⁵	P ⁵	

Table 17.28.020-1: Use Regulations – Downtown Zones

Use Classification	DX-1	DX-2	DX-3	DX-4	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>					
Day Care Center	A ²	A	C	—	See Section 17.84.150, Day Care Centers, Family Day Cares and Residential Care Facilities
Emergency Shelter	—	C	A	A	See Section 17.84.170, Emergency Shelters, Daytime Services Facilities, and Low Barrier Navigation Centers
Government Buildings	P	P	C	P	
Hospitals and Clinics					
<i>Skilled Nursing Facility</i>	—	C	C	—	
Park and Recreation Facility, Public	P	P	P	P	
School	C	C	C	C	
Industrial Uses					
Artisan/Small-Scale Manufacturing	A	A	A	P	
Artist's Studio	P	P	P	P	
Food and Beverage Manufacturing					
<i>Small Scale</i>	P ¹	P	P ¹	—	
Food Preparation	P	P	A	P	
Research and Development	P ⁵	P ⁵	—	P ⁵	
Transportation, Communications, and Utilities					
Communication Facilities					
<i>Antennas and Transmission Towers</i>	See Chapter 17.84, Telecommunication Facilities				
<i>Equipment within Buildings</i>	See Chapter 17.84, Telecommunication Facilities				
Emergency Services	P	P	P	P	
Cannabis Uses					
Indoor Personal Cannabis Cultivation	P	P	P	P	See Section 17.84.280, Personal Cultivation of Cannabis
Cannabis Retail	C	—	—	—	See Section 17.84.280, Personal Cultivation of Cannabis
Other Uses					
Accessory Uses	See Section 17.84.020, Accessory Uses				

Table 17.28.020-1: Use Regulations – Downtown Zones

Use Classification	DX-1	DX-2	DX-3	DX-4	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>					
Home Occupations	See Section 17.84.200, Home Occupations and Cottage Food Operations				
Temporary Uses	See Section 17.84.370, Temporary Uses				

Notes:

1. Not permitted on the ground floor facing Main Street.
2. Not permitted on properties fronting/adjacent to Main Street.
3. Existing auto repair businesses, established prior to the Effective Date of this Code may remain. Any proposed expansion or modification shall be subject to a Conditional Use Permit and shall be subject to the standards of Chapter 17.80, Nonconforming Provisions).
4. Bail bonds are subject to the same design and operational standards as non-traditional financial institution; see Section 17.84.260, Non-Traditional Financial Institutions.
5. A ZAP is required for establishments greater than 5,000 gross square feet.

17.28.030 Development Standards

Table 17.28.030-1, Development Standards – Downtown Zones establishes the development standards for the Downtown zones. Letters refer to subsections that directly follow the table.

Table 17.28.030-1: Development Standards – Downtown Zones

Standard	DX-1	DX-2	DX-3	DX-4
Intensity and Lot Standards				
Density	Unlimited	Unlimited	Unlimited	Unlimited
FAR of Residential and Non-residential Combined	Min 1.0, Max. 4.0 (A)	Min 1.0, Max. 4.0 (A)	Min 1.0, Max. 4.0 (A)	Min 1.0, Max. 4.0 (A)
Max. Lot Coverage	100%	70%	60%	70%(B)
Building Form and Placement Standards				
Building Height				
<i>Principal Structure</i>	Min. 25 ft., Max. 65 ft., 50 ft. within 50 ft. of DX-3 zone	Max. 55 ft., 50 ft. within 50 ft. of DX-3 zone	Max. 40 ft.	Min. 25 ft., Max 65 ft.
<i>Min. Ground Floor Height, Floor to Ceiling</i>	12 ft.	10 ft.	10 ft.	12 ft.
<i>Min. Upper Floor Height, Floor to Ceiling</i>	9 ft.	9 ft.	9 ft.	9 ft.
Setbacks				
<i>Front and Street Side</i>	Min. 0, Max. 15 ft.; Max. 5 ft. if	Min. 0, Max. 20 ft.	Min. 8, Max.20 ft.	Min. 5, Max.15 ft. (C)

Table 17.28.030-1: Development Standards – Downtown Zones

Standard	DX-1	DX-2	DX-3	DX-4
	fronting Main Street (C)			
<i>Interior Side</i>	0 ft.; Min. 5 ft. adjacent to DX-3 or adjacent residential land use	5 ft.	5 ft.	0 ft.
<i>Rear</i>	Min. 0 ft.; Min. 10 ft. adjacent to DX-3 or any Residential zone	Min. 0 ft.; Min. 10 ft. adjacent to DX-3 or any Residential zone	Min. 10 ft.; 15 ft. if building is over 30' in height and adjacent to any Residential zone	Min. 0 ft.; Min. 30 ft. adjacent to railroad centerline
Open Space Standards				
Min. Private Open Space	n/a	48 sq. ft. per unit	48 sq. ft. per unit	n/a
Min. Private Open Space Dimension	n/a	6 ft.	6 ft.	n/a
Min. Common Open Space	0 sq. ft. if development fronts Main Street; 50 sq. ft. per unit if off Main Street	50 sq. ft. per unit	100 sq. ft. per unit	50 sq. ft. per unit

- A. Additional FAR may be granted for uses that offer community benefits. Eligible benefits include but are not limited to public open space beyond what is required, restoration or adaptive reuse of a historic structure, or the promotion of alternative modes of transportation. The additional development capacity and nature of community benefits may be determined through a Development Agreement, subject to Director discretion.
- B. In the Downtown Gateway DX-4 district, development approved as part of a master plan or precise plan, may allow for increase in lot coverage for one or more individual parcels if community serving features have been incorporated, such as a plaza, open space, or pass through to an interior courtyard.
- C. Building setback from Main Street may be increased to allow for outdoor dining, patio, or plaza space at the discretion of the Director or applicable Review Authority.

17.28.040 Supplemental Regulations

- A. **Preservation/Restoration of and Additions to Historic Structures.** See Section 17.56.050.
- B. **New Development or Renovation of Non-Historic Structures Design Standards in the Downtown Zones.** See Section 17.56.060.

- C. **Citywide Standards.** All development is subject to the provisions of Division III, Citywide Standards.

Chapter 17.32 Mixed-Use Zones

17.32.010 Purpose and Applicability

The purpose of this Chapter is to provide for the development of a range of uses suitable to the character of Woodland's corridors. Additional purposes of each zone are described below.

- A. **Corridor Mixed-Use-West Main (CMU-WM).** West of Downtown, the CMU-WM Zone is a mixed-use corridor intended to accommodate residential infill and neighborhood-serving retail. The residential density and intensity of non-residential uses are intended to give the corridor an urban character and revitalize and replace older strip commercial development. Residential, retail, commercial service, and office uses are permitted in a horizontal or vertical mixed-use setting to enhance the streetscape. The CMU-WM zone implements the Corridor Mixed-use General Plan land use designation.
- B. **Corridor Mixed-Use-East (CMU-E).** The Corridor Mixed-Use-East zone facilitates the revitalization of the auto-oriented East Street corridor. Supporting a mix of uses, the zone permits a flexibility of design intended to enhance the urban character and streetscape of the corridor. Residential, retail, commercial service, office, and light industrial uses are permitted in a horizontal or vertical mixed-use configuration. The CMU-E zone implements the Corridor Mixed-use General Plan land use designation.
- C. **Corridor Mixed-Use-Armfield (CMU-A).** The Corridor Mixed-Use-Armfield zone supports a mix of uses similar to the CMU-E zone and permits a flexibility of design intended to enhance the urban character and streetscape of the area with residential, retail, commercial service, and office, uses in a horizontal or vertical mixed-use configuration while providing appropriate transitions and buffers between newer higher intensity uses and existing single family residential uses. The CMU-A zone implements the Corridor Mixed-use General Plan land use designation.
- D. **Corridor Mixed-Use-Kentucky (CMU-K).** The Corridor Mixed-Use-Kentucky zone accommodates a mix of uses including service and light industrial uses. Residential uses are allowed on the south side of Kentucky. The zone allows this area to continue to function as an agriculture-industrial corridor while sensitively integrating new, mixed-use development to activate specific sections of the corridor. The CMU-K zone implements the Corridor Mixed-use General Plan land use designation.
- E. **Corridor Mixed-Use-Flex (CMU-F).** The Corridor Mixed-Use-Flex zone supports a sensitive transition between the North East Street corridor and the industrial areas to the east. Like the CMU-E zone, it facilitates the revitalization of the auto-oriented East Street corridor and supports a mix of uses to enhance the urban character and streetscape of the corridor, with residential, retail, commercial service, office, and light industrial uses in a horizontal or vertical mixed-use configuration. Smaller-scale custom, light industrial and artisan manufacturing are allowed to add flexibility and vitality to the corridor. The CMU-F zone implements the Corridor Mixed-use General Plan land use designation.
- F. **Community Commercial Mixed-Use (CCMU).** The Community Commercial Mixed-Use zone is intended to support commercial development that serves local neighborhoods as well as the rest of the City but does not regularly attract regional, visitor, or pass-through traffic. Uses

in this zone include retail, services, grocery stores, restaurants, professional offices, hotels and similar commercial uses, as well as higher density housing and mixed-use development. The CCMU zone implements the Community Commercial General Plan land use designation.

- G. **Neighborhood Mixed-Use (NMU).** The Neighborhood Mixed-Use zone supports commercial development that meets the needs of local neighborhoods. Uses in this zone include smaller-scale retail, grocery stores, office, and service-oriented businesses, as well as higher density housing and mixed-use development. The NMU zone implements the Neighborhood Commercial General Plan land use designation.

17.32.020 Use Regulations

Table 17.32.020-1, Use Regulations – Mixed-Use Zones lists the uses permitted, permitted with a staff-level Minor Use Permit, and permitted with a Conditional Use Permit granted at a public hearing. The right-hand column provides references to other Sections of this Title where additional regulations are located. Refer to Division V, Chapter 17.144 for Definition of Uses.

Table 17.32.020-1: Use Regulations – Mixed-Use Zones								
Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCMU	NMU	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>								
Residential Uses								
Single-Family								
<i>Detached</i>	—	A	A ¹	A	—	—	—	
<i>Attached</i>	—	A	A ¹	A	—	—	—	
Duplex	—	A	—	A	—	—	—	
Small Lot Subdivision	P	P	A ¹	A	—	A ²	—	
Multi-Unit Dwelling	P	P	P ¹	P	—	P ²	P	
Family Day Care								
<i>Small</i>	P	P	P	P	—	P	P	
<i>Large</i>	P	A	—	A	—	—	—	
Live/Work	P ²	P	P ¹	A	A	A	P	See Section 17.84.230, Live/Work
Manufactured Home Park	—	C	—	—	—	—	—	See Section 17.84.240, Manufactured Home Parks, RV/Trailer Parks, and Manufactured Buildings
Residential Care Facilities								
<i>Small</i>	P	P	P	P	—	—	A	
<i>Large</i>	A	A	P	A	—	—	—	

Table 17.32.020-1: Use Regulations – Mixed-Use Zones

Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCM-U	NMU	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>								
Single-Room Occupancy	—	C	—	—	C	—	—	See Section 17.84.340, Single Room Occupancy Units
Commercial Uses								
Adult Businesses	—	—	—	—	C	—	—	See Section 17.84.040, Adult Businesses
Animal Care, Sales and Services								
<i>Animal Boarding Kennel/Pet Day Care</i>	C	C	C	—	C	C	—	
<i>Grooming</i>	P	P	P	P	P	P	A	
<i>Pet Store</i>	P	P	P	P	P	P	P	
<i>Veterinary Services</i>	P	P	P	P	—	P	A	
Automobile/Vehicle Sales and Services								
<i>Automobile Rental Office</i>	P	P	P	P	P	P	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Sales and Leasing, New</i>	A ³	A ³	A ³	—	—	—	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Service and Repair, Major</i>	—	C	C	—	C	—	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Service and Repair, Minor</i>	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	A	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Farm/Agricultural Equipment Sales, Service and Rental</i>	P	P	P	A	P	—	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Fueling Station</i>	C ⁵	C ⁵	C ⁵	—	—	C ⁵	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Large Vehicle and Equipment Sales, Service and Rental</i>	—	—	—	—	C	—	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses

Division II: Zone Regulations

Table 17.32.020-1: Use Regulations – Mixed-Use Zones								
Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCM-U	NMU	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>								
<i>Washing (Full Service)</i>	—	C ⁶	—	—	—	—	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Washing (Self-Serve)</i>	A ⁶	A ⁶	A ⁶	—	A ⁶	C ⁶	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
Banks and Financial Institution								
<i>Bank and Savings and Loan</i>	P	P	P	P	—	P	P	
<i>Non-Traditional Financial Institution</i>	A	A	—	—	—	A	—	See Section 17.84.260, Non-Traditional Financial Institutions
Business and Communication Services								
<i>General Business Services</i>	P	P	P	P	P	P	P	
<i>Printing and Copy Services</i>	P	P	P	P	P	P	P	
Drive-Through Facility								
<i>Drive-Through, Food Establishment</i>	—	—	—	—	—	C	—	See Section 17.84.160, Drive-Through Establishments
<i>Drive-Through, Limited</i>	C	—	—	—	—	C	—	See Section 17.84.160, Drive-Through Establishments
Eating and Drinking Establishments								
<i>Bar/Night Club/Lounge</i>	C	C	C	C	C	C	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Brewpub</i>	A	A	A	A	A	A	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Microbrewery</i>	A	A	A	A	A	A	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Micro-Distillery</i>	A	A	A	A	A	C	—	See Section 17.84.060, Alcoholic Beverage Sales

Table 17.32.020-1: Use Regulations – Mixed-Use Zones

Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCM-U	NMU	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>								
<i>Restaurant, Full Service</i>	P	P	P	P	P	P	P	
<i>Restaurant, Limited Counter Service/Fast Casual Food</i>	P	P	P	P	P	P	P	
<i>Tasting Room</i>	P	P	P	P	P	P	P	See Section 17.84.060, Alcoholic Beverage Sales
<i>Funeral and Internment Service</i>	—	P	P	—	—	—	—	
<i>Hookah Lounge</i>	C	C	—	—	—	—	—	See Section 17.84.210, Hookah Lounges
Lodging								
<i>Bed and Breakfast</i>	A	A	—	A	—	—	A	See Section 17.84.100, Bed and Breakfast Lodging
<i>Boarding House</i>	A	A	—	A	—	—	—	
<i>Hotel and Motel</i>	A	A	—	A	—	A	—	
<i>RV Park Resort</i>	—	—	—	—	C	—	—	See Section 17.84.240, Manufactured Home Parks, RV/Trailer Parks, and Manufactured Buildings
<i>Short-Term Rental</i>	C	C	—	—	—	—	—	See Section 17.84.330, Short-Term Rental
<i>Maintenance and Repair Services</i>	P	P	P	P	P	P	P	
Office Uses								
<i>Business, Professional, and Technology</i>	P	P	P	P	P	P	P	
<i>Medical and Dental Offices</i>	P	P	P	P	P	P	P	
Personal Services								
<i>General Personal Services</i>	P	P	P	P	P	P	P	See Section 17.84.290, Personal Services

Division II: Zone Regulations

Table 17.32.020-1: Use Regulations – Mixed-Use Zones

Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCM-U	NMU	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>								
<i>Instructional Services</i>	P	P	P	P	P	P	P	See Section 17.84.290, Personal Services
<i>Massage Establishments</i>	A	A	C	C	—	A	C	See Section 17.84.290, Personal Services
<i>Tattoo/Body Modification Parlor</i>	A	A	A	A	A	A	C	See Section 17.84.290, Personal Services
Recreation, Fitness, and Entertainment								
<i>Cinema/Theaters</i>	—	—	—	—	—	—	—	
<i>Indoor Entertainment Facility</i>	P	P	P	A	A	A	A	
<i>Indoor Sports and Recreation, Large-Scale</i>	A	A	C	—	C	A	—	
<i>Indoor Sports and Recreation, Small-Scale</i>	P	P	P	P	A	P	P	
<i>Outdoor Sports and Recreation</i>	—	—	—	A	A	—	—	
Retail								
<i>Artisan Shop</i>	P	P	P	P	P	P	P	
<i>Convenience/Small Grocery Market</i>	P	P	P	P	P	P	P	See Section 17.84.020, Accessory Uses and Section 17.84.060, Alcoholic Beverage Sales
<i>Firearm Sales and Servicing</i>	A	A	A	A	A	A	—	See Section 17.84.180, Firearms Sales
<i>General Retail Sales</i>	P	P	P	P	P	P	P	
<i>Grocery Store</i>	P	P	P	A	A	P	P	
<i>Liquor Sales as Primary Use</i>	C	C	C	C	C	C	C	
<i>Liquor Sales as Accessory Use, Small</i>	A	A	A	C	C	A	A	See Section 17.84.020, Accessory Uses and Section 17.84.060, Alcoholic Beverage Sales

Table 17.32.020-1: Use Regulations – Mixed-Use Zones

Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCM-U	NMU	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>								
<i>Liquor Sales as Accessory Use, Large</i>	A	A	A	C	C	A	—	See Section 17.84.020, Accessory Uses and Section 17.84.060, Alcoholic Beverage Sales
<i>Nursery and Garden Center</i>	P	P	P	A	P	P	P	
<i>Pawn Shop</i>	A	A	A	—	A	—	—	
<i>Secondhand/Consignment Store</i>	P	P	P	P	—	P	P	
<i>Smoke Shop</i>	A	A	—	—	A	—	—	See Section 17.84.350, Smoke Shops
Public/Institutional Uses								
College and Trade School	P	P	P	P	P	P	—	
Community and Religious Assembly	A	A	A	A	A	A	A	
Community Garden	—	—	A	A	—	—	A	See Section 17.84.130, Community Gardens
Cultural Facility	P ⁷	P ⁷	P	P ⁷	P ⁷	—	P ⁷	
Day Care Center	A	A	A	C	C	A	A	See Section 17.84.150, Day Care Centers, Family Day cares and Residential Care Facilities
Emergency Shelter	P	P	P	P	P	P	—	See Section 17.84.170, Emergency Shelters, Daytime Service Facilities, and Low Barrier Navigation Centers
Government Buildings	P	P	P	P	—	P	—	
Hospitals and Clinics								
<i>Hospital</i>	C	C	C	—	—	—	—	
<i>Skilled Nursing Facility</i>	A	A	A	A	—	—	—	
<i>Clinic</i>	A	A	A	A	—	A	A	

Table 17.32.020-1: Use Regulations – Mixed-Use Zones								
Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCM U	NMU	Additional Regulations
“P” = Permitted; “A” = Zoning Administrator Permit (ZAP) required; “C” = Conditional Use Permit (CUP) required; “—” = Not Allowed								
Park and Recreation Facility, Public	P	P	—	P	A	P	—	
Parking Facilities (privately-owned)	—	C	—	—	C	—	—	
School	—	C	—	C	—	C	—	
Social Service Centers/Daytime Service Facility	C	C	A	—	C	—	—	See Section 17.84.170, Emergency Shelters, Daytime Service Facilities, and Low Barrier Navigation Centers
Industrial Uses								
Agricultural Production, Light	—	—	A	—	A	—	—	
Artisan/Small-Scale Manufacturing	P	P	P	P	P	—	—	
Artist’s Studio	P	P	P	P	P	P	P	
Building Materials and Supply	A	A	A	A	A	A	—	
Food and Beverage Manufacturing								
Small Scale	A	A	A	—	P	A	—	
Large Scale	—	—	—	—	P	—	—	
Food Preparation	P	P	P	P	P	P	A	
Industrial, Light	—	A	A	—	P ⁸	—	—	
Recycling Facilities								
Reverse Vending Machine	A	A	A	A	A	A	—	
Research and Development	P/A ⁹	P/A ⁹	P/A ⁹	P/A ⁹	P	P/A ⁹	—	
Storage Yard	—	P ¹⁰	P ¹⁰	—	P ¹⁰	—	—	See Section 17.70.040 Outdoor Storage Areas, Section 17.84.020 Accessory Uses, and Subsection 17.64.100.B Truck Storage

Table 17.32.020-1: Use Regulations – Mixed-Use Zones

Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCM-U	NMU	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>								
Warehousing, Storage, Logistics, and Distribution								
<i>Indoor Warehousing and Storage</i>	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	—	—	See Section 17.84.020, Accessory Uses
<i>Logistics and Distribution</i>	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	—	—	See Section 17.84.020, Accessory Uses
<i>Chemical or Mineral Storage</i>	—	—	—	—	—	—	—	
<i>Personal Storage Warehouse Facility</i>	—	—	—	—	—	—	—	See Section 17.84.300, Personal Storage Facilities
Transportation, Communications, and Utilities								
Communication Facilities								
<i>Antennas and Transmission Towers</i>	See Section 17.84.360, Telecommunication Facilities							
<i>Equipment within Buildings</i>	See Chapter 17.84, Telecommunication Facilities							
Emergency Services	P	P	P	P	P	P	P	
Transportation Passenger Facility	—	C	—	C	—	—	—	
Cannabis Uses								
Indoor Personal Cannabis Cultivation	P	P	P	P	P	—	—	See Section 17.84.280, Personal Cultivation of Cannabis
Cannabis Retail	C	C	C	C	C	C	C	See Section 17.84.120, Commercial Cannabis Businesses
Temporary/Other Uses								
Farmers Market	P	P	P	P	—	P	P	See Section 17.84.370, Temporary Uses
Mobile Vendor	See Section 17.84.250, Mobile Vendors					—	—	
Swap Market/Flea Market	—	C	—	C	—	—	—	See Section 17.84.370, Temporary Uses

Notes:

1. Residential uses are allowed only on the south side of Kentucky Avenue unless part of an adopted Specific Plan.

Table 17.32.020-1: Use Regulations – Mixed-Use Zones

Use Classification	CMU-WM	CMU-E	CMU-K	CMU-A	CMU-F	CCMU	NMU	Additional Regulations
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"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed

2. Residential not permitted on the ground floor facing Main Street.
3. Used Car Sales must be associated with a new car dealership, except for a large format used car dealership. A single use, used car lot is not permitted. See subsection 17.84.090.B, Auto/Vehicles Sales, New and Used.
4. A ZAP is required where adjacent to an R-L, N-P, or R-LM zone.
5. Beer and wine sales associated with a fueling station is subject to a CUP. The sale of hard alcohol is not permitted.
6. Only allowed as an accessory use to a gas station or car dealership, typically on the same parcel. See subsection 17.84.090.D.2.
7. A ZAP is required for establishments greater than 2,000 gross square feet.
8. A ZAP is required for outdoor processing and storage.
9. A ZAP is required for establishments greater than 5,000 gross square feet.
10. May not exceed 5,000 gross square feet. Must be located on the rear half of the lot or screened from view from the right-of-way and must be accessory to a primary use.
11. May not exceed 5,000 gross square feet and must be accessory to a primary use. See Chapter 17.84.020 Accessory Uses.

17.32.030 Development Standards

Table 17.32.030-1, Development Standards – Mixed-Use Zones establishes the development standards for the Mixed-Use zones. Letters refer to subsections that directly follow the table.

Table 17.32.030-1: Development Standards – Mixed-Use Zones

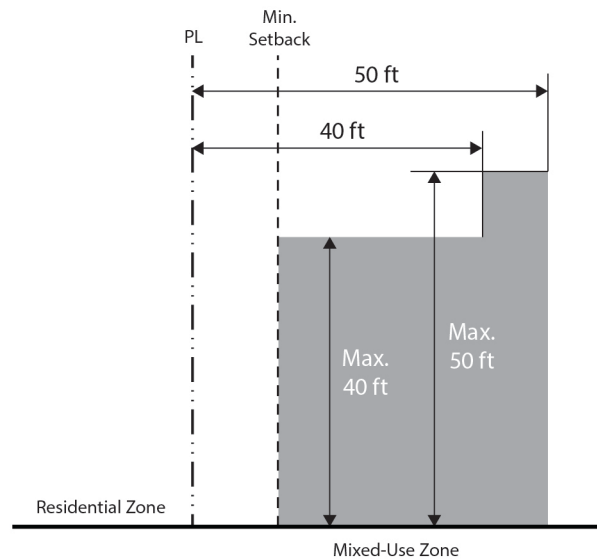
Standard	CMU-WM CMU-E, and CMU-F	CMU-A	CMU-K	CCMU	NMU
Intensity and Lot Standards					
Density (du/ac)	Min. 20, Max. 40	Min. 20, Max. 40	Min. 20, Max. 40	Min. 15, Max. 30	Min. 20, Max. 40
FAR of Residential and Non-residential Combined	0.25-2.0 for single use; 0.5-3.0 for residential mixed use (A)	0.25-2.0 for single use; 0.5-3.0 for residential mixed use (A)	0.25-2.0 for single use; 0.5-3.0 for residential mixed use (A)	0.15-0.7 for single use; 0.5-3.0 for residential mixed use (A)	0.15-0.5
Max. Lot Coverage	70%	70%	60%	60%	60%
Building Form and Placement Standards					
Building Height					
Max. Height	55 ft. (B)	45ft. (B)	55 ft. (B)	55 ft. (B)	45 ft.(B)

Table 17.32.030-1: Development Standards – Mixed-Use Zones

Standard	CMU-WM CMU-E, and CMU-F	CMU-A	CMU-K	CCMU	NMU
Min. Height on Corner Sites	Min. 2 stories required on all corner parcels	—	Min. 2 stories required on all corner parcels	—	—
Minimum Setbacks					
Front	10 ft. (C)(D)	10ft. (C)(D)	10 ft. (C)(D)	15 ft. (C)(D)	20 ft.(D)
Interior Side Setback	0 ft.; where abutting a residential zone, minimum setback is that of the abutting residential zone			5 ft.	5 ft.
Street Side Setback	10 ft. (C)(D)	10 ft. (C)(D)	10 ft. (C)(D)	10 ft. (C)(D)	10 ft.(D)
Rear Setback	0 ft.; where abutting a residential zone, minimum setback is that of the abutting residential zone			10 ft.	10 ft.
Open Space Standards					
Min. Common or Private Open Space (Residential)	48 sq. ft. per unit	48 sq. ft. per unit	48sq. ft. per unit	48 sq. ft. per unit	48 sq. ft. per unit

- A. **Additional FAR.** Additional FAR may be granted for uses that offer significant community benefits. Eligible benefits include but are not limited to the provision of public open space and the promotion of transit accessibility. The additional development capacity and nature of community benefits shall be determined through an Agreement between the City and Applicant.
- B. **Maximum Height Adjacent to Residential Zones.** The maximum height within 40 feet of a Residential zone is limited to 40 feet. The maximum height within 50 feet of a Residential zone is 50 feet. If an adjacent residential use is 40 feet or taller, the maximum height requirement shall be that stated in Table 17.36.030-1 above.

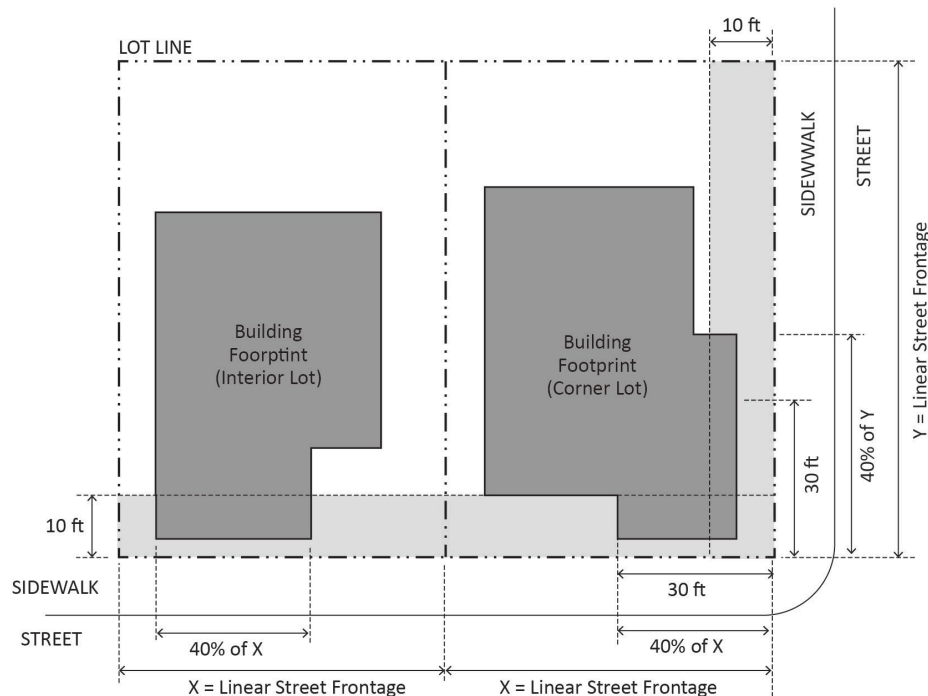
Figure 17.32.030.B-1: Maximum Height Adjacent to Residential Zones



C. **Required Building Location.** The following building location requirements apply in all CMU zones with the exception of the NMU zone:

1. Buildings shall be located within 10 feet of the minimum required front setback line for at least 40 percent of the linear street frontage.
2. Buildings shall be located within 10 feet of the required setback line within 30 feet of the street corner.

Figure 17.32.030.C-1: Required Building Location



3. *Frontage Improvements.* The area between buildings and the property line shall be improved as part of a wider sidewalk, as outdoor dining/seating area, or with landscaping.
 4. *Exceptions.* These requirements may be modified or waived by the Director upon finding that:
 - a. Entry courtyards, plazas, entries, or outdoor eating areas are located adjacent to the property line and buildings are built to the edge of the courtyard, plaza, or dining area; or
 - b. The building incorporates an alternative entrance design that creates a welcoming entry feature facing the street.
- D. **Front Setback Exception.** Where 50 percent or more of the block is developed and has lesser setbacks, the setbacks shall be the average of the two nearest buildings on the same side of the street.

17.32.040 Supplemental Regulations

- A. **Mixed Use, Commercial, and Employment Zones Design Standards.** See Section 17.56.070, Mixed Use, Commercial and Employment Zones Design Standards.
- B. **Citywide Standards.** All development is subject to the provisions of Division III, Citywide Standards.

Chapter 17.36 Commercial Zones

17.36.010 Purpose and Applicability

The purpose of this Chapter is to provide for the development of neighborhood shopping areas where retail business or service establishments supply commodities or perform services to meet the daily needs of the residential neighborhood and commercial uses that are appropriate in the RC-F and RC zones. Additional purposes of each zone are described below.

- A. **Regional Commercial-Flex (RC-F).** The Regional Commercial Flex zone is located near entry access nodes to the community and supports regional commercial uses, light industrial uses, new auto and recreational vehicle sales and service, limited contractor facilities, and other retail uses. The RC-LIF zone implements the Regional Commercial with Light Industrial Flex Overlay General Plan land use designation.
- B. **Regional Commercial (RC).** The Regional Commercial zone is intended to accommodate retail establishments that serve residents and visitors of the region at large. Shopping malls and large format “big-box” retail is allowed, as are supporting uses such as gas stations and hotels, stand-alone professional office buildings, and limited ancillary office spaces. Complementary clusters of retail, healthcare, commercial, recreational and institutional uses also are permitted. The RC zone implements the Regional Commercial General Plan land use designation.

17.36.020 Use Regulations

Table 17.36.020-1, Use Regulations – Commercial Zones, lists the uses permitted, permitted with a staff-level Minor Use Permit, and permitted with a Conditional Use Permit granted at a public hearing. The right-hand column provides references to other sections of this Title where additional regulations are located. Refer to Division V, Chapter 17.144 for Definition of Uses.

Table 17.36.020-1: Use Regulations – Commercial Zones			
Use Classification	RC-F	RC	Additional Regulations
<i>“P” = Permitted; “A” = Zoning Administrator Permit (ZAP) required; “C” = Conditional Use Permit (CUP) required; “—” = Not Allowed</i>			
Commercial Uses			
Animal Care, Sales, and Services			
<i>Animal Boarding Kennel/Pet Day Care</i>	C	—	
<i>Grooming</i>	P	P	
<i>Pet Store</i>	P	P	
<i>Veterinary Services</i>	P	A	
Automobile/Vehicle Sales and Services			
<i>Automobile Rental Office</i>	A	P	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses

Table 17.36.020-1: Use Regulations – Commercial Zones

Use Classification	RC-F	RC	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			
<i>Automobile/Vehicle Sales and Leasing, New</i>	P	P	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Service and Repair, Major</i>	C	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Service and Repair, Minor</i>	A	C	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Farm/Agricultural Equipment Sales, Service and Rental</i>	P	P	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Fueling Station</i>	C ¹	C ¹	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Large Vehicle and Equipment Sales, Service and Rental</i>	A	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Washing (Self-Serve)</i>	A ²	A	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
Banks and Financial Institution			
<i>Bank and Savings and Loan</i>	P	P	
Business and Communication Services			
<i>General Business Services</i>	P	P	
<i>Printing and Copy Services</i>	P	P	
Drive-Through Facility			
<i>Food Establishment</i>	C	C	See Section 17.84.160, Drive-Through Establishments
<i>Limited</i>	C	C	See Section 17.84.160, Drive-Through Establishments
Eating and Drinking Establishments			
<i>Bar/Night Club/Lounge</i>	C	C	See Section 17.84.060, Alcoholic Beverage Sales
<i>Brewpub</i>	A	A	See Section 17.84.060, Alcoholic Beverage Sales
<i>Microbrewery</i>	A	A	See Section 17.84.060, Alcoholic Beverage Sales
<i>Micro-Distillery</i>	A	A	See Section 17.84.060, Alcoholic Beverage Sales
<i>Restaurant, Full Service</i>	P	P	

Division II: Zone Regulations

Table 17.36.020-1: Use Regulations – Commercial Zones			
Use Classification	RC-F	RC	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			
<i>Restaurant, Limited Counter Service/Fast Casual Food</i>	P	P	
<i>Tasting Room</i>	P	P	See Section 17.84.060, Alcoholic Beverage Sales
Funeral and Internment Service	A	—	
Hookah Lounge	C	C	See Section 17.84.210, Hookah Lounge
Lodging			
<i>Hotel and Motel</i>	A	A	
Maintenance and Repair Services	P	P	
Office Uses			
<i>Business, Professional, and Technology</i>	P	P	
<i>Medical and Dental Offices</i>	P	P	
Personal Services			
<i>General Personal Services</i>	P	P	See Section 17.84.290, Personal Services
<i>Instructional Services</i>	P	—	See Section 17.84.290, Personal Services
<i>Massage Establishments</i>	—	C	See Section 17.84.290, Personal Services
<i>Tattoo/Body Modification Parlor</i>	A	A	See Section 17.84.290, Personal Services
Recreation, Fitness, and Entertainment			
<i>Indoor Sports and Recreation, Large-Scale</i>	A	A	
<i>Indoor Sports and Recreation, Small-Scale</i>	P	P	
<i>Outdoor Sports and Recreation Facilities</i>	A	C	See Section 17.64.090, Swimming Pools and Spas
Retail			
<i>Artisan Shop</i>	P	P	
<i>Convenience/Small Grocery Market</i>	P	—	
<i>Grocery Store</i>	A	P	
<i>Firearm Sales and Servicing</i>	A	A	See Section 17.84.180, Firearms Sales
<i>General Retail Sales</i>	P	P	
<i>Large Format Retail Sales</i>	P	P	
<i>Liquor Sales as Primary Use</i>	C	C	
<i>Liquor Sales as Accessory Use, Small</i>	A	A	See Section 17.84.060, Alcoholic Beverage Sales

Table 17.36.020-1: Use Regulations – Commercial Zones

Use Classification	RC-F	RC	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			
<i>Liquor Sales as Accessory Use, Large</i>	A	A	See Section 17.84.060, Alcoholic Beverage Sales
<i>Nursery and Garden Center</i>	P	A	
<i>Secondhand/Consignment Store</i>	P	—	
Public/Institutional Uses			
College and Trade School	A	P	
Community and Religious Assembly	A	A	
Cultural Facility	P	P	
Day Care Center	C	A	See Section 17.84.150, Day Care Centers, Family Day Cares and Residential Care Facilities
Government Buildings	P	P	
Hospitals and Clinics			
<i>Hospital</i>	—	C	
<i>Clinic</i>	A	A	
Park and Recreation Facility, Public	A	P	See Section 17.64.090, Swimming Pools and Spas
Industrial Uses			
Artisan/Small-Scale Manufacturing	P	—	
Artist's Studio	P	—	
Brewery	A	A	
Building Materials and Supply	A	—	
Food and Beverage Manufacturing			
<i>Small Scale</i>	P	—	
<i>Large Scale</i>	P	—	
Food Preparation	P	—	
Industrial, Light	P ³	—	
Recycling Facilities			
<i>Reverse Vending Machine</i>	A	—	
Research and Development	P ⁴	P ⁴	See Section 17.84.020 Accessory Uses
Storage Yard	P ⁵	—	See Chapter 17.70, Screening Standards; Section 17.64.100 Vehicle/Truck Parking

Table 17.36.020-1: Use Regulations – Commercial Zones			
Use Classification	RC-F	RC	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			
			and Storage; and Section 17.84.020 Accessory Uses
Warehousing, Storage, Logistics and Distribution			
<i>Chemical or Mineral Storage</i>	C	—	
<i>Indoor Warehousing and Storage</i>	P ⁶	—	See Section 17.84.020 Accessory Uses
<i>Logistics and Distribution</i>	P ⁶	—	See Section 17.84.020 Accessory Uses
<i>Personal Storage Facility</i>	—	—	
Wholesale Nursery and Garden Center	A	—	
Transportation, Communications, and Utilities			
Communication Facilities			
<i>Antennas and Transmission Towers</i>	See Section 17.84.360, Telecommunication Facilities		
Emergency Services	P	P	
Light Fleet Based Services	A	—	
Public Service, Minor	P	P	
Cannabis Uses			
Cannabis Retail	C	—	See Section 17.84.120, Commercial Cannabis Businesses
Other Uses			
Mobile Vendor	See Chapter 17.84, Mobile Vendors		
Swap Market/Flea Market	C	—	See Section 17.84.370, Temporary Uses

Notes:

1. Liquor sales associated with a fueling station is subject to a CUP. The sale of hard alcohol is not permitted.
2. Only allowed as an accessory use to a gas station or car dealership, typically on the same parcel. See Section 17.84.090.D.2.
3. A ZAP is required for outdoor processing and storage.
4. A ZAP is required for establishments greater than 10,000 gross square feet.
5. Must be located on the rear half of the lot or screened from view from the right-of-way and must be accessory to a primary use.
6. Outdoor pallet storage is prohibited, except as an accessory use in support of an existing business. Pallets must be stored below the fence line or otherwise screened from public view.

17.36.030 Development Standards

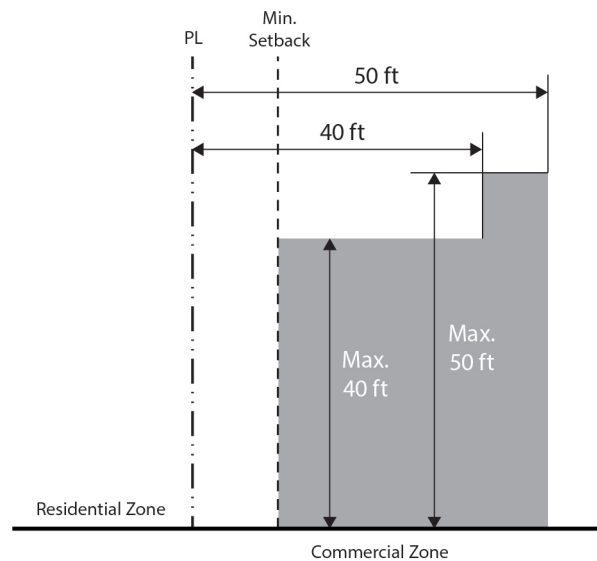
Table 17.36.030-1, Development Standards – Commercial Zones, establishes the development standards for the Commercial zones. Letters refer to subsections that directly follow the table.

Table 17.36.030-1: Development Standards– Commercial Zones

Standard	RC-F	RC
Floor Area Ratio (FAR)	0.15 – 0.7 (A)	0.15 – 0.7 (A)
Lot Coverage	Max. 70%	Max. 70%
Building Height	Max. 65 ft. (B)	Max. 65 ft. (B)
Minimum Setbacks		
<i>Front</i>	15 ft. (C)	15 ft. (C)
<i>Street Side</i>	10 ft.	10 ft.
<i>Interior Side</i>	Min. 0 ft.; where abutting a residential zone, minimum setback is equal to that of the residential zone	
<i>Rear</i>	Min. 0 ft.; where abutting a residential zone, minimum setback is equal to that of the residential zone	
<i>Surface Parking, from any Street-Facing Property Line</i>	Min. 12 ft.	Min. 12 ft.
Common Usable Open Space for Employees	For employment uses over 50,000 sq ft, min. 5 sq. ft. per 1,000 sq. ft, up to 1,500 sq. ft. This space need not be publicly accessible.	

- A. **Additional FAR.** Additional FAR may be granted for uses that include an upper-story office, lodging or service use.
1. A total of 1.2 FAR may be achieved with a Tier 2 ZAP.
 2. A total of 1.5 FAR may be achieved with a CUP.
- B. **Maximum Height Adjacent to Residential Zones.** The maximum height within 40 feet of a Residential zone is limited to 40 feet. The maximum height within 50 feet of a Residential zone is 50 feet. If an adjacent residential use is 40 feet or taller, the maximum height requirement shall be that stated in Table 17.36.030-1 above.

Figure 17.36.030.B-1: Maximum Height Adjacent to Residential Zones



- C. **Front Setback Exception.** Where 50 percent or more of the block is developed and has lesser setbacks, the setbacks shall be average of the two nearest buildings on the same side of the street.

17.36.040 Supplemental Regulations

- A. **Mixed Use, Commercial, and Employment Zones Design Standards.** See Section 17.56.070, Mixed Use, Commercial and Employment Zones Design Standards.
- B. **Citywide Standards.** All development is subject to the provisions of Division III, Citywide Standards.

Chapter 17.40 Employment Zones

17.40.010 Purpose and Applicability

The purpose of this Chapter is to encourage sound industrial development by providing areas exclusively for such development subject to regulations necessary to insure the protection of adjoining uses. Additional purposes of each zone are described below.

- A. **Industrial Flex (IF).** The Industrial Light zone provides for a mix of research and development and limited, artisan/small-scale manufacturing uses, including multi-tenant spaces with offices, contractor's storage, agricultural processing, food producers, industrial technology, and other sensitive processing regulated by specific performance standards. Larger and more intensive uses that may create odors, particulates, dust, vibration, etc. are restricted and, in the case of general industrial uses with outdoor facilities, are not allowed. The zone provides a transition between more intensive industrial uses and urban mixed-use environments, with the intent of minimizing conflicts with sensitive uses. The IL zone implements the Industrial with Light Industrial Flex Overlay General Plan land use designation.
- B. **Industrial General (IG).** The Industrial General zone encourages sound industrial development by providing areas exclusively for such development. The zone supports light, medium, and heavy industrial uses, including manufacturing, processing, refining and similar uses including those with outdoor facilities. It also provides for warehousing, distribution, and logistics uses with supporting commercial services and office space. Uses in the IG zone are subject to regulations necessary to insure the protection of adjoining uses. The IG zone implements the Industrial General Plan land use designation.

17.40.020 Use Regulations

- A. **Permitted Uses.** Table 17.40.020-1, Use Regulations – Employment Zones, lists the uses permitted, permitted with a staff-level Zoning Administrator Permit, and permitted with a Conditional Use Permit granted at a public hearing. The right-hand column provides references to other Sections of this Title where additional regulations are located. Refer to Division V, Chapter 17.144 for Definition of Uses.
- B. **Prohibited Uses.** Prohibited uses include those uses not listed Table 17.40.020-1; uses shown as not permitted in Table 17.40.020-1; and the following uses:
 - 1. Pallet storage as a primary use.
 - 2. Freight storage yard as a primary use.
 - 3. Salvage impound tow, either as a primary or accessory use.
 - 4. Personal storage facilities, either as a primary or accessory use.
 - 5. Personal storage warehouse either as a primary or accessory use.

Division II: Zone Regulations

Table 17.40.020-1: Use Regulations – Employment Zones			
Use Classification	IF	IG	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			
Commercial Uses			
Adult Businesses	C	—	
Animal Care, Sales and Services			
<i>Animal Boarding Kennel/Pet Day Care</i>	A	A	
<i>Grooming</i>	A	—	
<i>Pet Store</i>	A	—	
<i>Veterinary Services</i>	A	—	
Automobile/Vehicle Sales and Services			
<i>Automobile Rental Office</i>	A	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Sales and Leasing, New</i>	A	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Service and Repair, Major</i>	C	A	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Automobile/Vehicle Service and Repair, Minor</i>	A	A	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Farm/Agricultural Equipment Sales, Service and Rental</i>	A	P	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Fueling Station</i>	C ¹	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Large Vehicle and Equipment Sales, Service and Rental</i>	A ²	P	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Tire Retreading and Capping</i>	—	C	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
<i>Washing (Self-Serve)</i>	A ³	—	See Section 17.84.090, Automobile/Vehicle Sales and Service Uses
Business and Communication Services			

Table 17.40.020-1: Use Regulations – Employment Zones

Use Classification	IF	IG	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			
<i>General Business Services</i>	P	—	
<i>Printing and Copy Services</i>	P	—	
Eating and Drinking Establishments			
<i>Bar/Night Club/Lounge</i>	C	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Brewpub</i>	C	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Microbrewery</i>	C	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Micro-Distillery</i>	C	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Restaurant, Full Service</i>	A	—	See Section 17.84.060, Alcoholic Beverage Sales
<i>Restaurant, Limited Counter Service/Fast Casual Food</i>	P	P	
<i>Tasting Room</i>	A	A	See Section 17.84.060, Alcoholic Beverage Sales
Funeral and Internment Service	A	C	
Maintenance and Repair Services	P	P	
Office Uses			
<i>Business, Professional, and Technology</i>	P	P ⁴	
Recreation, Fitness, and Entertainment			
<i>Indoor Sports and Recreation, Large-Scale</i>	C	C	
<i>Indoor Sports and Recreation, Small-Scale</i>	C	C	
<i>Outdoor Sports and Recreation Facility</i>	A	—	
Retail			
<i>Artisan Shop</i>	P	A	
<i>Convenience/Small Grocery Market</i>	P	—	
<i>General Retail Sales</i>	P ⁴	P ⁴	
<i>Nursery and Garden Center</i>	P	—	
Public/Institutional Uses			
Community and Religious Assembly	A	—	
Cultural Facility	A	—	

Table 17.40.020-1: Use Regulations – Employment Zones			
Use Classification	IF	IG	Additional Regulations
<i>“P” = Permitted; “A” = Zoning Administrator Permit (ZAP) required; “C” = Conditional Use Permit (CUP) required; “—” = Not Allowed</i>			
Day Care Center	C	—	See Section 17.84.150, Day Care Centers, Family Day Cares and Residential Care Facilities
Emergency Shelter	—	C	See Section 17.84.170, Emergency Shelters, Daytime Service Facilities, and Low Barrier Navigation Centers
Government Buildings	P	—	
Park and Recreation Facility, Public	A	—	
Parking Facilities (privately-owned)	—	A	
Social Service Centers/Daytime Service Facility	—	C	See Section 17.84.170, Emergency Shelters, Daytime Service Facilities, and Low Barrier Navigation Centers
Industrial Uses			
Agricultural Production, Light	P	P	See Section 17.84.050, Agricultural Production, Light
Artisan/Small-Scale Manufacturing	P	—	
Artist’s Studio	P	—	
Brewery	C	C	
Building Materials and Supply	P	P	
Crematorium	—	C	See Section 17.84.140, Crematorium
Food and Beverage Manufacturing			
<i>Small Scale</i>	P	P	
<i>Large Scale</i>	P	P	
Food Preparation	P	A	
Hazardous Waste Management Facilities	—	C	See Section 17.84.190, Hazardous Waste Management Facilities
Laundry and Dry-Cleaning Plants	A	A	
Industrial, Heavy	—	A	
Industrial, Light	P ⁵	P	
Industrial, Medium	A	P	
Recycling Facilities			
<i>Collection</i>	—	C	See Section 17.84.310, Recycling Collection Facilities

Table 17.40.020-1: Use Regulations – Employment Zones

Use Classification	IF	IG	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			
<i>Processing</i>	—	C	
<i>Reverse Vending Machine</i>	A	—	
Research and Development	P	P	
Storage Yard	P ^{6, 7}	P ^{6, 7}	See Chapter 17.70, Screening Standards; Section 17.64.100, Vehicle/Truck Parking and Storage; and Section 17.84.020, Accessory Uses
Vehicle Impound and Tow Yard	—	—	
Warehousing, Storage, Logistics and Distribution			
<i>Chemical or Mineral Storage</i>	—	C ⁶	
<i>Indoor Warehousing and Storage</i>	C ⁶	C ⁶	
<i>Logistics and Distribution</i>	P ⁴	P	
<i>Personal Storage Facility</i>	—	—	
Wholesale Nursery and Garden Center	A	A	
Transportation, Communications, and Utilities			
Communication Facilities			
<i>Antennas and Transmission Towers</i>	See Section 17.84.360, Telecommunication Facilities		
<i>Equipment within Buildings</i>	See Section 17.84.360, Telecommunication Facilities		
Emergency Services	P	—	
Heliport	—	C	
Light Fleet Based Services	A	A	
Public Service, Major	P	C	
Public Service, Minor	P	P	
Cannabis Uses			
Cannabis Manufacturing, Volatile and Non-Volatile	C	C	See Section 17.84.120, Commercial Cannabis Businesses
Cannabis Testing, Research and Development	C	C	See Section 17.84.120, Commercial Cannabis Businesses
Cannabis Distribution	C	C	See Section 17.84.120, Commercial Cannabis Businesses
Other Uses			
Mobile Vendor	See Section 17.84.250, Mobile Vendors		

Table 17.40.020-1: Use Regulations – Employment Zones

Use Classification	IF	IG	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>			

Notes:

1. Beer and wine sales associated with a fueling station is subject to a CUP. The sale of hard alcohol is not permitted.
2. Not permitted on properties facing Main Street or adjacent to a Main Street-facing property.
3. Only allowed as an accessory use to a gas station or car dealership, typically on the same parcel. See Section 17.84.090.D.2.
4. Permitted as accessory use only and shall not exceed 20% percent of the site area. Greater percentage subject to ZAP and not more than 50% of the site.
5. A ZAP is required for outdoor processing and storage.
6. Must be located on the rear half of the lot or screened from view from the right-of-way and must be accessory to a primary use.
7. Outdoor pallet storage is prohibited, except as an accessory use in support of an existing business. Pallets must be stored below the fence line or otherwise screened from public view.

17.40.030 Development Standards

Table 17.40.030-1, Development Standards – Employment Zones, establishes the development standards for the Employment Zones.

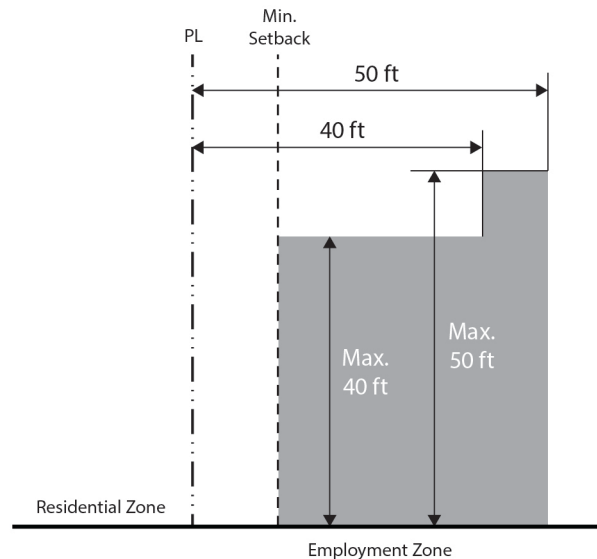
Table 17.40.030-1: Development Standards – Employment Zones

Standard	IF	IG
Max. Lot Coverage (Percent)	70%	70%
Max. Building Height (feet)	55 ft. (A)	65 ft. (A)(B)
Min. Ground Floor Height, Finish Floor to Finish Floor (ft)	12	None
Minimum Setbacks		
<i>Front</i>	15 ft. (C)	20 ft. (C)
<i>Street Side</i>	15 ft.	20 ft.
<i>Interior Side</i>	5 ft.; 15 ft. abutting an R-L, N-P or R-LM zone	0 ft.
<i>Rear</i>	0 ft.; 10 ft. when abutting an R-L, N-P or R-LM zone	0 ft
Common Usable Open Space	For employment uses over 50,000 sq ft, min. 5 sq. ft. per 1,000 sq. ft, up to 1,500 sq. ft. This space need not be publicly accessible.	

- A. **Maximum Height Adjacent to Residential Zones.** The maximum height within 40 feet of a Residential zone is limited to 40 feet. The maximum height within 50 feet of a Residential zone

is 50 feet. If an adjacent residential use is 40 feet or taller, the maximum height requirement shall be that stated in Table 17.40.030 above.

Figure 17.40.030.A-1: Maximum Height Adjacent to Residential Zones



- B. **Height Exceptions.** Maximum height may be increased for agricultural related facilities such as grain siloes or towers. Other height exemptions may be granted through a CUP, unless otherwise permitted subject to Section 17.08.030 Rules of Measurement.
- C. **Setback Exceptions.** Where 50 percent or more of the block is developed and has lesser setbacks, the setbacks shall be average of the two nearest buildings on the same side of the street.

17.40.040 Supplemental Regulations

- A. **Mixed Use, Commercial, and Employment Zones Design Standards.** See Section 17.56.070.
- B. **Citywide Standards.** All development is subject to the provisions of Division III, Citywide Standards.

Chapter 17.44 Public and Open Space

17.44.010 Purpose and Applicability

The purpose of this Chapter is to provide civic spaces throughout the city to properly serve the needs of residents and provide open space to recreate and conserve natural habitats. Additional purposes of each zone are described below.

- A. **Open Space (OS).** The Open Space zone provides for public parks, agricultural uses, outdoor recreational and equestrian uses, habitat protection, irrigation canals, reservoirs, watershed management, and natural recreation viewing areas typically limited for human occupation due to public health and safety hazards or areas containing wildlife habitat and other environmentally-sensitive features. The OS zone implements the Open Space General Plan land use designation.
- B. **Public Facilities/Institutional (PF).** The PF zone provides for public and quasi-public facilities such as colleges, schools, hospitals, penal institutions, libraries, museums, government offices and courts, places of worship, meeting halls, cemeteries and mausoleums, and similar uses. It also includes public facilities such as fire and police stations, recycling centers, and wastewater treatment. The PF zone implements the Public/Quasi Public General Plan land use designation.
- C. **Flood Study Area (FSA).** The Flood Study Area zone is applied to areas restricted from urban development due to health and safety concerns related to flood risk, or because the property falls within a likely future flood project improvement area. Allowed uses include open space, as well as low-intensity agriculture or recreational uses. Generally, land uses that require extensive capital improvements or permanent infrastructure improvements shall be prohibited, except for improvements related to flood protection and control. Existing structures and business operations in areas designated as Flood Study Area Zone may remain but may not expand. The FSA zone implements Flood Study Area General Plan land use designation.

17.44.020 Use Regulations

Table 17.44.020, Use Regulations – Public and Open Space Zones, lists the uses permitted, permitted with a staff-level Minor Use Permit, and permitted with a Conditional Use Permit granted at a public hearing. The right-hand column provides references to other sections of this Title where additional regulations are located. Refer to Division V, Chapter 17.144 for Definition of Uses.

Table 17.44.020: Use Regulations – Public and Open Space Zones

Use Classification	PF	OS	FSA	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>				
Commercial Uses				
Cemetery	C	C	—	
Lodging				

Table 17.44.020: Use Regulations – Public and Open Space Zones

Use Classification	PF	OS	FSA	Additional Regulations
<i>"P" = Permitted; "A" = Zoning Administrator Permit (ZAP) required; "C" = Conditional Use Permit (CUP) required; "—" = Not Allowed</i>				
<i>RV Park Resort</i>	C	—	—	See Section 17.84.240, Manufactured Home Parks, RV/Trailer Parks, and Manufactured Buildings
Recreation, Fitness and Entertainment				
<i>Indoor Sports and Recreation, Large-Scale</i>	A	—	—	
<i>Outdoor Sports and Recreation Facility</i>	A	A	—	See Section 17.64.090, Swimming Pools and Spas
Public/Institutional Uses				
College and Trade School	P	—	—	
Community and Religious Assembly	A	—	—	
Community Garden	A	C	—	See Section 17.84.130, Community Gardens
Cultural Facility	P	C	—	
Day Care Center	C	—	—	See Chapter 17.84, Day Care Centers, Family Day Cares and Residential Care Facilities
Government Buildings	P	C	—	
Hospitals and Clinics				
<i>Hospital</i>	C	—	—	
<i>Clinic</i>	P	—	—	
Park and Recreation Facility, Public	P	P	C	See Section 17.64.090, Swimming Pools and Spas
School	P	—	—	
Social Service Centers/Daytime Service Facility	A	—	—	See Section 17.84.170, Emergency Shelters, Daytime Service Facilities, and Low Barrier Navigation Centers
Industrial Uses				
Agricultural Production, Light	—	C	C	See Section 17.84.050, Agricultural Production, Light
Transportation, Communications, and Utilities				
Heliport	C	C	—	
Public Services, Minor	P	—	—	
Transportation Passenger Facility	P	—	—	

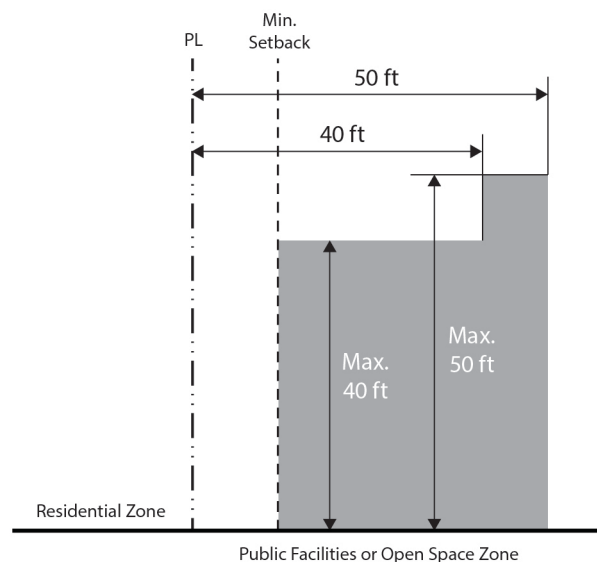
17.44.030 Development Standards

Table 17.44.030-1, Development Standards – Public Facilities and Open Space Zones, establishes the development standards for the PF, OS, and FSA zones. The numbers in each illustration below refer to corresponding regulations in the table. Letters refer to subsections that directly follow the table.

Table 17.44.030-1: Development Standards – Public Facilities and Open Space Zones			
Standard	PF	OS	FSA
Max. Lot Coverage	None	10%	(A)
Max. Building Height	55 ft. (B)	30 ft.	(A)
Minimum Setbacks			
Front	20 ft.	35 ft.	(A)
Street Side	20 ft.	20 ft.	(A)
Interior Side	10 ft.	10 ft.	(A)
Rear	20 ft.	40 ft.	(A)

- A. Existing structures and business operations may remain but may not expand.
- B. **Maximum Height Adjacent to Residential Zones.** The maximum height within 40 feet of a Residential zone is limited to 40 feet. The maximum height within 50 feet of a Residential zone is 50 feet. If an adjacent residential use is 40 feet or taller, the maximum height requirement shall be that stated in Table 17.48.030 above.

Figure 17.44.030.B-1: Maximum Height Adjacent to Residential Zones



17.44.040 **Supplemental Regulations**

- A. **Public Facilities and Open Space Zones Design Standards.** See Section 17.56.080, Public Facilities and Open Space Zones Design Standards.
- B. **General Design Standards.** All development is subject to the provisions of Division III, Citywide Standards.

Chapter 17.48 Planned Development

17.48.010 Purpose

The purpose of a Planned Development (PD) zone is to afford maximum flexibility and diversity in site planning and building design and layout while protecting the integrity and character of the residential, commercial, and industrial areas of the city.

17.48.020 Applicability

Upon adoption, the PD zone designation supersedes the prior base zone and any applicable overlays.

17.48.030 Procedures

- A. The procedures for review and adoption of a PD and amendment of the Zoning Map to reflect the PD are established in Chapter 17.112, Planned Development (PD).
- B. Each PD will be assigned a number by the City. The standards associated with the PD will be recorded in the assigned numbered PD.

Chapter 17.52 Specific Plans

17.52.010 Purpose

The purpose of this Chapter is to identify all adopted Specific Plans that apply in the City of Woodland and reference the regulations that apply.

17.52.020 Applicability

Once adopted, a Specific Plan shall govern all use and development of properties within the bounds of that Specific Plan.

- A. No discretionary entitlement applications or other permits may be approved, adopted, or amended within an area covered by a Specific Plan, unless found to be consistent with the adopted Specific Plan.
- B. Where a Specific Plan is silent regarding development standards, the Director shall have the authority to determine which provisions of this Ordinance apply to the Specific Plan area.

17.52.030 Adopted Specific Plans

The following is a list of the City's adopted Specific Plans. Each Specific Plan area is mapped on the official Zoning Map.

- A. **Spring Lake Specific Plan.** See the Spring Lake Specific Plan on file with the City of Woodland.
- B. New Specific Plans to be added as needed.

Chapter 17.56 Building and Site Design Standards

17.56.010 General Design Standards

A. **Durability of Materials.**

1. Exterior finish materials shall have an expected lifespan of no less than 30 years.
2. Exterior timber shall be protected from decay by stain and sealant.
3. Exterior ferrous metals shall be protected from corrosion either through the use of galvanized, stainless, or weathering steel.

B. **Shade and Cooling Requirements.** New development shall incorporate at least two of the following thermal design measures:

1. "Cool" surfacing materials and roofs with high reflectivity values.
2. Adequate openings and interior ventilation, as well as ventilation corridors between buildings and public spaces.
3. A combination of building placement, vegetation and structural shade features to provide heat mitigation and improve human thermal comfort. Structural shade features may include ramadas, pergolas, and canvas shades and other built structures can provide varying shade amounts.
4. Fixed overhangs over all south facing windows in combination with window coverings on south and west exposures.
5. Building orientation, including the incorporation of courtyards, to provide shade and passive cooling.
6. On buildings sides with high solar exposure, improvements such as shade screens, window glazing, and less than 50 percent glass on east and west walls.
7. Alternative means to address interior thermal regulation such as installation operable windows to allow cross ventilation, ceiling fans, and alternative heating and cooling systems such as heat pump or on-demand water heating.

17.56.020 Single-Family and Duplex Design Standards

A. **Applicability.** This section applies to single-family and duplex development in all zones.

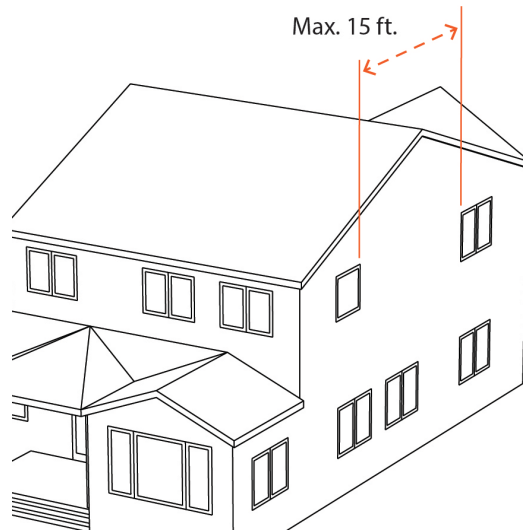
B. **Building Orientation.** All street-facing dwelling units must have the primary entrance facing or within 30 degrees of a public right-of-way or internal walkway.

C. **Façade Articulation.**

1. No building facade may extend in a continuous plane for more than 15 feet without a window or a projection, offset, or recess of the building wall at least one foot in depth.
2. All street-facing facades shall have at least one horizontal or vertical projection or recess at least two feet in depth, for every 25 horizontal feet of wall. Building entrances and front porches may count towards meeting this requirement.

3. Facades facing a right-of-way shall be treated with an equal level of detail and articulation as the front elevation and shall incorporate a minimum of two of the following façade articulation measures:
 - a. At least two high-quality building façade materials that accentuate or correspond to variations in building massing. Building materials may include, but are not limited to wood, glass, brick, metal spandrel, cement board siding, or tile.
 - b. Porticos, awnings, terraces, balconies, or trellises that provide variations in the building plane.
 - c. A break in the façade plane of a minimum of six inches in depth that is applied to at least 10 vertical feet of the façade.
 - d. Other additional architectural enhancements to the first floor of the primary entrance and below so as to create a human scale to the building. Examples include entryway hardscape, door design, handrails, fixed planters, and ornamental details, such as lighting, molding, or tiles.

Figure 17.56.020.C-1: Continuous Wall Planes



D. Architectural Diversity.

1. In order to achieve architectural diversity within residential subdivisions, the following number of unique floor plans and elevations shall be provided:

Table 17.56.020-1: Required Floor Plans for Subdivisions

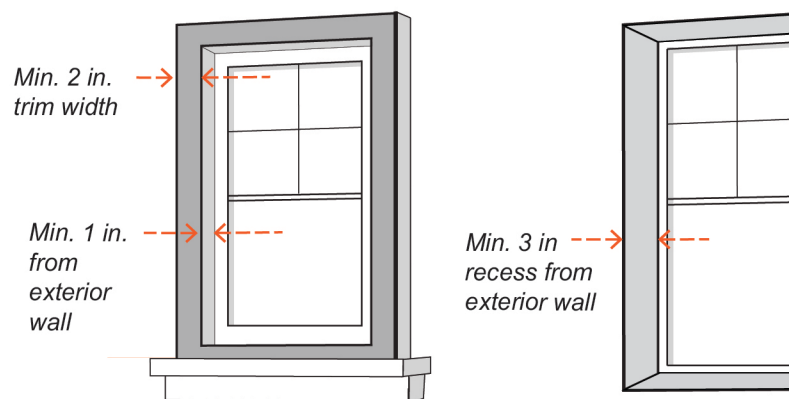
Number of Units	Required Number of Floor Plans	Required Number of Elevations per Plan
<25 units	2 plans	6 elevations (3 per plan)
25-50	3 plans	9 elevations (3 per plan)

Table 17.56.020-1: Required Floor Plans for Subdivisions

Number of Units	Required Number of Floor Plans	Required Number of Elevations per Plan
51-75	3 plans	9 elevations (3 per plan)
76-120	4 plans	12 elevations (3 per plan)
>120	5 plans	15 elevations (3 per plan)

2. Twenty-five percent of all single-family detached units in any new single-family subdivision development that has more than 25 units, shall be single story.
- E. **Roofline.** Roof design must include a minimum of two forms and slopes. Forms may include but are not limited to hips, gables, sheds, dormers, and parapets.
1. **Parapet Length.** Parapet segments may not exceed 25 feet in length without interruption in height or form.
 2. **Pitch.** The pitch of the roof must be 4:12 to 5:12 ratio.
 3. **Eaves.** Where eaves exceed 18 inches in depth, exterior brackets or beams are required.
- F. **Entrance Project or Recess.** Building entrances shall have a roofed projection (such as a porch) or recess with a minimum depth of at least five feet and a minimum area of 30 square feet. Exceptions to this requirement may be approved for alternative designs that create a welcoming entry feature facing the street, such as a trellis or landscaped courtyard entry.
- G. **Windows and Balconies.**
1. Trim at least two inches in width and one inch in depth must be provided around all windows, or windows must be recessed at least three inches from the plane of the surrounding exterior wall.

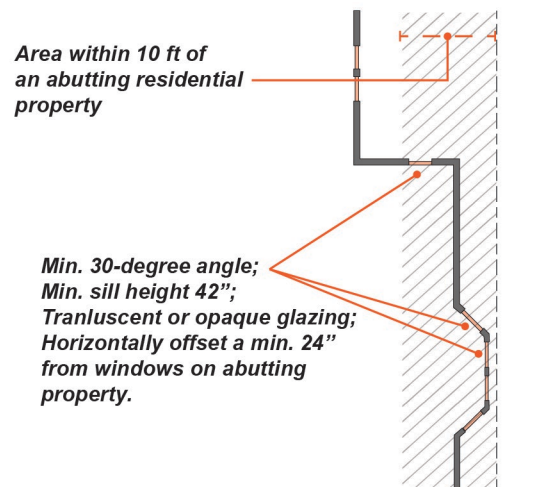
Figure 17.56.020.G-1: Window Design



2. Residential buildings shall incorporate operable windows on all frontages facing streets, pedestrian paths, or shared open spaces.

3. Windows shall be offset to avoid direct sightlines into and from neighboring properties. For upper-story living room, dining room, bedroom, or family room within 10 feet of an abutting residential property, windows must:
 - a. Be a minimum 30 degrees as measured perpendicular to the adjacent side setback line;
 - b. Have a minimum sill height of 42 inches from the finished floor;
 - c. Use permanently translucent or opaque glazing; or
 - d. Be horizontally offset a minimum 24 inches from windows on abutting property

Figure 17.56.020.G-2: Window Placement and Privacy



H. Building Materials.

1. The palette of building materials must be applied to all sides of a building.
2. Every building shall have at least two colors, not including the roof.
3. All material changes shall occur at changes in the building plane.

I. Garages.

1. Garages appearances shall be minimized from the public right-of-way in at least one of the following ways:
 - a. Garages shall be setback a minimum of two feet from the front façade;
 - b. A second story shall project out over a garage; or
 - c. An alternate design technique such as a trellis or balcony over the garage shall be used, as approved by the Director.
2. In projects with multiple single-family or duplex units, a maximum of 40 percent of units may have garages that are flush with or forward of the primary façade.
3. Where an attached garage is forward of the primary façade, usable open space must be provided within the front setback in the amount of 200 square feet or 20 percent

of the required front setback, whichever is less. The open space area shall be delineated by low fencing, landscaping, or hardscape enabling and defining an active outdoor use area.

4. Garage doors shall be recessed a minimum of six inches from the garage door frame.
5. Detached garages and carports shall be designed to include a minimum of one of the following from the main building(s): materials, detailing, roof materials, and colors. Solar panels structures are allowed as roof material for garages or carports.

J. **Universal Design.** For residential projects with at least 10 dwelling units, 10 percent of the units must adhere to the following principles of Universal Design:

1. At least one entrance without steps and a flat threshold.
2. Living space on one floor or stair landings big enough to accept lifts.
3. Wide interior doors (32-inch clear, typically provided with 36-inch door), hallways, and alcoves with 60 by 60-inch turning space at doors, in kitchens, and dead ends.
4. At least one bathroom must be located on the ground level.
5. A 30 by 48-inch clear space at appliances and fixtures in bathrooms and kitchens.

17.56.030 Multi-Unit Design Standards

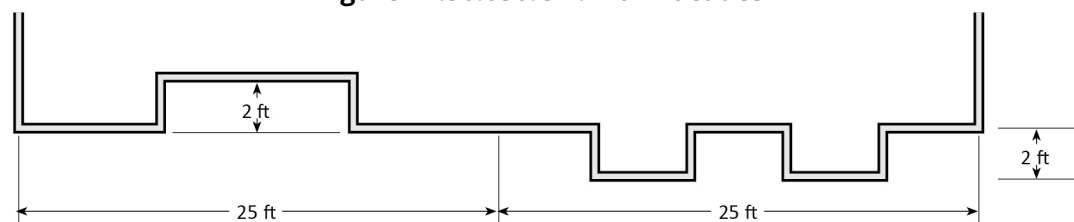
A. **Applicability.** This section applies to multi-unit and residential mixed-use development where at least two-thirds of the floor area is dedicated to residential use, in all zones.

B. **Building Orientation.** All dwelling units must have the primary entrance, either individual or shared, facing a public right-of-way, a paseo/pathway, or a public open space.

C. **Building Design and Articulation.**

1. **Wall Facades.** All street-facing facades shall have at least one horizontal or vertical projection or recess at least two feet in depth, for every 25 horizontal feet of wall. Building entrances and front porches may count towards meeting this requirement.

Figure 17.56.030.C-1: Wall Facades



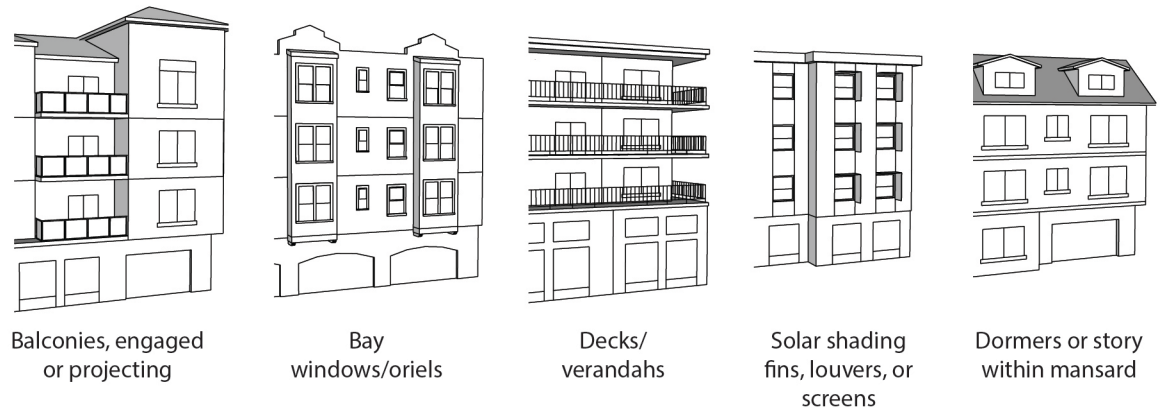
Street-facing facades shall have at least one horizontal projection or recess at least 2 feet, for every 25 linear feet of wall.

2. **Ground Floor vs. Upper Floor.** Buildings over three stories shall provide a ground floor elevation that is distinctive from the upper floors by a change in material, color, accent treatment, projections, recesses, or a change in window patterns along at least 75 percent of the building façade with a frontage upon a street.

3. **Façade Articulation.**

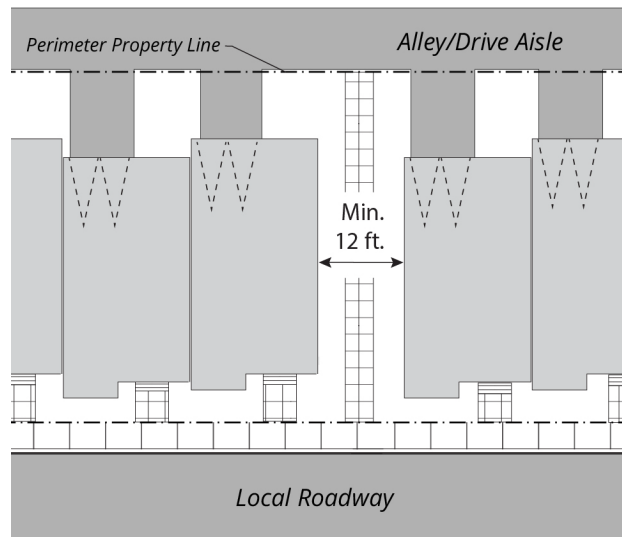
- a. At least one of the following architectural façade details shall be incorporated into the facade design: balconies (projecting or engaged); oriels/bay windows; decks/verandahs; solar shading fins, louvers, or screens; or dormers or a story embedded within a mansard roof on the topmost level.

Figure 17.56.030.C-2: Building Articulation



- b. Where the distance between multi-unit buildings is 15 feet or greater or where a side of a building is visible from a public right-of-way, all elevations shall be articulated with the same degree of detail as the primary elevation. This includes windows, frames, shutters, color and materials, and/or other architectural treatments.
4. **Transition Areas.** Where new multi-unit development is built adjacent to or across from existing lower-scaled residential development, all units shall include individual front doors. Where stairs are required, stairs shall be interior to each unit.
5. **Rowhouses/Townhouses.**
 - a. Attached rowhouse or townhouse development may be configured with vehicular access provided from an on-site drive aisle, from an abutting alley, or from the primary building frontage.
 - b. Blocks of attached rowhouses or townhouses must be a minimum of three units and a maximum of eight units.
 - c. For attached rowhouse or townhouse units, a minimum separation of 12 feet must be provided between blocks of units. Units four stories or higher, building ends shall have a minimum 16-foot separation.

Figure 17.56.030.C-2: Building Separation



D. **Roofline.** The roofline at each elevation shall be vertically articulated by:

1. Varying roof height with an offset of at least 18 inches for each one to three units exposed on that elevation, or each 60 feet, whichever is greater;
2. Varying cornice design; or
3. Varying roof form.

Figure 17.56.030.D-1: Roofline Variation



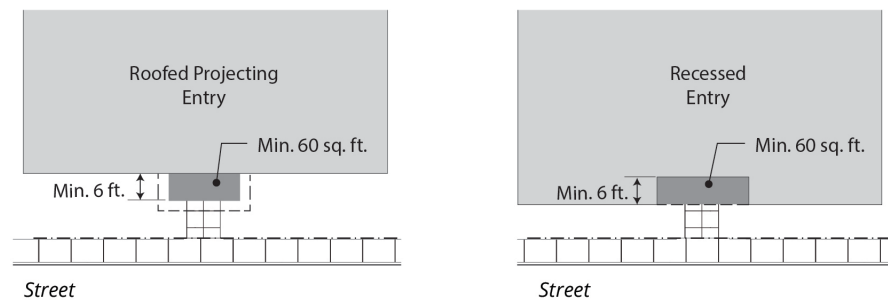
The roof line for each elevation shall be offset at least 18 inches for each one to three units exposed on that elevation.

E. **Entrances.**

1. Exterior entrances to residential units or commercial tenant spaces shall be in the form of individual or shared entrances at the ground floor of the building. Unit entrances located above the ground floor are also allowed; however, no exterior access corridor located above the ground floor may provide access to three or more units.
2. *Residential Frontages.* Individual ground floor entrances to individual units within a multi-unit or mixed-use development must:
 - a. Be visible and directly accessible from the right-of-way or a shared pathway;

- b. Incorporate usable outdoor areas such as porches, patios, stoops, or forecourts;
 - i. Porches shall measure at least six feet in depth and eight feet in width.
 - ii. Fences or walls defining and/or retaining the front yard shall not exceed three feet in height from the adjacent sidewalk.
 - c. Provide a doorway that is recessed at least three inches from the building façade; and
 - d. Provide a clearly marked entryway with a side light window panel, adjacent window, or a door with a window.
 3. In residential and mixed-use projects, entrances to residential units shall be physically separated from the entrance to the allowed commercial uses.
 - a. The entrance to the commercial uses shall be identified through:
 - i. A change in materials, vertical or horizontal variation in the building plane, or roof projection.
 - ii. The landing area shall be enhanced with a unique paving material, texture, pattern, or color.
 - b. An exterior entrance servicing multiple units, or mixed uses, must have a roofed projection or recess with a minimum depth of six feet and a minimum horizontal area of 60 feet.

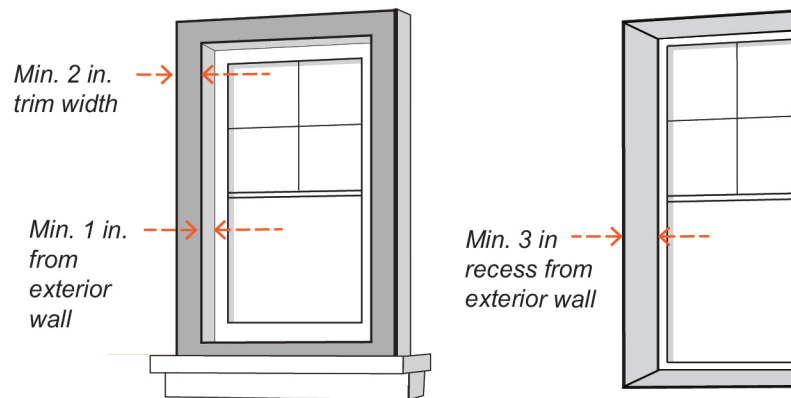
Figure 17.56.030.E-1: Entry Protection



F. Windows and Doors.

1. **Trim.** Trim at least two inches in width and one inch in depth must be provided around all windows, or windows must be recessed at least three inches from the plane of the surrounding exterior wall.

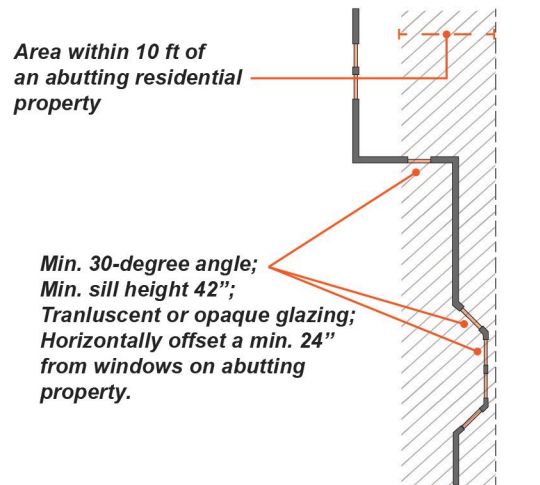
Figure 17.56.030.F-1: Window Design



2. **Exterior Doors.** Exterior doors must include raised panels, glass, transom windows, or other forms of details and articulation and must be inset a minimum of 3 inches from the building façade.
3. **Operable Windows.** Residential buildings shall incorporate operable windows on all frontages facing streets, pedestrian paths, or shared open spaces.

G. **Privacy.**

1. **Outdoor Habitable Space.** Balconies, decks, and other habitable outdoor spaces are not allowed on any upper-story facades on lots abutting an R-1 or N-P zone, unless adjacent to an existing multifamily development.
2. **Privacy and Balcony and Window Placement.** Windows shall be offset to avoid direct sightlines into and from neighboring properties. For upper-story living room, dining room, bedroom, or family room within 10 feet of an abutting residential property or within 25 feet of and facing another unit on-site, windows must:
 - a. Be a minimum 30 degrees as measured perpendicular to the adjacent side setback line;
 - b. Have a minimum sill height of 42 inches from the finished floor;
 - c. Use permanently translucent or opaque glazing; or
 - d. Be horizontally offset a minimum 24 inches from windows on abutting property.

Figure 17.56.030.G-1: Window Placement and Privacy**H. Building Colors.**

1. Buildings shall utilize at least three exterior colors. Each cladding material, trim, or accent shall count as a color.
2. Buildings that accurately adhere to a recognized architectural style, which is appropriately expressed through one cladding material or color, can be allowed with the Director approval.

I. Building Materials. At least two materials shall be used on any building frontage, (excluding roof and foundation), in addition to glazing and railings. Any one material shall comprise at least 20 percent of the building frontage.**J. Required Open Space Design.**

1. **Private Open Space.** Required private open space may be provided by balconies, private gardens, private yards, terraces, decks, and/or porches. Personal storage spaces can be designed as an extension of the private open space but shall not count toward meeting private open space requirements for each dwelling unit.
2. **Roof Decks.** All roof decks along the project perimeter abutting lower density residential uses shall be stepped back a minimum of five feet from the roof edge, so that they are oriented away from and screened to prevent direct views of abutting lower density residential neighbors. Roof decks facing a right-of-way are not required to be stepped back.
3. **Common Open Space.**
 - a. Common outdoor recreation space must be available for passive and active outdoor recreational purposes and able to be accessed by all residents of the project.
 - b. Outdoor recreation space types shall incorporate a minimum of three of the following features, or other similar feature as determined by the Director:

- i. Picnic areas, tot lots, sports courts, passive mini-park space, swimming pools, community gardens, courtyards, gardens, play areas, outdoor dining/seating areas, paseos wider than 19 feet, and accessible rooftop spaces.
 - ii. Open lawn or recreation space shall have a minimum dimension of 25 feet.
- c. Common open space areas and facilities must be conveniently and centrally located to serve the majority of units.
4. **Separation.** Separation between common and private open space must be provided with low walls, plant materials, or fences a maximum of 42 inches in height.
5. **Slope.** The slope of the common outdoor recreational space must not exceed a slope of 10 percent and must be easily accessible for all residents.
6. **Accessibility.**
 - a. Common outdoor recreation spaces must be visible from primary living spaces of all units and be accessible and be to all residents of the project for which the space is provided.
 - b. Amenities such as pools, club houses, or other recreation areas, common patios or greens, seating, picnic spots, tot lots, community garden boxes, and walking paths must be designed to serve all age groups and abilities of the anticipated residents of the development.
7. **Precluded Areas.** Common outdoor recreation space must not include driveways, public or private streets, or utility easements where the ground surface may not be appropriate for recreational space.

K. **Pedestrian Circulation**

1. **Internal Connections.** Walkways must link the residential units with recreational and other internal facilities including parking areas and with other residential units.
2. **To Circulation Network.** Regular connections between on-site walkways and the public sidewalk and other planned or existing pedestrian routes or trails shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage.
3. **To Neighbors.** Direct and convenient access shall be provided to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.
4. **To Transit.** Safe and convenient pedestrian connections shall be provided from transit stops to building entrances.
5. **Pedestrian Walkway Design.**
 - a. Walkways shall be the shortest practical distance between the primary residential entry and path/sidewalk.

- b. Walkways shall be a minimum of six feet wide, shall be hard-surfaced, and paved with concrete, stone, tile, brick, or comparable material.
 - c. Where a required walkway crosses parking areas or loading areas, it shall be clearly identifiable by a raised crosswalk, a different paving material, or similar method.
 - d. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.
- L. **Affordable Unit Design.** Affordable units and market rate units in the same development shall be constructed of the same or similar exterior materials and details such that the units are not distinguishable.
- M. **Universal Design.** For residential projects with at least 10 dwelling units, 10 percent of the units must adhere to the following principles of Universal Design:
 - 1. At least one entrance without steps and a flat threshold.
 - 2. Living space on one floor or stair landings big enough to accept lifts.
 - 3. Wide interior doors (32-inch clear, typically provided with 36-inch door), hallways, and alcoves with 60 by 60-inch turning space at doors, in kitchens, and dead ends.
 - 4. At least one bathroom must be located on the ground level.
 - 5. A 30 by 48-inch clear space at appliances and fixtures in bathrooms and kitchens.
- N. **Parking and Garages.**
 - 1. **Location.** Off-street parking serving multi-unit or mixed-use residential development must be located in one of the following facilities:
 - a. Surface parking lots, shared garages, or carports located to the side or rear of residential buildings in relation to adjacent streets. If a site fronts on two or more streets, this standard applies to the front of the lot.
 - b. Attached individually secured garages.
 - 2. **Surface Parking.** One row of on-site parking may be allowed in front of a multi-unit or mixed-use residential development provided:
 - a. On-street parking is not available along the primary street frontage;
 - b. The development is sited to provide visible front entry access; and
 - c. The building is not located across the street from single-family development.
 - 3. **Garage Frontages.** Garages appearances shall be minimized from the public right-of-way in at least one of the following ways:
 - a. Garages shall face a side street, alley, or private access roadway; or
 - b. Garages facing a public right of way shall be recessed a minimum two feet from the building façade; or

- c. Utilizing an alternate design technique, such as a trellis or balcony over the garage, as approved by the Director.
4. **Detached garages and carports.** Detached garages and carports shall be designed to include a minimum of one of the following from the main building(s): materials, detailing, roof materials, and colors. Solar panels structures are allowed as roof material for garages or carports.

17.56.040 Small Lot Subdivision Design Standards

- A. **Purpose.** The purpose of the Small Lot Subdivision is to allow for greater development flexibility on residential infill development sites and a smart growth alternative to traditional suburban style single-family subdivisions, while retaining the essential fabric and rhythms of the surrounding neighborhood.
- B. **Applicability**
 1. This section applies to Small Lot Subdivisions in all Residential zones.
 2. If conflicts arise between standards of this Section (Section 17.56.040, Small Lot Subdivision Design Standards) and those of Building and Site Design Standards of Chapter 17.56, the standards of this Section shall apply.
- C. **Subdivision Required.** All Small Lot Subdivisions must be subdivided into separate parcels.
 1. **Exception:** In the RL and NP zones, lots between one and five acres may avoid subdivision if approved through a Planned Development (PD) permit pursuant to Chapter 17.114, Planned Development, to accommodate multiple units on one lot. Perimeter setbacks shall be consistent with Section 17.56.040, Small Lot Subdivision Design Standards unless such required setbacks are amended through the PD process.
- D. **Small Lot Building Types.** Small lot development types may include, but are not limited to cluster housing, drive courts, cottage courts, or townhouse/rowhouse configurations subject to the following:
 1. **R-L and N-P Zones.** Only single family and duplex building types are allowed within the R-L and N-P Zones. Attached multi-unit dwelling types are not permitted in the R-L and N-P.
 2. **R-LM, R-M and R-H Zones.** All residential building types as defined in this code are permitted in the R-LM, R-M and R-H zones, provided that multi-unit dwelling units (e.g., attached units such as townhomes or rowhouses) are located on individual parcels and each unit may be owned/sold with the land, fee-simple.

Figure 17.56.040.D-1: Drive Court with Center Driveway and Attached Garages (Example Configuration)

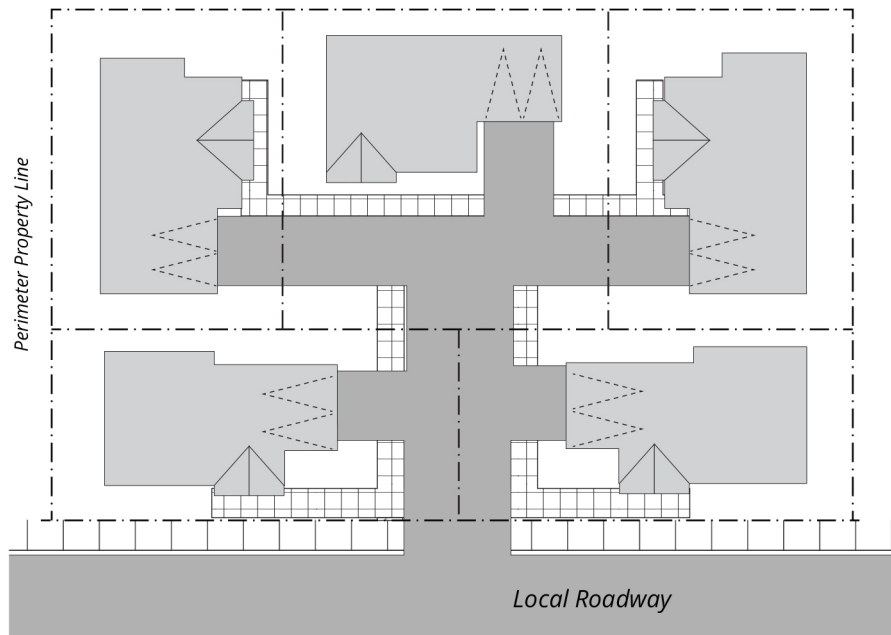


Figure 17.56.040.D-2: Drive Court with on Through Lot (Example Configuration)

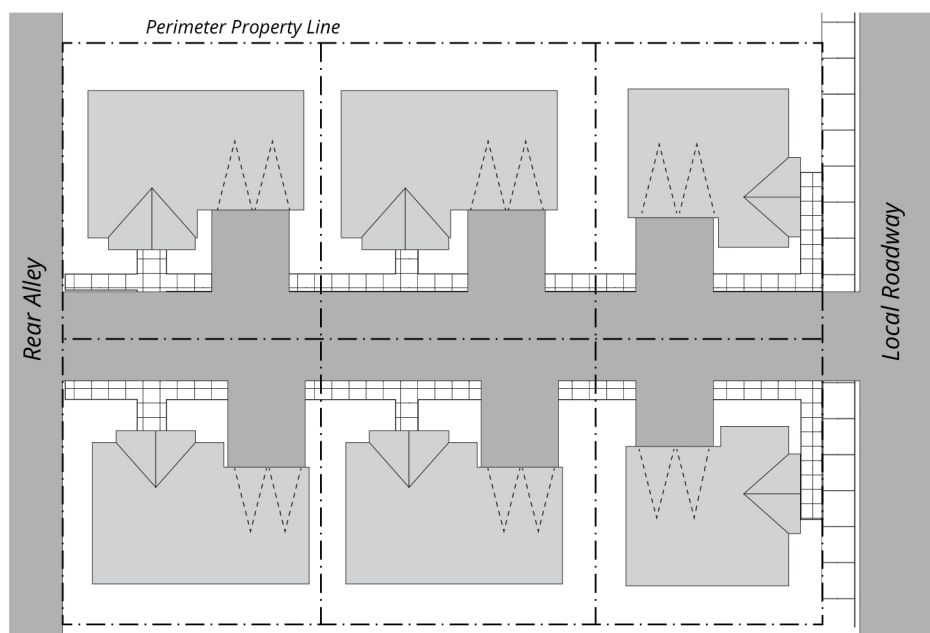


Figure 17.56.040.D-3: Cottage Court with Perimeter Drive Aisle, Common Open Space, and Detached or Attached Garages (Example Configuration)

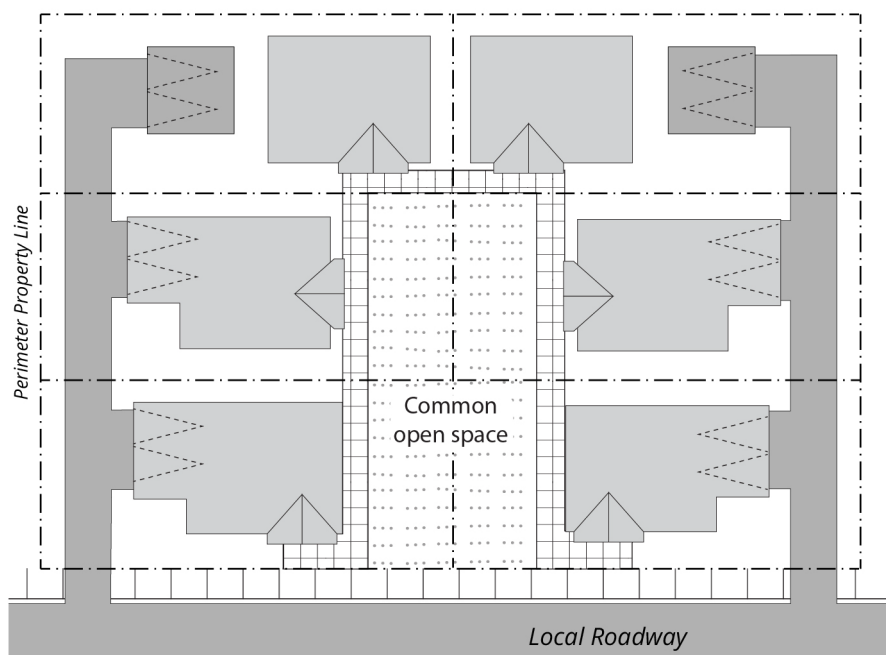
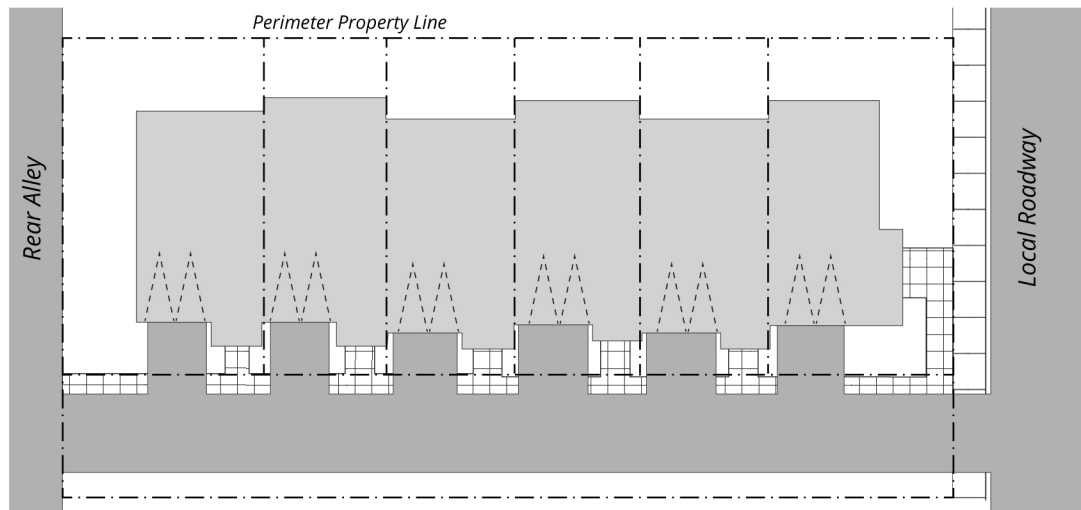


Figure 17.56.040.D-4: Attached Units with Tuck-Under Garages (Example Configuration)**E. Setbacks.**

1. **Perimeter Setbacks.** The minimum setbacks from the property lines on the perimeter of the small lot subdivision shall be the required setbacks of the underlying base zone, except as provided for below.
 - a. *Perimeter Interior Side Setback for R-L, N-P, and R-LM Zones:* The Perimeter Interior Side setback shall be 5 feet minimum within 80 feet of the Perimeter Front setback. For any residential unit developed further than 80 feet from the Perimeter Front setback, the Perimeter Interior Side setback shall be 10 feet minimum for single story structures and 15 feet minimum for two or more story structures.
 - b. *Perimeter Rear Setback for R-L, N-P, and R-LM Zones:* The Perimeter Rear setback shall be a minimum of 15 feet for single story structures and 20 feet for two or more story structures.
 - c. *Perimeter Setbacks Adjacent to Non-Residential Uses:* The Perimeter Interior Side and Rear setbacks, when adjacent to non-residential uses, may be reduced to 5 feet.
2. **Interior Setbacks.** There are no minimum interior setback requirements within a small lot subdivision, except for those that may be required in accordance with the California Building Code.

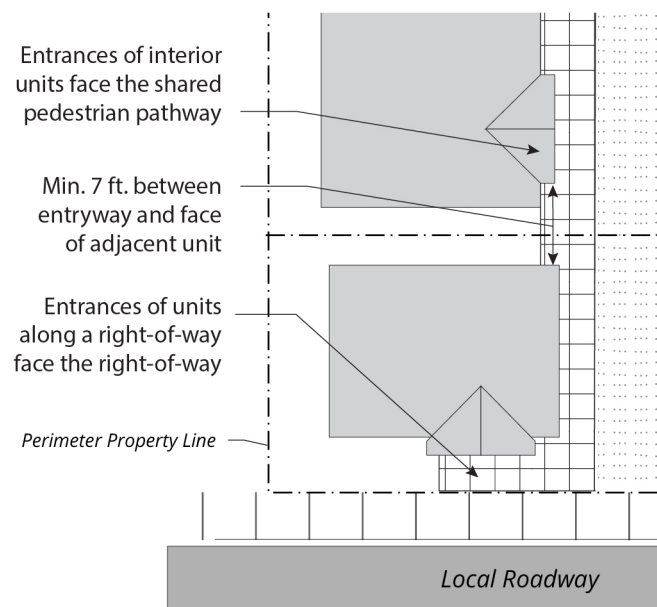
F. Building Separation.

1. Building separation for single family attached and detached and duplex building types is a minimum seven feet for adjacent one- and two-story units, 10 feet for three story units and 12 feet for any buildings four or more stories.
2. Building separation for multi-unit building types shall be those outlined in the Multi-Unit Design Standards.

G. Small Lot Entrances.

1. Each unit must have a primary covered or recessed entry. The primary entry of units located in the interior of the development must be oriented towards and visible from a pedestrian pathway, common central open space, or drive aisle that is connected to a public right-of-way or private street.
2. All primary entryways shall provide the address or unit identification, ornamental low-level lighting to illuminate the entry area, and a landing.
3. Units abutting a right-of-way must:
 - a. Be oriented with the primary entrance facing the right-of-way; or
 - b. Provide transparency and articulation on the street-facing façade that is commensurate with that of the primary façade.
4. A minimum seven-foot clearance (to the sky) is required between the face of the primary entryway of a unit and the adjacent building wall of a neighboring unit.

Figure 17.56.040.G-1: Small Lot Entrance Orientation Adjacent to Right-of-Way



H. Small Lot Parking and Access.

1. Garages must not be oriented to face perimeter streets if alley or internal drive aisles can accommodate parking and garage access.
2. Required parking must be accommodated within a common/shared parking area on site, or accompanying each individual small lot, or in a combination of the two.

I. Small Lot Fencing and Landscaping.

1. All setback and common open space areas not used for buildings, parking areas, driveway, pedestrian pathways, or utilities shall be attractively landscaped and maintained.

2. Fences or walls abutting the street or common open space areas shall be decorative, including but not limited to latticework, ornamental fences, screen walls, hedges or dense shrubs or trees.

J. **Pedestrian Pathways.**

1. Pedestrian pathways a minimum width of three feet shall be provided from the public rights-of-way to all primary entryways and common areas, such as common open space areas, guest parking, mailboxes, and centralized trash enclosures.
2. A pedestrian pathway located within or parallel to a common access driveway shall be constructed and/or treated with a change of materials, finishes, pattern or paving that distinguishes the pathway from vehicular traffic.

K. **Small Lot Private Open Space.**

1. For detached units types, a minimum of 200 square feet private open space must be provided for each small lot unit. This space may take the form of a rear yard, porch, deck, patio, or garden or combination thereof.
2. The minimum allowed dimensions for required private open space is six feet.

- L. **Roof Decks.** Roof decks associated with small lot subdivisions are permitted in R-M and R-H zones only. All roof decks along the project perimeter and abutting residential uses shall be stepped back a minimum of 5 feet from the roof edge, so that they are oriented away from and screened to prevent direct views of abutting residential neighbors. Roof decks facing a right-of-way are not required to be stepped back.

17.56.050 Preservation/Restoration of and Additions to Historic Structures

A. **Purpose.**

1. Conserve the traditional neighborhood character, fabric, and setting while guiding future development.
2. Discourage demolition of historic and potentially historic structures and encourage the re-use of non-designated contributing structures.
3. Provide guidance to clarify expectations for the type and quality of development.

B. **Applicability.** This section applies to the following:

1. Projects involving the alteration of Designated Historic Resources, including districts, structures, and sites. Designated properties will be subject to the design guidelines found in this Section as well as "The Secretary of Interior's Standards for the Treatment of Historic Properties."

- C. **Additions.** Additions to buildings with historic designation shall be identifiable from original construction. Additions shall employ the same or complementing materials, and shall exhibit similar opening proportions, facade rhythms and horizontal elements as the original. Specific architectural elements shall not be replicated.

D. Restorations.

1. Sandblasting of masonry surfaces to remove paint will damage the material. Other methods shall be used only under the advice and guidance of an expert.
2. Original siding materials shall not be covered over or replaced with different materials unless otherwise approved by the governing authority.
3. When re-roofing, original or similar materials shall be used if available and in compliance with current codes.
4. Original architectural elements such as cornices, moldings or trim, shall not be removed unless replaced by elements of similar outward appearance, character, texture, durability and finish as the original.

E. Architectural Features.

1. Deteriorated architectural features shall be repaired rather than replaced wherever possible. If replacement is necessary, new materials shall match the original in design, color, texture, and other visual qualities. If the original was painted, the substitute materials shall be painted as well.
2. Where original architectural elements such as cornices, moldings, and trim must be replaced, the new material shall match the materials being replaced in terms of its design, color, texture and other visual qualities.

F. Windows.

1. Where the original structure includes transom windows, every effort shall be made to retain this traditional storefront feature. If the ceiling inside the structure has been lowered, the ceiling shall be stepped up to meet the transom so that light will penetrate building interior.
2. Proportions of existing door and window openings and the pattern of existing window sash shall be maintained in replacement work or additions.
3. Glazing shall enhance visibility and connection between indoor and outdoor spaces, particularly at the pedestrian/street level. Highly reflective or opaque window glazing is not allowed.
4. Wood window sash is preferred for historic buildings. Factory finished aluminum frames are acceptable if the original design can be duplicated.

G. Materials. Original siding materials shall not be covered over, cladded, or replaced with a different material.

H. Awnings. Awnings shall be of a durable, commercial grade fabric, canvas or similar material having a matte finish. Canopies can be constructed of wood or other natural materials in keeping with materials used historically in the Downtown.

I. Building Code Requirements.

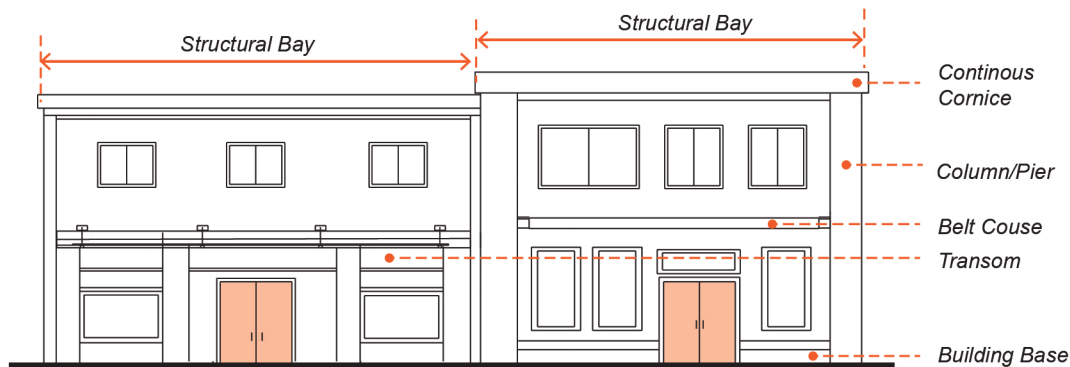
1. The City will utilize the California Historic Building Code for review of reuse, modification, renovation or addition to historic structures.

2. The City Building Official and Fire Marshal will review the structure to determine the safety of the building prior to the issuance of needed permits.
- J. **Demolitions.** See Woodland Municipal Code Chapter 15.24, Historical Landmarks, Districts, and Resources.

17.56.060 New Development or Renovation of Non-Historic Structures Design Standards in the Downtown Zones

- A. **Applicability.** This section applies to all infill development or renovation in the Downtown zones, with the exception of historic structures that are subject to Section 17.56.050. See also Section 17.56.070 for design standards for residential mixed-use development when applicable.
- B. **Street Orientation.**
1. Storefronts and/or predominant building entries shall be designed to be oriented towards the major street frontage.
 2. The front building façade shall be oriented parallel to the street.
 3. Surface parking lots shall not be placed along Main Street.
- C. **Façade Design.**
1. All street-facing building facades shall be composed of a clearly distinguishable base, middle, and top. Non-traditional designs may incorporate other means of façade composition.
 2. Horizontal articulation shall consist of a differentiated base, a roof cornice line, an eave and gables overhang, or other architectural element that frames the middle section of the building.
 3. Buildings or portions of buildings that are over four stories shall provide vertical articulation above the third story. This may be accomplished through a change in color, change in material, a cornice/belt course at the bottom of the uppermost floor, story step-back, or similar measures.
 4. Along Main Street, infill facades (i.e. a new building proposed between two adjacent, existing commercial structures) shall be broken down into a series of appropriately proportioned “structural bays” or components, consistent with existing characteristic facades on the street (e.g. characterized by columns/masonry piers which frame window and door elements). The characteristic rhythm, proportioning and spacing of existing door and window openings shall be maintained.

Figure 17.56.060.C-1: Façade Design



D. Corner Treatment.

1. Building massing at street intersections must be accentuated with at least one of the following elements or equivalent as determined by the Review Authority.
 - a. A tower or dome element at least 80 square feet in area;
 - b. A decorative parapet;
 - c. A rounded corner with enhanced transparency; or
 - d. Bay windows within six feet of the building corner.
2. Storefront/building design features shall extend at least 50 percent of the wall area on the side street elevation.

E. Entrances.

1. Entrances to ground floor commercial establishments adjacent to streets shall be no farther than 80 feet apart; and no farther than 50 feet apart if in the DX-1 and Dx-4 zones.
2. The main entry to a building, leading to a lobby, stair or central corridor, shall be emphasized at the street to announce a point of arrival in one or more of the following ways:
 - a. Flanked columns, piers, decorative fixtures or other details;
 - b. Recessed within a larger arched or cased decorative opening;
 - c. Covered by means of a portico (formal porch) projecting from or set into the building face;
 - d. Punctuated by means of a transom or change in roofline, a tower, or a break in surface of the subject wall.

F. Roofs.

1. Roofs may be flat or sloped. For sloped roofs, the visible portion shall be sheathed with a roofing material complementary to the architectural style of the building.

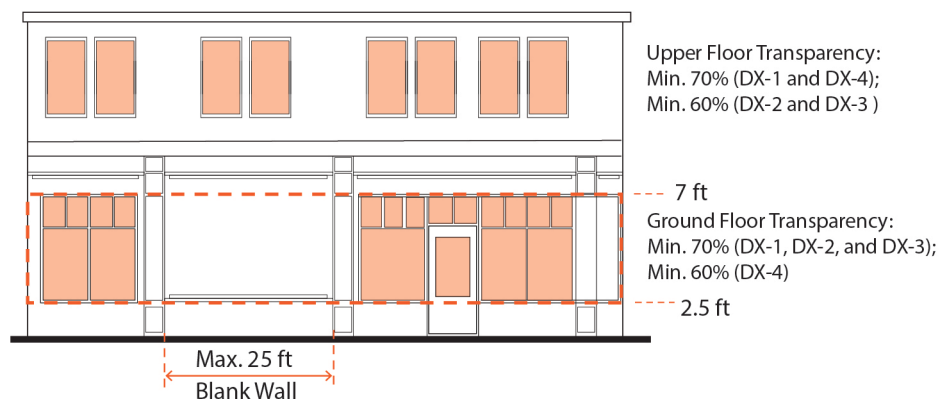
2. Radical roof pitches that create overly prominent or out of character buildings such as A-frames, geodesic domes, or chalet style buildings are not permitted.
3. Appropriate roofing materials include standing seam metal, class "A" composition shingles for residential structures, tile of neutral color. Crushed stone, shake, brightly colored tile and corrugated fiberglass roofing material is not permitted.

G. Transparency.

1. **Ground Floor.** Street-facing non-residential ground-floor facades shall include windows (at least 88 percent light transmission), transparent doors, storefronts or other openings with transparent glazing that provides views into retail and/or work areas in the following amounts:
 - a. *DX-1 and DX-4 zones:* When fronting Main Street, approximately 70 percent of the building wall located between 2.5 and 7 feet above the level of the sidewalk.
 - b. *DX-2 and DX-3 zones:* approximately 50 percent of the building wall located between 2.5 and 7 feet above the level of the sidewalk.
2. **Upper Floor Transparency.** Street-facing upper-floor facades shall include fenestration in the following amounts:
 - a. *DX-1 and DX-4 zones:* approximately 50 percent of the façade surface area.
 - b. *DX-2 and DX-3 zones:* approximately 40 percent of the façade surface area.
3. Permanent, fixed security grates or grilles in front of windows are not allowed. If security grilles are necessary, they shall be placed inside the building, behind the window display area and only used when the business is closed.

- H. Blank Walls.** No building facade may extend in a continuous plane for more than 25 feet without a window, door, or storefront opening.

Figure 17.56.060.H-1: Transparency and Blank Walls



I. Exterior Materials.

1. Building materials permitted within the DX zones include clear glass, glass block (storefront only), smooth or very light sand finish stucco/exterior plaster, new or used face/brick, cut stone or rusticated block (cast stone), clapboard, and ceramic tiles.

2. The following building materials are prohibited in the DX zones: reflective or tinted glass, "pecky cedar," plastic panels, T-111 or vertical siding.
3. Metalwork and other details may be incorporated into building design to add visual richness and interest. Such details may include the following items: light fixtures, wall mounted or hung with decorative metal brackets; metal grillwork at vent openings or as decorative features at windows, doorways or gates; decorative scuppers, catches and downspouts; balconies, rails, finials, corbels, plaques; flag or banner bole brackets.

J. **Awnings and Canopies.**

1. When there are several business in one building, awnings of the same color shall be used with simple signs on the valance flap.
2. Where the façade is divided into distinct structural bays, awnings shall be placed within the vertical elements rather than overlapping them. The awning design shall respond to the scale, proportion, and rhythm created by these structural bay elements and be placed within the space created by the structural bay. An awning that spans several bays may be appropriate for restaurants or similar uses with outdoor seating.
3. Awning shape shall relate to the window or door opening.
4. Awnings shall be of a durable, commercial grade fabric, canvas or similar material having a matte finish. Awning frames and supports shall be of painted or coated metal or other non-corroding material.
5. Awnings shall have a single color or two-color stripes. Utilizing more colors is permitted but will be considered as sign area.
6. Awnings shall be well maintained, washed regularly and replaced when faded or torn.

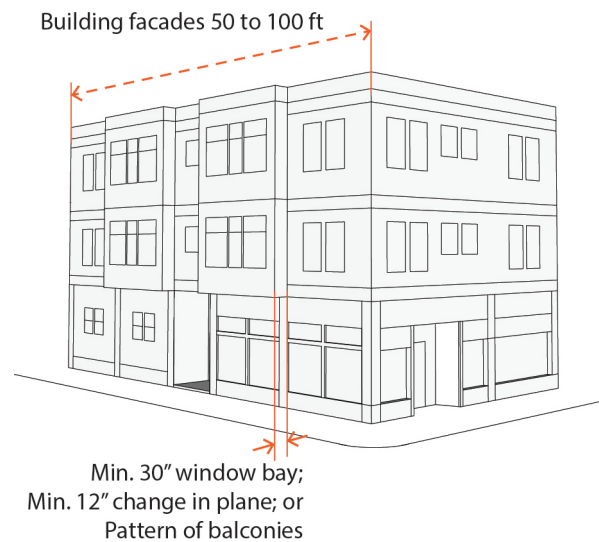
17.56.070 Mixed Use, Commercial and Employment Zones Design Standards

- A. **Applicability.** This section applies to all Mixed Use, Commercial and Employment zones except where otherwise noted. For mixed-use projects where at least two thirds of the square footage is dedicated to residential uses, Section 17.56.030 Multi-Unit Design Standards shall apply to the residential portions of the building in addition to the standards of this section.
- B. **Building Orientation.**
1. The primary façade of the building shall face the primary street and pedestrian walkway.
 2. On corner lots, buildings shall help visually anchor the intersection through height, mass, and architectural features.
- C. **Building Articulation.** Building facades must be segmented into modules or bays by columns, projecting or recessed volumes, or other articulation that frames windows, doors, and structural components.
1. Buildings or portions of buildings that are three or more stories shall provide articulation for the top story of the building through color change, material change, a

cornice/belt course at the bottom of the uppermost floor, a stepped-back top story, or similar distinguishing design features.

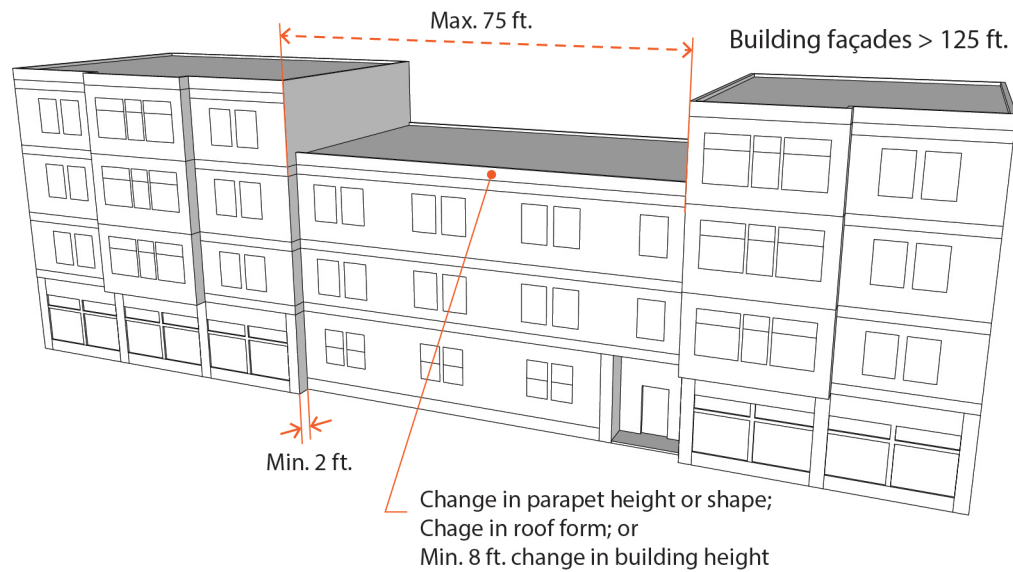
2. Building façades between 50 and 100 feet in length along a right-of-way must incorporate at least one of the following on all upper floors (not applicable to IG zone):
 - a. At least two breaks in the facade plane a minimum 12 inches in depth; or
 - b. Window bays a minimum 30 inches in depth (recessed or projecting) from building facade; or
 - c. A regular pattern of balconies.

Figure 17.56.070.C-1: Building Articulation for Street-Facing Facades 50 to 100 feet in Length



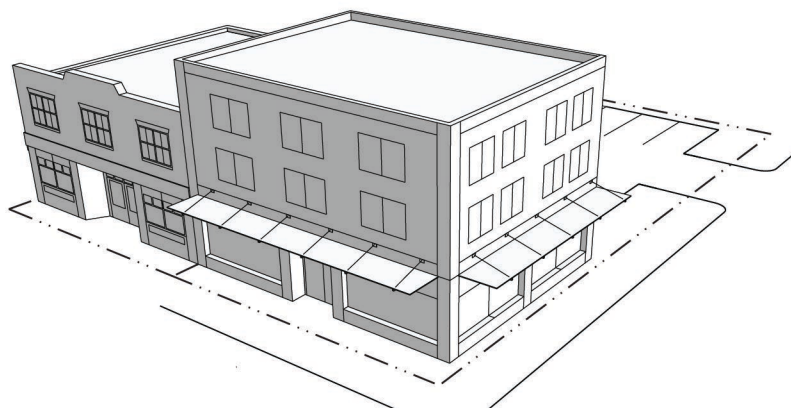
3. When a building facade exceeds 125 feet in length along a right of way, it must be broken down to read as a series of buildings no wider than 75 feet each or separated into facade bays no greater than 75 feet in width defined by a recess a minimum of two feet in depth and at least one of the following strategies (not applicable to IG zone):
 - a. Change in roof parapet height or shape;
 - b. Change in roof form and slope; or
 - c. Change in building height with a minimum difference of five vertical feet.

Figure 17.56.070.C-2: Building Articulation for Street-Facing Facades Over 125 feet in Length



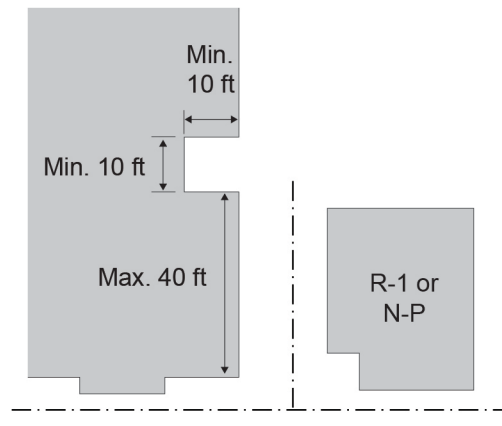
4. The maximum dimension of any single building shall not exceed 150 feet. Exceptions may be granted with approval of a Zoning Administrator Permit or, at the discretion of the Director, a Conditional Use Permit, based on the finding that adequate design features have been incorporated to create visual variety and avoid a large-scale, bulky, or monolithic appearance. (This standard is not applicable within the IG zone.)
5. All building facades that face a street, driveway, paseo, public right-of-way, or common open space area shall exhibit consistent architectural treatment and level of detail, with features wrapping around the corners of adjacent facades as appropriate. Architectural treatments may include but are not limited to wrap-around porches, belt courses, rustication, trellises, canopies, eaves, brackets, niches, and moldings/trim. When applicable, decorative parapets should be extended around the sides of the building and contain necessary depth to appear as an integral part of the building design and form.

Figure 17.56.070.C-3: Architectural Features on Corners



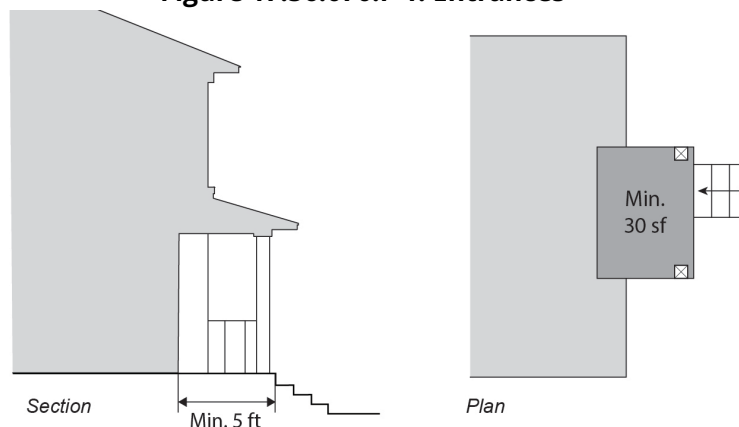
6. Where a building abuts an R-L or N-P zone, the building façade plane may not exceed 40 feet in length without a break of minimum 10 feet in depth and 10 feet in length.
7. Buildings shall be designed and oriented to minimize visual intrusion into adjoining residential properties. Windows, balcony, and deck locations shall be directed away from window areas of adjoining residences.

Figure 17.56.070.C-4: Development Abutting an R-L or N-P Zone



- D. **Commercial/Retail Building Frontage Design.** Awnings, canopies, balconies, porches, stoops, arcades, forecourts, or massing changes shall provide surface relief and articulation building façades.
- E. **Industrial Building Frontage Design.** Street-facing façades shall include applied surface elements or detailing to promote visual interest. This may include but is not limited to moldings/trim, brackets, niches, and decorative entrances.
- F. **Entrances.** Building entrances shall have a roofed projection or recess with a minimum depth of at least five feet, as measured from the primary building façade, and a minimum area of 30 square feet. Exceptions to this requirement may be approved for alternative designs that create a welcoming entry feature facing the street, such as a trellis or courtyard entry.

Figure 17.56.070.F-1: Entrances

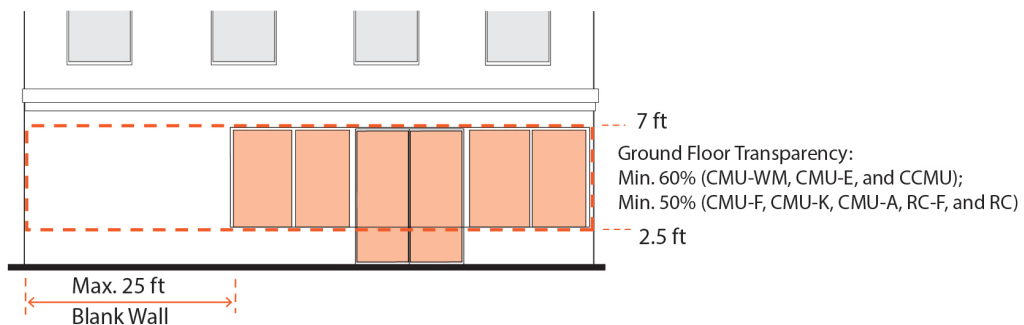


G. **Windows and Lighting.**

1. **Transparency.** Street-facing ground-floor facades shall include windows, transparent doors, storefronts or other openings with transparent glazing that provides views into retail and/or work areas in the following amounts (not applicable to IG zone):
 - a. *CMU-WM, CMU-E, and CCMU*: 60 percent of the building wall located between 2.5 and 7 feet above the level of the sidewalk.
 - b. *CMU-F, CMU-K, CMU-A, RC-F and RC*: 50 percent of the building wall located between 2.5 and 7 feet above the level of the sidewalk.
2. **Reductions.** The building transparency requirement may be reduced or waived by the review authority upon finding that:
 - a. The proposed use has unique operational characteristics with which providing the required windows and openings is incompatible; and
 - b. Street facing building walls will exhibit architectural relief and detail and will be enhanced with landscaping in such a way as to create visual interest at the pedestrian level.
3. For commercial and retail storefronts, windows must be a minimum of nine feet in height and inset or recessed from the wall plane for visual interest and shadow line.
4. All windows shall be designed with trim at least 1-inch in depth around or recessed at least two inches deep from the plane of the surrounding exterior wall (not applicable to IG zone).
5. Highly reflective or opaque window glazing is generally not permitted.
6. Up-lighting or rooftop lighting is encouraged and may be used to accentuate architectural details, building form and/or landscape elements at night.
7. All building lighting is subject to the standards of 17.64.060, Outdoor Lighting and Illumination.

- H. **Blank Walls.** No building facade facing a public right-of-way may extend in a continuous plane for more than 25 feet without a window, door, or storefront opening (not applicable to IG zone).

Figure 17.56.070.H-1: Transparency and Blank Walls



I. Materials and Colors.**1. Building Materials.**

- a. At least two materials shall be used on any building frontage, (excluding roof and foundation) in addition to glazing and railings. Any one material must comprise at least 20 percent of the building frontage.
- b. Buildings three stories or taller with frontage along a street or a shared open space must incorporate a material change between the first floor and upper floors along at least 60 percent of any building façade width.
- c. A minimum 5/8" thickness is required for panel siding. Battens are required to be incorporated in to the design for a board and batt appearance.
- d. Acceptable materials include but are not limited to wood, concrete, brick, glass, metals, stucco, stone, tile, and brushed steel are all acceptable. Plywood, corrugated metal, and aluminum are prohibited as primary building materials.
- e. Masonry shall wrap corners and terminate at inside corners. Other material changes shall occur at an inside corners or other appropriate transition elements, such as a fence line.
- f. Stucco textured foam trim shall not be used as the only application to provide architectural detailing. Heavy knock-down or "lace" stucco finish is not permitted.
- g. Stucco finishes shall be smooth or very light sand finish. Stucco foam trim, where used, shall be smooth finish or shall incorporate a natural woodgrain texture where appropriate.
- h. Accent elements, such as trellises, arches, arbors, columns, or low monument features shall be used to demarcate building frontages, building entrances, and common open space areas.
- i. Awning frames and supports shall be painted or coated with a non-corroding material.

2. **Colors.** At least three exterior colors shall be used on any building frontage. Elements that count toward this requirement include cladding material, trim/accent colors, and visually significant colors for doors, balconies, and similar elements. Primary colors shall be used as accent colors only. Matte finishes are preferred; highly reflective surfaces are generally not appropriate and should be used sparingly as accents only.

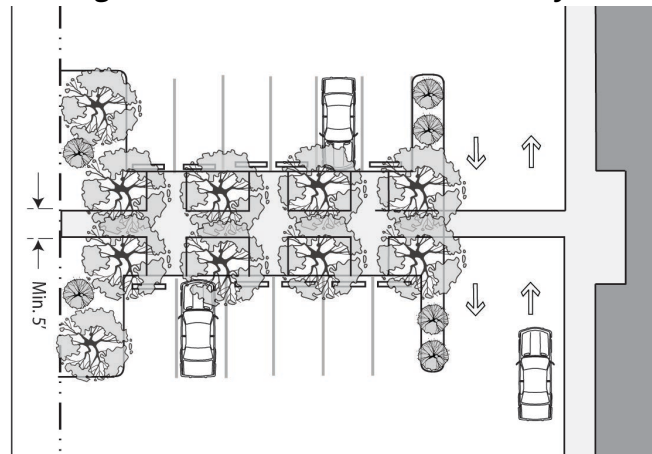
J. Additions/remodels. Notwithstanding the design standards of this Chapter, additions to and remodels of existing buildings, including porches, balconies and decks, must be consistent in design and quality to the architectural design and detail of the existing building.**K. Pedestrian Circulation.**

1. Where applicable, a system of pedestrian walkways shall connect all primary buildings entrances on a site to each other, to on-site automobile and bicycle parking areas, to

the public right-of-way, and to any on-site open space areas, pedestrian amenities, and transit stops.

2. Shaded walkways a minimum of five feet in width shall be provided between the principal building entries and parking areas. A clearly defined pedestrian route between the street-adjacent sidewalk, parking areas, and the primary pedestrian entrance(s) to the building shall be provided. Features such as landscaping, seating, fountains, low walls, patio seating, and other architectural features shall be provided to enhance the pedestrian experience.

Figure 17.56.070.K-1: Shaded Pathways



3. Where a required walkway crosses driveways, parking areas, or loading areas, it must be clearly identifiable through a raised crosswalk, a different paving material, or similar method.
4. Where a required walkway is parallel and adjacent to an auto travel lane, it must be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.
5. Pedestrian and bicycle connections shall be provided from adjoining neighborhoods and transit-served streets. New development on abutting lots shall be designed to allow cross-access for internal pedestrian, bicycle, and vehicular circulation systems. Easements shall be used to assist in defining maintenance and utility responsibilities.

L. Parking Access and Design.

1. Shared access drives to parking areas are allowed in order to minimize curb cuts and potential conflicts with pedestrians. Where shared driveways are centered on property lines, easements shall be dedicated to allow access.
2. Vehicle access to and from off-street parking shall be off a side street or single access point along the frontage.
3. Where a project side abuts an alley or lane, access to parking shall be provided from the alley or lane whenever feasible.
4. On corner lots, driveways or curb cuts shall be located on the street frontage with the least pedestrian activity whenever feasible.

5. Surface parking areas shall be located to the rear of the principal building(s) whenever feasible and must be separated from on-site buildings by a minimum distance of five feet, which may be occupied by landscaping or walkways. Off street parking may not be located within 40 feet of a street facing property line. Exceptions may be granted where the Director or applicable approval authority makes the following findings:
 - a. The design incorporates habitable space built close to the public sidewalk to the maximum extent feasible; and
 - b. The site is small and constrained such that surface parking located more than 40 feet from the street frontage is not feasible.
6. Where a parcel proposed for development has adjacent properties that are undeveloped and could feasibly allow for possible future connection points, a Precise Plan may be required (see Chapter 17.116).

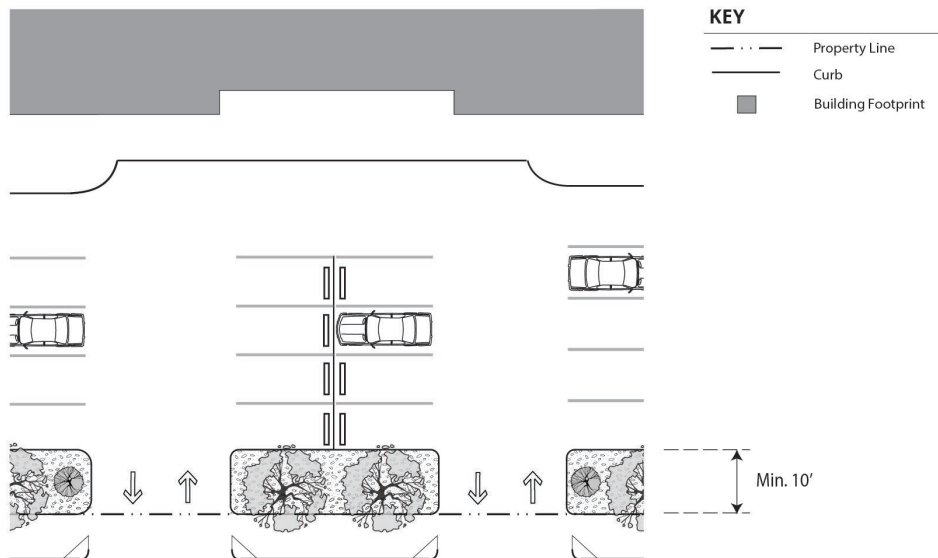
M. **Common and Publicly Accessible Open Space.** For commercial and mixed-use buildings that require common open space or publicly accessible open space or that include at least four retail stores or offices suites, a plaza, courtyard, square or green shall be provided with at least two of the following amenities:

1. Benches or other seating;
2. Shade trees with a canopy that covers a minimum 50 percent of the space at maturity;
3. Drinking fountains;
4. Water features;
5. Public art; or
6. Performance areas.

N. **Industrial Site Design.**

1. Side yards may be utilized for railroad spurs except when the side yard adjoins a residential or commercial zone.
2. Streetscape design shall promote an uncluttered street appearance with appropriate fencing, landscaping, and screening.
3. Parking shall be located at the side or rear of buildings, wherever possible, with only customer parking located in front of buildings.
4. In the IF and IG zones, a 10-foot landscaped area must be provided between parking areas in front of buildings and the adjacent right-of-way. Additional landscaping may be required along property frontages for screening purposes. See also Section 17.64.040, Landscaping.

Figure 17.56.070.N-1: Landscaped Buffer in the Employment Zones



- O. **Screening in the Employment Zones.** All outdoor storage must be screened in compliance with Section Chapter 17.70, Screening Standards.
- P. **Large-Scale Industrial Development.** All new industrial development containing 80,000 square feet or more of floor area shall provide the following:
 1. Open space areas equal to 10 percent of the site area, providing gathering space or opportunities for active or passive recreation. Open space areas shall include amenities that enhance the comfort, aesthetics, and usability of the space, including but not limited to benches, trees, shade structures, drinking fountains, or public art.
 2. Stormwater detention facilities and hydromodification requirements as applicable incorporated into the site landscaping as a visual amenity.

17.56.080 Public Facilities and Open Space Zones Design Standards

- A. **Applicability.** This section applies to all development in the Public Facilities and Open Space zones.
- B. **Design.**
 1. Architectural features, including but not limited to projections, recesses, and variety of surface textures shall be incorporated.
 2. Building design must be generally compatible with the surrounding physical context.
 3. Site design shall include signage and maps that emphasize linkages between parks, greenbelts and open space systems, as appropriate.
 4. Storage and equipment must be screened from public view.

Chapter 17.60 Reserved

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Chapter 17.64 General Site Standards

17.64.010 Purpose

The purpose of this Chapter is to prescribe site standards that apply, except where specifically stated, to development in all zones. General site standards shall be used in conjunction with the base standards for each zone established in Division II. In any case of conflict, the more restrictive standard shall control.

17.64.020 Accessory Structures

- A. **Purpose.** This Section establishes development standards for accessory structures. The purpose is to recognize accessory structures as desirable and beneficial and to provide for such uses under certain circumstances by providing standards to protect the public health, safety, and welfare by maintaining safe distances between structures, establishing architectural compatibility between primary and accessory structures, and minimizing potential impacts associated with lot coverage, privacy, and maintenance of light and air space.
- B. **Applicability.** The provisions of this Section apply to:
1. Detached accessory structures including, but not limited to, carports, detached garages, sheds, workshops, gazebos, greenhouses and pool houses.
 2. Attached accessory structures including, but not limited to, patio covers, sunshades, porte-cocheres, and porches and decks that are over 18 inches in height measured from grade.
 3. This Section does not apply to secondary or accessory dwelling units. Secondary or accessory dwelling units are governed by the requirements of Chapter 17.84.030, Accessory Dwelling Units.
- C. **Permits Required.**
1. A Building Permit is required for all accessory structures 120 square feet or greater and all accessory structures requiring utility hookups, regardless of square footage.
 2. A Building Permit is required for any accessory structure that is attached to an existing structure, including a deck or trellis.
 3. A Building Permit is required for decks over 30 inches in height.
 4. A Development Review Permit Tier 1 is required for accessory structures over 120 up to 800 square feet and under 12 feet in height in residential zones and for accessory structures over 1,200 square feet in all other zones, or where an exception as provided in this Section is requested.
 5. A Development Review Permit Tier 2 is required for accessory structures over 800 gross square feet in gross floor area or over 12 feet in height in residential zones or

and accessory structures over 1,200 gross square feet in gross floor area in mixed-use, commercial, or employment zones.

D. **Requirements for All Detached Accessory Structures.**

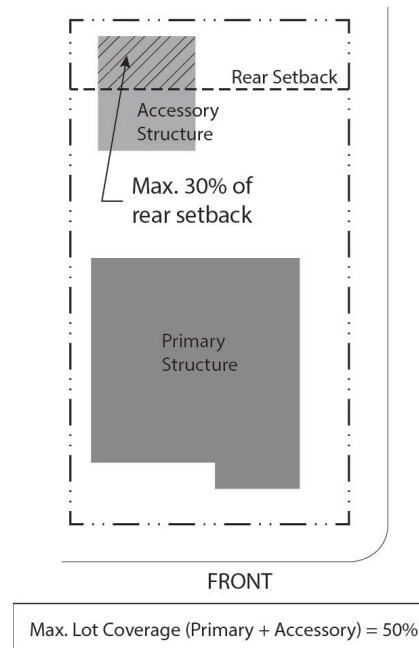
1. Accessory structures may not encroach into recorded utility easements (PUE).
2. Accessory structures must be appurtenant to and incidental to a primary structure.
3. The cumulative floor area of an accessory structure(s) may be a maximum of 20 percent of that of the primary structure.
4. Accessory structures may not be located within required front or street side setbacks, except as otherwise allowed in this Section or Section 17.64.060, Projections into Required Setbacks.
5. Accessory structures shall be setback a minimum of four feet from an alley or as required to provide a minimum 24-foot clear back-up space if the alley provides vehicular access to the detached accessory structure.
 - a. *Exception.* A setback less than four feet may be allowed, where there is no vehicular access required to the structure, and where there is adequate vehicular, pedestrian and public safety access in the alley.
6. Accessory structures shall not contain a permanent indoor kitchen (combination of a sink, cooking apparatus, and refrigeration appliance) or a full bath and may not be designed for full-time living or rental purposes.
7. Carports shall be constructed out of durable materials, match or complement the architecture of the primary structure and be built on a permanent foundation. Temporary carports are prohibited.
8. Accessory structures shall be oriented and designed to minimize visual impacts on adjoining properties. Placement of doors and windows shall be located to ensure the greatest extent of privacy to adjacent neighbors.
9. Accessory structures located in residential zones shall be of a compatible size, scale, and appearance so as to be in harmony with the character and quality of surrounding development.
10. ***Detached Accessory Structures in Residential Zones.***
 - a. *Placement.* All accessory structures shall be located on the rear one-half of the lot.
 - b. *Building Separation.* All accessory structures shall be located at least six feet from any primary building or dwelling on the lot. An accessory structure closer than six feet to another structure may be considered through a Minor Variance.
 - c. *Setbacks.* Accessory structures shall conform to the following setback requirements:

Table 17.64.020.D-1: Accessory Structure Setbacks

Eave Height at Point Closest to Property Line	Minimum Setback from Interior Side or Rear Property Line
Less than 9 feet	3 feet
At least 9 feet but less than 10 feet	4 feet
At least 10 feet but less than 11 feet	5 feet
At least 11 feet but less than 12 feet	6 feet
12 to 16 feet (subject to review)	7 feet

- d. *Fire Access.* A minimum three-foot ingress/egress pathway into a backyard shall be maintained for fire access.
- e. *Height.* Accessory structures shall not exceed a maximum height of 16 feet.
 - i. *Exception.* A two-story accessory structure no greater than 25 feet in height may be allowed at the rear of a lot that abuts an alley but must comply with a minimum 10-foot side property line setback.
- f. *Lot Coverage.* The total square footage of all accessory structures shall not occupy more than 30 percent of the required rear setback. Unless otherwise allowed in the base zone, maximum aggregate lot coverage by primary and accessory structures shall not exceed 50 percent.
 - i. Roofless structures or structures with a latticed roof, such as pergolas, arbors, and trellises, are excluded from lot coverage but shall not occupy more than 60 percent of the required rear setback.

Figure 17.64.020.D-1: Accessory Structure Lot Coverage



11. **Detached Accessory Structures in Mixed-Use and Non-Residential Zones.**

- a. *Height.* An accessory structure in a nonresidential zone shall not exceed the permitted height for principal buildings in the zone in which it is located.
- b. *Setbacks.* Any accessory structures in a nonresidential zone shall conform to the building setback requirements for that zone.
- c. *Building Separation.* Any accessory structure in a nonresidential zone over 120 square feet shall be located at least six feet from any building on the lot.
- d. *Location.* Any accessory structure up to 120 square feet in a nonresidential zone over shall be located to the side or rear of the primary building and not in front of the primary building.

E. **Requirements for Patio Covers.**

1. **Setbacks.**

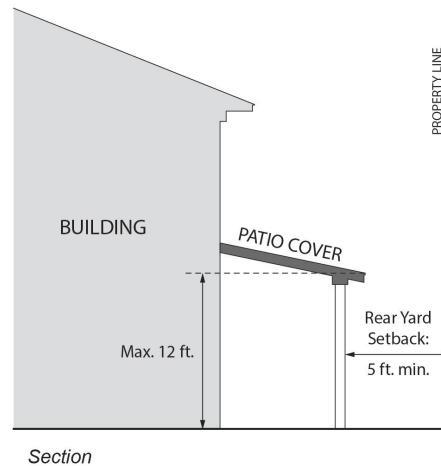
- a. Front and street side setbacks of the base zone apply to patio covers.
- b. A minimum five-foot rear yard setback is required, measured from the nearest post/structural support to the property line.
- c. The minimum required interior side yard and rear yard setbacks shall be increased by one foot for every one-foot increase in patio cover height over 10 feet. If a patio cover is sloped or otherwise varies in height, the setback requirements for the side versus the front of the structure may vary depending on orientation to the nearest property line(s).
- d. Patio covers in residential zones shall conform to the following setback requirements:

Table 17.64.020.E-1: Patio Cover Setbacks

Height at Point Closest to Property Line	Minimum Setback from Interior Side or Rear Property Line
Less than 11 feet	5 feet
At least 11 feet but less than 12 feet	6 feet
12 feet (Maximum Height)	7 feet

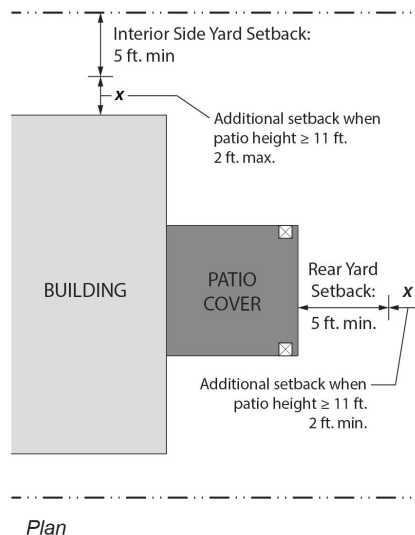
2. **Height.** Patio covers shall not exceed 12 feet in height. An exception to the 12-foot height limit may be granted by the Director if a taller cover is required to match the architectural style and roof pitch of the primary structure or as necessary to tie-in structurally to the primary structure as long as setbacks requirements are otherwise met and the Director finds that the increased height will not negatively impact adjacent residential properties.

Figure 17.64.020.E-1: Patio Covers and Sunshade Setback and Height



3. **Eaves and Projections into Required Setback Area.** Eaves, rain gutters, and other architectural features may project 24 inches into the required setback subject to applicable building and fire/life safety requirements as provided in Section 17.64.060, Projections into Required Setbacks.
4. **Yard and Lot Coverage.**
 - a. Patio covers with a solid or impervious roof/cover shall count toward the lot coverage calculation.
 - b. Patio covers with a permeable (i.e., open lattice style) or semi-transparent roof/cover are excluded from the lot coverage calculation.
 - c. Solid cover residential patio covers may use up to 40 percent of the required rear setback as measured by the roof/covering dimensions.

Figure 17.64.020.E-2: Patio Height and Rear and Side Setback



5. **Design.**

- a. Patio covers shall not be enclosed by any walls, partial solid panel wainscoting, and/or glazing, except for the walls adjoining primary and /or accessory building(s), which may not constitute more than two of the four sides of the patio structure.
- b. Patios shall be open structures that are at least 80 percent transparent.
- c. Patios shall not be conditioned space but may be fitted with removable clear plastic or screen mesh.
- d. Metal “lean-to” structures and similar metal structures are prohibited in residential zones.

17.64.030 Fences, Walls, and Hedges (Updated)

- A. **Purpose.** The purpose of this Section is to recognize well-designed fencing as a necessary site feature that can enhance the visual appearance of properties. Requirements ensure safe sight lines and minimize potential negative visual impacts or hazards of tall or unsightly fences, walls, and retaining walls.
- B. **Applicability.** The requirements of this Section apply to all fences, walls, hedges and similar structures. For specific and modified fencing standards in the Spring Lake Specific Plan area, see the standards in the Spring Lake Specific Plan.
- C. **Permits Required.**
 1. All fences and walls over six feet in height and all retaining walls 36 inches or greater in height require a Building Permit.
 2. All fences and walls within the public right-of-way require an encroachment permit and shall be subject to all requirements of this Section in addition to any Public Works requirements.
- D. **Fence, Wall and Hedge Height and Placement.** Fences, walls and hedges shall comply with the height and placement standards below, unless more restrictive standards are required by an operative plan, an adopted policy, or a condition of approval for a project or subdivision.
 1. **Fence and Retaining Wall Combinations.** Where a fence is located at the top of a retaining wall required to address grade differential, and a six-foot maximum height fence is normally applicable, the Director may allow a combined height of fence and retaining wall up to eight feet, as measured from the mid-point of the retaining wall to the fence top. Where the fence is offset from a retaining wall by at least three feet, the fence height shall be measured from finished grade to the fence top.

Figure 17.64.030.D-1: Fence and Retaining Wall Combinations

2. **Front Setback.**

- a. Solid fences, walls, and hedges located within a required front setback or along the front yard property line may be a maximum of three feet six inches in height. See Section 17.64.040 for landscaping requirements adjacent to street-facing walls and fences.
- b. *Exceptions. (New)*
 - i. A wrought iron or powder coated/integral color tubular steel fence up to five feet in height may be installed within a required front setback provided the fence is a minimum of 80 percent open (no more than 20 percent opaque) and setback a minimum of five feet from the back of sidewalk.
 - ii. A fence up to six feet in height may be located 10 feet from the back of the sidewalk provided the top 2.5 feet are open a minimum of 80 percent (no more than 20 percent opaque).
 - iii. A tubular steel fence up to six feet in height is allowed 10 feet from the back of sidewalk in the RCF, IF, and IG zones provided a landscaped and irrigated planting strip composed of climbing vines, shrubs, and trees, is provided along the base of that portion of the fence that abuts the public street or public right-of-way. The remaining setback area between the fence and property line shall be landscaped and maintained in a healthy and growing condition.
 - iv. If necessary for security purposes, as determined by the Director, tubular steel, or equivalent open welded metal fencing, may be placed at the back of sidewalk in the RCF, IF, and IG zones as long as the required landscaping is visible through the fencing.

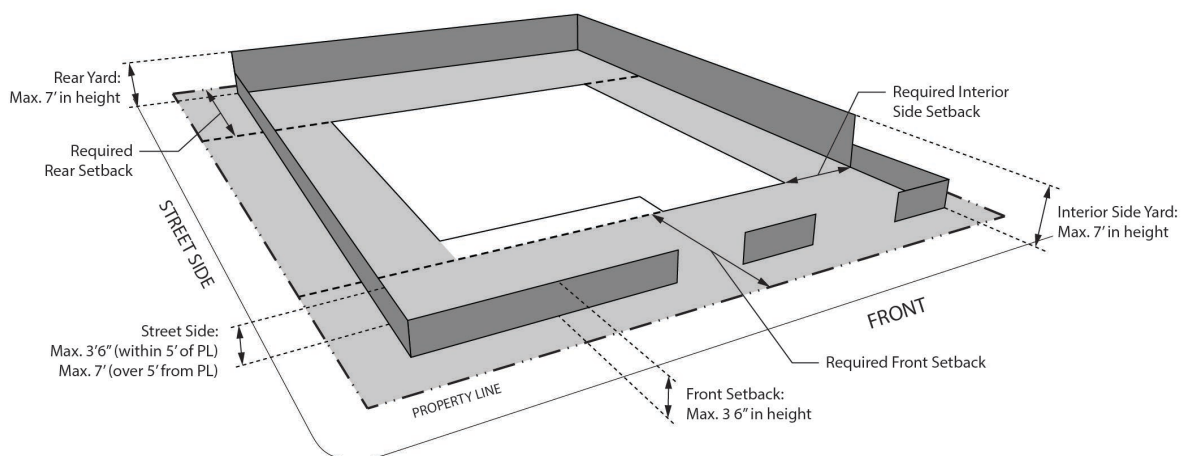
3. **Street Side.**

- a. Fences, walls and hedges within five feet of the street side property line may be a maximum of three feet six inches in height. Fences, walls and hedges

located more than five feet from the street side property line may be a maximum of seven feet in height.

- i. *Exception.* A fence up to seven feet is allowed where the fence is parallel to the street and represents an extension of the primary structure's front façade.
 - b. See Section 17.64.040 for landscaping requirements adjacent to street-facing walls and fences.
4. **Rear and Interior Side Setbacks.** Fences, walls and hedges behind the required front setback within the interior side and rear setback areas may be a maximum of seven feet in height.

Figure 17.64.030.D-2: Fence, Wall, and Hedge Height



5. **Intersection and Driveways.** Notwithstanding other provisions of this Section, fences, walls, and hedges shall comply with Section 17.64.110, Visibility at Intersections.
6. **Additional Fence Height.** Additional fence height up to eight feet may be considered by the Director (Development Review Tier 1) if located outside of a required front setback and more than five feet from a street lot line, provided that the Director determines that the additional height is necessary due to specific circumstances related to on-site safety and security and the fence is designed appropriately to minimize negative visual impacts to neighboring properties.
7. **Fences in the Downtown and NP Zones.** In the Downtown and NP zones, fencing may follow a historically established pattern and location of fencing provided sight visibility, safety and public welfare are not impacted.
 - a. In the Downtown, a wrought iron or tubular steel fence up to five feet in height may be installed within a required front, rear alley and street side setback provided the fence is a minimum of 80 percent open (no more than 20 percent opaque) and setback a minimum of five feet from the back of sidewalk. Rear and interior side

- E. **Double Fence/Walls.** Double walls or fences are prohibited unless the Director finds that:
(New)
1. The existing fence is not adequate to provide basic privacy, safety, security and it is not possible to remove the established fencing material; and
 2. The new fence has been designed to allow access for maintenance and cleanout of the space between the two fences and minimizes the gap to the smallest extent possible to reduce the potential for rodents, debris accumulation, and other nuisance problems.
- F. **Fence and Wall Materials and Design. (New)**
1. Perimeter fencing utilized along a public street shall be constructed of material such as iron, pre-painted welded steel, brick, wood picket, or other similarly durable material.
 2. Fence posts shall be set in concrete.
 3. All wood fencing posts shall be either wood or galvanized metal covered in wood and stained with a semi-transparent or opaque treatment.
 4. Each fence or wall adjacent to the public right-of-way shall be stained, painted, or treated with a graffiti-resistant coating.
 5. One entry gateway, trellis, arbor, or other entry or decorative feature is permitted in the required front yard or street facing side yard of each lot, provided that the maximum height or width of the structure does not exceed ten feet and the maximum depth or width does not exceed six feet.
 6. ***Limitations on Chain-Link Fencing.***
 - a. *Location.* Chain-link fencing is prohibited in Residential and Downtown Zones.
 - b. *Visibility.* Chain-link fencing shall not be located in a front or street side yard setback area, or where visible from the street, a State highway, or an adjacent Residential zone. Exceptions may be granted by the Director in the IG and IF zones for powder coated chain link.
 - c. *Exception.* Welded horizontal and vertical “Hog” Wire or steel cable, that is supported by either a decorative capped stained wood fence frame or decorative welded tubular steel posts and frame, or other similarly architecturally designed fence, may be allowed as a fencing material.
 7. ***Limitations on Concrete/Masonry Block.***
 - a. Plain, concrete block is not permitted as a fencing or wall material along arterials and collectors, in any residential zone, or any area where walls are required as a condition of approval.
 - b. Concrete block must be finished with stucco or be of a decorative material and capped with a decorative cap. Other materials may be approved by the Director should the design provide for an enhanced appearance.
 8. ***Prohibited Fencing Materials.*** The following fence materials are prohibited in all zones

- a. Barbed wire or electrified fence.
- b. Razor or concertina wire, climb-proof spikes, or other hazardous fencing in conjunction with a fence or wall, or by itself.
- c. Improvised security materials such as broken glass or nails.
- d. Improvised materials such as plywood, particle board, paper, plastic tarp, cloth, or secondhand material not designed for fencing, or other similar material.
- e. *Exception. (New)* The Zoning Administrator, or appropriate review body, may approve an exception to fence types listed in subsection A or B through a Development Review Tier 3 review process, for sites in industrial districts, provided the hazardous fencing materials are located at the top portion of a fence which is at least six feet in height where the Director finds such fencing is necessary for security purposes, and is not visible from public rights-of-way. Electrified fencing shall meet all applicable standards as established in California Civil Code Section 835.

G. **Temporary Fencing.**

- 1. **Temporary Construction Fencing.** Temporary construction fencing may be required by the designated approving authority where necessary to protect trees or other sensitive features and the general public from construction activity during site preparation and construction. Temporary fencing shall be removed after 90 days once construction is complete. (See the Woodland Municipal Code Section 12.48.130, Tree preservation of established trees, heritage oak trees, specimen trees and landmark trees as part of development projects or on vacant/undeveloped commercial and residential property.)
- 2. **Temporary Security Fencing.** Temporary security fencing (including chain link) with a maximum height of six feet may be installed around the property lines of vacant property with approval from the Director. Properties shall be maintained in a condition free from weeds and litter.

H. **Gates.** All driveway gates shall be placed to allow adequate “throat depth” for all driveways to prevent vehicles from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. The installation of driveway gates requires Development Review Tier 1 approval (see Section 17.100.050), and if they are electrically operated, a Building Permit is required.

I. **Swimming Pool Fences.** Swimming pools, spas and other similar water features shall be fenced in compliance with the adopted Building Code.

J. **Sound Walls.** Wherever sound walls are required to mitigate sound impacts adjacent to streets, the following standards shall apply. These standards do not preclude the use of other innovative methods of project design utilizing greater setbacks, building design, or mounding.

- a. **Setbacks.** Walls shall be setback a sufficient distance from the ultimate public street right-of-way in accordance with sound attenuation and

landscaping. The area between the right-of-way and the wall shall include a public sidewalk and landscaping, including canopy street trees.

- b. **Materials.** Walls shall be constructed of brick, concrete, or decorative masonry material. The wall surface shall be graffiti resistant and require minimum maintenance.
 - c. **Height.**
 - i. Walls shall be six feet in height along the roadway side, unless additional height is needed as documented by a noise study, required to conform to environmental mitigation measures, or the noise element of the General Plan.
 - ii. Walls required to be greater than 6 feet in height shall be constructed utilizing soil mounding, or other techniques, to reduce the apparent height from the roadway. The mounds shall not exceed a 3:1 slope. Drainage shall be contained so that there is no sheet flow of water onto the sidewalk.
 - d. **Maintenance.** A funding method to provide for the long term, ongoing maintenance of the wall and landscaped area shall be submitted and approved by the city prior to the construction of the wall.
 - e. **Walls adjacent to CalTrans Right-of-Way.** Walls located adjacent to CalTrans rights-of-way shall utilize the CalTrans sound wall design criteria and the CalTrans standard construction drawings of approved sound wall types.
- K. **Screening of Outdoor Uses.** All outdoor uses shall be adequately screened in accordance with Chapter 17.70, Screening Standards.

17.64.040 Landscaping (Updated)

- A. **Purpose.** The purpose of this Chapter is to:
 - 1. Promote an attractive visual environment requiring permanently maintained landscaping;
 - 2. Promote a transition between land uses and minimize or eliminate conflicts between potentially incompatible uses through landscaping;
Soften the appearance of parking lots and other development;
 - 3. Promote conservation and efficient use of water through proper plant selection and placement and to decrease high summer temperature by blocking heat and glare;
 - 4. Provide opportunities for carbon sequestration;
 - 5. Preserve existing established tree canopy; and
 - 6. Implement the Water Conservation in Landscaping Act.
- B. **Applicability.** The regulations of this Section apply to all new development and improvement of existing uses in the City, including any construction, expansion, or improvement on private

property, which requires the issuance of a Building Permit or other approval by the City. Specific applications are as follows:

1. New nonresidential projects, multifamily residential projects, and single-family residential subdivisions.
2. Modification to an existing nonresidential development project that proposes an increase in building square footage by 10 percent or more. In this case, the designated approving authority for design review shall evaluate the existing landscape to ensure compliance with applicable provisions of this Chapter as deemed necessary.
3. New and rehabilitated nonresidential and multifamily residential landscaping projects that include new irrigated landscaping over 500 square feet.
4. Change of occupancy of an existing building requiring a change of occupancy permit as defined by the Building Code.
5. An unpaved area proposed to be used for parking.
6. The removal of existing trees on vacant/undeveloped, multi-unit, or non-residential projects (see also Chapter 12.48, Trees).
7. Any other permit when the Director deems it necessary.

C. Permits Required.

1. A landscape plan is required in conjunction with project entitlement review identified in Section B above.
2. Development Review Tier 1 approval is required for any new or rehabilitated landscaping.

D. Other Applicable Requirements. In addition to the provisions of this Section:

1. California Green Buildings Standards Code (CalGreen);
2. California Model Water Efficient Landscape Ordinance (MWELO);
3. California Plumbing Code (CPC) may apply to landscape plans at the time of plan review submittal for building, landscaping and/or plumbing permits. Where there is a conflict between CalGreen, MWELO, and CPC and this article, the State requirements prevail;
4. Development Engineering Post Construction Standards Plan;
5. Chapter 12.48, Tree Preservation, of the Municipal Code; and
6. Chapter 13.32, Water Conservation, of the Municipal Code.

E. Areas to be Landscaped. The following areas shall be landscaped and may count toward the total area of the site required to be landscaped by the zoning district regulations.

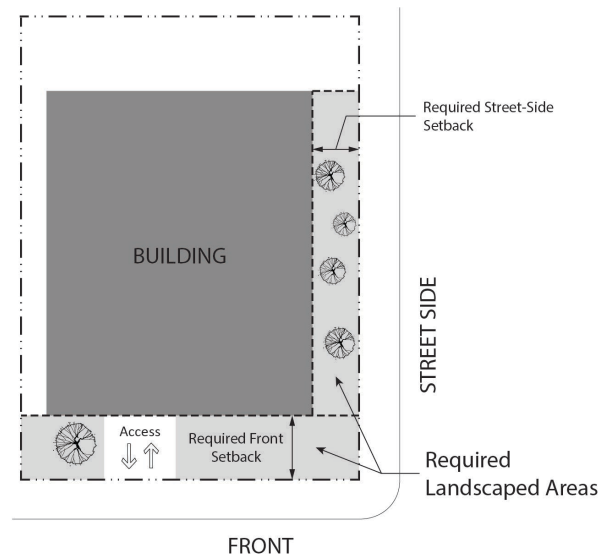
1. **Landscape Area Requirements.** Minimum landscape area (net lot area) requirements by zoning district, inclusive of parking lot landscape requirements, are as follows:
 - a. *R-H zone:* 20 percent

- b. *CMU-WM, CMU-E, CMU-K, and CMU-LIF zones*: 10 percent
- c. *CMU-A, CCMU, and NMU zones*: 15 percent
- d. *RC-F zone*: 15 percent
- e. *IF and IG zones*: 15 percent

2. **Required Front and Street-Facing Setbacks.**

- a. All required front and street-facing side setbacks, except for areas used for parking, exit and entry, shall be landscaped.

Figure 17.64.040.E-1: Areas Required to be Landscaped



- b. **Street Adjacent Walls and Fencing.** A landscaping area shall be installed adjacent to that portion of the wall or fence that fronts a public street between the fence or wall and the property line. All plants shall be properly planted, irrigated, and maintained in accordance with Section 17.64.040, Landscaping.
- c. For additional landscape buffer requirements in the IF zone, see Section 17.56.060.N.

3. **Interior Side and Rear Common Property Lines.**

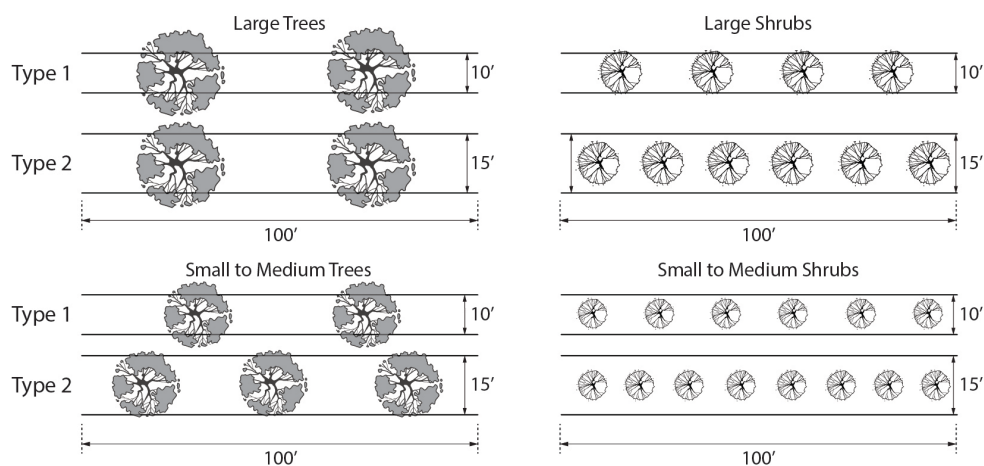
- a. Whenever a development is located adjacent to a zone with a lower maximum intensity, a landscape buffer planted with a mix of trees and shrubs shall be provided along the interior property lines. Tables 17.64.060.E-1 and 17.64.060E-2 indicate when a buffer treatment is required and what type, based on the abutting zone.
- b. Required screen planting shall have a 75 percent summer opacity and 60 percent winter opacity within three years of planting.

Table 17.64.040.E-1: Required Common Property Line Buffers

Zone	Adjoining Zone
------	----------------

	Public or Open Space Zones	R-L or N-P Zone	R-LM, R-M, and R-H Zone	Downtown or Mixed-Use Zone	Commercial Zone	Employment Zone
Public or Open Space Zones	–	Type 1	Type 1	Type 1	–	–
R-L or N-P Zone	–	–	–	Type 1	Type 2	Type 2
R-LM, R-M, and R-H Zone	Type 1	Type 1	–	–	Type 1	Type 2
Downtown or Mixed-Use Zone	Type 2	Type 2	Type 2	–	–	Type 1
Commercial Zone	Type 2	Type 2	Type 2	Type 1	–	–
Employment Zone	Type 2	Type 2	Type 2	Type 2	Type 2	–

Table 17.64.040.E-2: Common Property Line Buffer Types



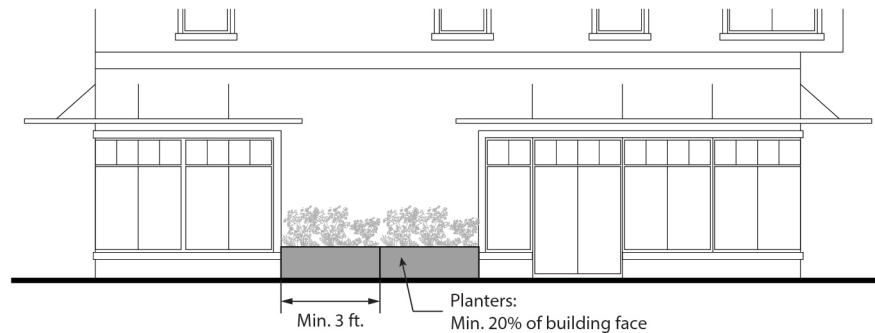
Buffer Yard Type	Minimum Width	Trees per 100 linear feet of Buffer		Shrubs per 100 linear feet of Buffer		Fencing
		Large	Small to Medium	Large	Small to Medium	
Type 1	10 ft	2	2	4	6	Wood or masonry
Type 2	15 ft	2	3	6	8	Masonry

- c. *Alternative Buffering or Screening.* Alternative means of achieving buffering or screening as required in Tables 17.64.060-1 and 17.64.060-2 may be considered by the Director or applicable approval authority provided the alternative will achieve the intended purpose for the buffering or screening. Alternative screening measures include, but are not limited to landscaping,

alternate window and balcony placement, incorporating wing walls or louvers, using glass block or other translucent material, or building placement.

4. **Building Perimeters.** The portions of a nonresidential building that front a public street shall have one or more landscape planters installed along a minimum 20 percent of that building face. The minimum width of the planter shall be three feet or the entire distance between the building and the property line, whichever is less.
 - a. *Exception.* Not applicable to the DX zones.

Figure 17.64.040.E-2: Building Perimeter Landscaping



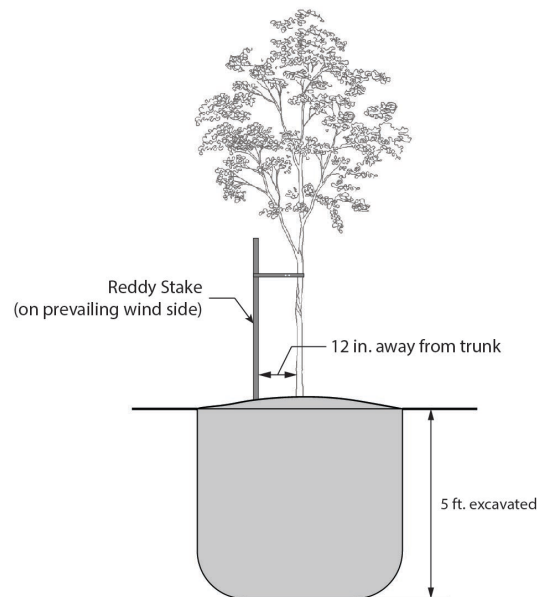
5. **Interior Areas.** All open areas in the interior of a project site shall be landscaped with appropriate plant materials and maintained in good condition as provided in this Code.
6. **Unused Areas.** All areas of a project site not intended for a specific use, including areas planned for future phases of a phased development, shall be landscaped or hydro seeded. The Director may waive this requirement for areas planned for near-term future development.
7. **Parking Areas.** Parking areas as required by Section 17.68.090, Parking Area Development and Design Standards.

F. Required Parking Area Landscaping.

1. **Minimum Landscaped Area in Parking Areas.** A minimum of six percent of the interior portion of a required parking area shall be landscaped in addition to any shading or other requirements.
2. **Landscaping Between Parking Areas and Non-Residential Entrances.** A landscaped area at least three feet in width is required between a non-residential entrance and abutting parking area.
3. **Parking Area Landscaping along the Public Right-of-Way.**
 - a. Along the public right-of-way adjacent to any street front parking there shall be a minimum landscape strip eight feet wide.
 - b. Portions of the right-of-way landscape strip may be reduced to five feet when in the opinion of the Director the following conditions are met:

- i. The total amount of required landscaping, as calculated by applying the eight-foot width requirement, is met along the same street frontage.
 - ii. The reduction does not preclude the requirement for adequate shading or screening of the parking area;
 - iii. The reduction in required width does not impede any other landscape requirement.
- 4. ***Minimum Planter Sizes Within Parking Areas. (Updated)***
 - a. For each tree, a minimum six-foot by six-foot tree well or a planting area a minimum six feet in width shall be provided in an island or finger.
 - b. A planter strip, perpendicular to the cars or any planter island/finger, shall be a minimum of five feet by eight feet.
 - c. Planter dimensions are measured from the interior side of the curb.
 - d. Where large shade tree species as defined in subsection G.16 below are proposed, fewer planter areas may be considered, subject to Director approval as long as resulting planter areas are larger, such as 12 x 12, and provided that the shade tree requirements of Section 17.64.040.G are met.
- 5. ***Parking Lot Tree Planting Requirements.***
 - a. Trees shall be staked with “Reddy Stake” or equal set 12 inches away from trunk on the prevailing wind side. Nursery stakes shall be removed when setting Reddy Stake. Stakes shall be removed once trees can stand by themselves.
 - b. The entire tree planting area shall be excavated to a depth of five feet. Planter shall be backfilled with native soil and necessary amendment prior to planting.

Figure 17.64.040.F-1: Parking Lot Landscaping



- G. **Landscape Plans.** A landscape plan showing compliance with the standards of this Chapter shall be submitted with the permit application for all projects for which landscaping is required. The following may be required as part of the plan set; landscape plan, landscape grading plan, irrigation plan, and shading plan.
1. **Information Required.** Landscape plans shall be drawn to scale and shall at a minimum include the following:
 - a. Proposed plant locations, species type and common name, sizes, quantities, growth rate, and water consumption factor.
 - b. Plants with similar water needs shall be grouped together on the landscape plan. The plant factor, established in the California Department of Water Resources study, Water Use Classification of Landscape Species (WUCOLS) shall be identified for all landscaped areas on site.
 - c. Proposed landscape features (mounds, stepping stones, benches, sculptures, decorative stones, or other ornamental features) locations, dimensions, and materials.
 - d. Proposed landscape structures (sheds, trellises, arbors, gazebos, fire pits, fireplaces, built-in barbeques, decks, retaining walls, and seat walls) locations, dimensions, and materials.
 - e. Location and diameter of any existing trees over six inches in diameter, as measured at 48 inches above natural grade, and whether such tree is proposed for retention or removal.
 - f. Any erosion control or water runoff measures.

- g. Shade coverage as required in Section 17.64.040.H, General Landscaping Requirements and Section 17.64.040.I, Shade Requirements. At minimum shade plans shall include:
 - i. All surface areas, trees drawn to scale representing canopy size at 15 years;
 - ii. Percentage of the tree crown for each tree that will result in shading over the parking or right-of-way surface.
 - iii. Trees shall receive 25 percent, 50 percent, 75 percent, or 100 percent shading credit based on their location relative to paved surface. Where canopies overlap, they may not be counted twice.
 - iv. Include a table identifying the quantity and type of trees used and the percentage of shade credited to each.
 - h. Planting details and methods of application shall be shown.
 - i. Construction detail referencing shall be indicated.
2. ***Preparation by a Qualified Person.*** Landscaping for commercial projects and institutional projects and residential projects consisting of more than two units shall be prepared by a California Registered landscape architect. The architect shall indicate compliance with this Chapter with a written statement on all prepared landscape construction plan sets and intended compliance on all preliminary or conceptual plans.

H. **General Landscaping Requirements.**

1. ***General.***
- a. Landscaping shall be designed as an integral part of the overall site plan with the purpose of enhancing building design, public views and spaces, and providing buffers, transitions, and screening.
 - b. Planting design shall have focal points at project entries, plaza areas, and other areas of interest using distinct planting and/or landscape features.
 - c. Required landscaped areas shall be planted with a combination of ground covers, shrubs, vines, and trees.
 - d. Landscaping may include incidental features such as stepping stones, benches, fountains, sculptures, decorative stones, or other ornamental features, placed within a landscape setting.
 - e. Landscaped areas may include paved or graveled surfaces, provided they do not cover more than 30 percent of the area required to be landscaped.
 - f. Garden areas and other areas dedicated to edible plants are considered landscaped areas and count toward required landscaping.

2. **Required Water Efficient Plants.** Plants shall be one of the following options to ensure that the landscape project meets water efficiency requirements as certified by a qualified landscape professional.
 - a. **Option A: All Low Water Plants.** Exclusive of edible garden areas, all plants and trees shall be low or very low water use (California Department of Water Resources, Water Use Classification of Landscape Species (WUCOLS) plant factor of 0.3). Option A is available for all residential, mixed-use, and non-residential areas.
 - b. **Option B: Primarily Low Water Plants.** Exclusive of edible and decorative garden areas, at least 85 percent of the landscape area shall contain low or very low water use plants (Average WUCOLS plant factor of 0.3). Option B is only available for residential-only areas.
 - c. **Option C: Water Use Calculation.** The estimated total water use (ETWU) of the landscaping shall not exceed the maximum applied water allowance (MAWA), calculated pursuant to the State Water Efficient Landscape Ordinance (MWELO). Option C is available for all residential, mixed-use, and non-residential areas.
 - i. Department of Water Resources Model Water Efficient Landscape Ordinance Compliance Required. Where Option C is selected, all requirements of the Department of Water Resources Model Water Efficient Landscape Ordinance shall apply.
3. **Hydrozones.** Plant materials shall be grouped in hydrozones in accordance with their respective water, cultural (soil, climate, sun and light), and maintenance needs.
4. **Drought-Tolerant Species.** Drought tolerant species and California native species are to be used to the maximum extent possible over non-drought tolerant and nonnative species.
5. **Invasive Plants Prohibited.** Plant species that are listed by the California Invasive Plant Council (CAL-IPC) as invasive are prohibited. Existing invasive plants and noxious weeds shall be removed.
6. **Landscaping Adjacent to Paved Areas.**
 - a. All landscaped areas located adjacent to driveways, loading areas, parking lots and sidewalks shall be protected along the parking lot side with curbs or wheel stops. Alternative treatments may be considered.
 - b. A six-inch high curb with a 12-inch wide concrete walkway shall be constructed along planters on end stalls adjacent to vehicle parking spaces.
7. **Landscaping in Public Areas.** Public landscaping, including street trees, shall comply with City Standard Specifications.
8. **Preservation of Mature Trees.** Existing mature trees on the site shall be preserved whenever it is possible and practical to do so. Site designs shall be prepared to preserve existing trees to the extent possible.

9. ***Heritage Oak Trees.***
 - a. Applicant shall take measures to keep drainage flow around existing Heritage Oak Trees as close to natural state as possible.
 - b. Applicant shall take measures to preserve the area to at least one foot outside the dripline of existing heritage oak trees in a natural state.
 - c. Native oaks may be surrounded with a variety of shade-tolerant native plants or alternative planting, design, or materials at the Director's discretion and in consultation with the City's Arborist.
10. ***Mulch.*** A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seedling applications where mulch is contraindicated.
11. ***Compost.*** Compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contraindicated by a soil test) shall be incorporated.
12. ***Stormwater/Retention.*** Subject to Development Review, landscaped areas and setbacks may be used for stormwater management practices provided tree planting and canopy shading requirements are met. Additional planter spacing may be required. Areas designated for landscape-based stormwater treatment must satisfy the Stormwater Permit requirements of Chapter 8.08, Urban Stormwater Quality Management and Discharge Control.
13. ***Water Features.*** Recirculating water shall be used for all decorative water features.
14. ***Turf.*** Turf defined as a ground cover surface of mowed grass is subject to the following limitations.
 - a. No more than 25 percent of landscaped area may be turf.
 - b. Installation of turf on slopes greater than 25 percent is prohibited.
 - c. Prohibited in locations that are less than 10 feet wide.
 - d. Shall be heat tolerant and lowest water use species available.
 - e. Synthetic turf material may be used in place of any proposed turf areas provided synthetic material is located a minimum six feet from any tree.
15. ***Shrubs and Ground Covers.*** Plants shall be of the following size and spacing at the time of installation:
 - a. ***Ground Covers.*** Ground cover plants other than grasses must be at least a four-inch container size. Areas planted in ground cover plants other than grass seed or sod must be planted at a rate of one per twelve inches on center.
 - b. ***Shrubs.*** Spacing of shrubs shall be according to local conditions; the species, cultivars, or varieties used; and their mature height, spread and form. When

planted to serve as a hedge or screen, shrubs shall be spaced at 75 percent of their mature length.

- i. *Small Shrub.* A small shrub shall have a mature height of three to less than five feet and shall be planted at a minimum from one-gallon containers.
- ii. *Medium Shrub.* A medium shrub shall have a height of between five and eight feet and shall be planted at minimum from five-gallon containers.
- iii. *Large Shrub.* A large shrub shall have a mature height of greater than eight feet and shall be planted at minimum from five-gallon containers.

16. **Trees. (Updated)**

- a. *Required Trees.* Trees shall be provided as follows:
 - i. *R-L, R-LM and N-P Zones.* A minimum of two trees per frontage. If these are not provided in a landscaped parkway strip between the sidewalk and curb, they must be provided on private property and oriented to the street. Corner lots must provide four trees (two for each frontage).
 - ii. *R-M and R-H Zones.* A minimum of one tree per unit.
 - iii. *Downtown and Mixed-use Zones.* A minimum of one tree per residential unit.
 - iv. *Commercial Zones.* A minimum of one tree for every 2,000 square feet of lot coverage.
 - v. *Employment Zones.* Trees are only required in employment zones along the front or exterior side perimeter of a parcel. Trees required in other Sections of this Code, such as parking lot trees or street trees, may count toward this requirement provided the required shading is met.
- b. *Cumulative Requirement.* Trees required in other parts of this Code, including shade requirements, shall apply in addition to these requirements.
 - i. Where it is determined that it is not possible to place all required trees, an applicant may request that the Director allow planting in a nearby public facility or through payment of an in-lieu fee.
- c. *Tree Size.* All required trees shall be a minimum of fifteen-gallon size. Spacing of trees shall be according to local conditions; the species, cultivars, or varieties used; and their mature height, spread and form. Newly planted trees shall be appropriately supported.
 - i. *Small Tree.* A small tree shall have a mature height less than 25 feet and shall be at least one-inch in diameter at six inches above ground level.

- ii. *Medium Tree.* A medium tree shall have a mature height of between 25 and 45 feet and be at least 1 ¼ inch in diameter at six inches above ground level.
 - iii. *Large Tree.* A large tree shall have a mature height of greater than 45 feet and be at least 1 ½ inch in diameter at six inches above ground level.
 - iv. Trees shall be spaced between 12 to 15 feet apart, regardless of tree size.
 - v. Appropriate planter sizing will be determined based on proposed tree sizing at maturity. If larger trees are proposed which have a larger canopy, the planter area shall be increased as needed for the larger tree.
- d. *Stakes.* Trees shall be staked with metal stakes or equivalent as may be approved by the Director.

I. **Shade Requirements. (New)**

- 1. ***Along a Public Right-of-Way.*** Trees shall be planted and spaced in order to achieve a 50 percent canopy cover after ten years. The maximum spacing between trees shall be 35 feet on center. (Trees shall be drawn to scale representing canopy size at 10 years on a shade tree plan)
- 2. ***Surface Parking Areas.*** Shade tree planting shall be installed to provide shade over 50 percent of the auto parking area within 15 years. All required parking is included in the total auto parking area calculation. Areas excluded from the total auto parking area are limited to:
 - a. The surface parking area covered by solar photovoltaic shade structures, or shade structures;
 - b. Truck loading in front of overhead doors;
 - c. Truck maneuvering and main access roads and driveways not used as back-up areas are exempt; and
 - d. Surfaced areas for automobile dealerships and areas used for display, service and vehicle storage.
- 3. ***Other Interior Shade Requirements.*** All multi-unit residential and non-residential projects shall provide the following in addition to the requirements of Section 17.64.040.E, Areas to be Landscaped.
 - a. *General Landscape Areas.* Shade tree plantings shall be installed to provide shade of 50 percent of landscape areas within 15 years.
 - b. *Hardscape Areas.* Shade tree plantings shall be installed to provide shade of 50 percent of hardscape areas, not including parking areas, within 15 years.

- J. **Soil Testing.** For landscape development projects of over 2,000 square feet a soil test shall be obtained to determine appropriate soil amenities and planting requirements.

K. **Irrigation Specifications.** An automatic irrigation system shall be installed that meets the following standards.

1. ***Irrigation of Parking Lot Shade Trees.*** All parking lot shade trees shall be irrigated with either a minimum of two deep watering tubes or drip rings, and in any case shall be on their own valve system separate from the general landscaping valves.
2. ***General Requirements.***
 - a. All irrigation equipment must meet American National Standards Institute (ANSI), American Society of Agricultural and Biological Engineers/ International Code Council (ASABE/ICC) 802-2014 or equal, "Landscape Irrigation Sprinkler and Emitter Standard".
 - b. The following areas must be irrigated with subsurface irrigation or other means that produce no runoff or overspray.
 - i. Slopes exceeding 25 percent.
 - ii. Areas less than 10 feet wide in any direction.
 - c. The irrigation system must be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas such as adjacent property or hardscapes.
 - i. Irrigation systems must be designed for zero run-off onto paved surfaces unless that surface drains to another landscape area.
 - ii. Spray irrigation must be placed at least two feet from impervious surfaces unless that surface drains to another landscape area.
 - iii. Proper irrigation equipment and schedules, including features such a repeated cycle, must be used to closely match application rates to infiltration rates therefore minimizing runoff.
 - iv. Slopes greater than 25 percent, must not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour, and check valves shall be utilized.
 - d. ***Sprinkler Heads.*** Where used, sprinkler heads must be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.
 - i. Sprinkler heads and other emission devices must have matched precipitation rates, unless otherwise directed by the manufacture's recommendations.
 - e. ***Pressure Regulating Equipment.*** Pressure regulating valves or assemblies shall be installed to ensure that the dynamic pressure at each emission device is within the manufacture's recommended pressure range for optimal performance.
 - f. ***Controllers.*** Automatic control systems shall be required for all irrigation systems and must be able to accommodate all aspects of the design.

- i. Automatic irrigation controllers must utilize either evapotranspiration or soil moisture sensor data, or rain sensing override devices.
- ii. Irrigation controllers must be of a type which does not lose programming data in the event the primary power source is interrupted.
- g. *Control Valves.* Plants which require different amounts of water should be irrigated by separate valves.

L. Installation and Completion.

- 1. ***Consistency with Approved Plans.*** All landscaping must be installed consistent with approved plans and specifications, in a manner designed to promote and maintain healthy plant growth.
- 2. ***Timing of Installation.*** Required landscaping must be installed prior to the issuance of a certificate of occupancy for the project.
- 3. ***Certification of Completion.*** Upon completion of the installation of the landscaping and irrigation system, a field observation shall be completed by the licensed project contractor. A certificate of completion shall be submitted to the City by the licensed project contractor. The certificate shall specifically indicate that the plants were installed as specified and that the irrigation system was installed as designed, along with a list of any deficiencies.
 - a. Where Required Water Efficient Plan Option C: Water Use Calculation, was installed, the applicant shall submit a Certificate of Completion pursuant to the Department of Water Resources Model Water Efficient Landscape Ordinance.

M. Maintenance of Landscaping.

- 1. All required landscaping and structural features, must be maintained in a healthy and attractive condition as determined by City, and consistent with the approved landscape plan and Landscape Maintenance Agreement. Maintenance must include, but is not limited to, watering, fertilizing, weeding, cleaning, pruning, trimming, spraying, and cultivating.
- 2. Planting areas must be kept free from weeds, debris, undesirable materials which may be detrimental to public safety, drainage, or site appearance.
- 3. All plant materials must be maintained free from physical damage or injury arising from lack of water, chemical damage, insects, and diseases. Dying, decayed, untrimmed, or plant materials showing such damage shall be remedied, or replaced in kind consistent with an approved landscape plan.
- 4. Prior to the re-occupancy of a building with existing landscaping all portions of damaged or defective irrigation systems, dead, dying, or damaged ground cover, shrubs, and trees must be replaced. Where trees are approved for removal due to maintenance concerns, all portions of the tree, including trunk and roots, shall be removed and stumps shall not be left in the landscape. Trees removed shall be

replaced where feasible consistent with approved landscape plan or as otherwise approved by Director.

5. At the discretion of the Director, the City can require financial security, per year, to ensure the maintenance of landscape.
6. All landscaped areas in a public street, sidewalk, or right-of-way that is abutting a residential property shall be maintained by the adjoining property owner, unless it is maintained through another mechanism such as a Home Owner's Association or Community Facilities or Landscape District.
7. Landscaping within a yard shall not obstruct a public street, intersection, sidewalk, or right-of-way either physically or visually.

17.64.050 Outdoor Lighting and Illumination (New)

- A. **Purpose.** The purpose of this Section is to control outdoor lighting in order to maintain adequate visibility and safety, conserve energy, and protect against glare and excessive lighting. This Section is intended to minimize outdoor artificial light that may have a detrimental effect on the environment, astronomical research, and enjoyment of the night sky. These provisions are also intended to reduce the unnecessary illumination of adjacent properties and the use of energy.
- B. **Applicability.** The standards of this Section apply to all new development and to exterior alterations and additions for multi-family residential, commercial, industrial, mixed use, and public/quasi-public uses that involve replacement light fixtures or systems, except as provided below.
 1. **Exemptions.** The following lighting is exempt from the provisions of this Section.
 - a. Public and private street lighting.
 - b. Athletic field lights used within a school campus or public park.
 - c. Safety and security lighting for public facilities.
 - d. Construction and emergency lighting, provided such lighting is temporary and discontinued immediately upon completion of the construction work or abatement of the emergency.
 - e. Seasonal Lighting displays related to cultural or religious celebrations.
- C. **Prohibitions.** The following types of exterior lighting are prohibited.
 1. **Searchlights.** The operation of searchlights for advertising purposes.
 2. **Mercury Vapor.** Mercury vapor lights.
 3. **Other Light Types.** Laser lights or any other lighting that flashes, blinks, alternates, or moves.
- D. **Outdoor Lighting Plans Required.**
 1. **When Required.** A preliminary outdoor lighting plan shall be submitted as part of each planning permit application, and a final plan shall be submitted as part of an

application for a Building Permit for a new structure, an addition of 25 percent or greater, or modification or replacement of existing lighting. A final outdoor lighting plan is required for all new outdoor lighting installations on commercial, mixed use, multi-unit residential, industrial, and institutional properties. The Director may request outdoor lighting plans from applicants for other types of projects due to location, size, or proposed use, as necessary.

2. **Plan Content.** At a minimum, an outdoor lighting plan shall include the following:
 - a. Manufacturer specification sheets, cut sheets, and other manufacturer-provided information for all proposed outdoor light fixtures to show fixture diagrams and outdoor light output levels;
 - b. The proposed location, mounting height, and aiming point of all outdoor lighting fixtures;
 - c. If building elevations are proposed for illumination, drawings of all relevant building elevations showing the fixtures, the portions of elevations to be illuminated, the illumination level of the elevations, and the aiming point for any remote lighting fixture;
 - d. Photometric data including computer generated photometric grid showing foot-candle readings every 10 feet within the property or site and 10 feet beyond the property lines; and
 - e. The existing or proposed location of all large shrubs and/or trees to be shown on separate and coordinated plan, which illustrates lighting distance from trunk, and impact of tree canopy size and height as existing or at maturity.

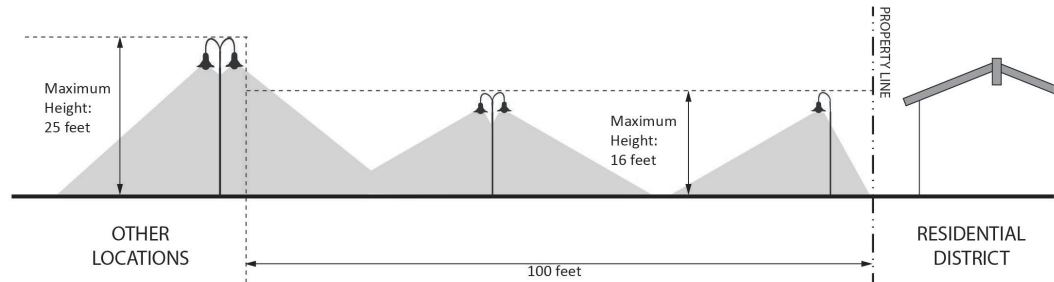
E. Permits Required.

1. An outdoor lighting plan, as determined by the Director, may be required for the projects identified in Section B above.
2. An outdoor lighting plan may be required as part of the submittal for Development Review to ensure safe and appropriate installation of outdoor lighting systems.

F. General Requirements. Outdoor lighting shall be designed to be an integral part of the built environment, reflecting a balance for the lighting needs with the contextual ambient light level and surrounding nighttime characteristics of the community. Lighting for commercial installations adjacent to or near residential uses shall be compatible with and not directly illuminate nearby residential uses.

1. **Maximum Height.** The maximum height of outdoor lighting shall be as indicated in Table 17.64.060.F-1, Maximum Height of Outdoor Lighting Fixtures.

Table 17.64.060.F-1: Maximum Height of Outdoor Lighting Fixtures



Location	Maximum Height
Any Residential zone or within 100 feet of and Residential zone	16 feet ¹
Downtown and Mixed Use zones	18 feet ¹
Commercial and Employment zones	25 feet ¹

Notes:

1. The approval authority may allow additional height for activities, uses, or development with unique lighting needs; accentuating historic architectural features of a building; accentuating signage and/or landscape features; or for security purposes.
2. **Trespass.** All lights shall be directed, oriented, and shielded to prevent light trespass or glare onto adjacent properties. The light level at property lines shall not exceed 0.3 foot-candles. Full cutoff shielding shall be used where adjacent to lower intensity residential uses.
3. **Pedestrian Scale Lighting.** Pedestrian-scaled lighting, less than 15-feet in height, shall be used to illuminate areas used for pedestrian circulation. Bollards may be used as well.
4. **Landscape Accent Lighting.** Landscape lighting fixtures shall be concealed-source fixtures.
5. **Coordination with Landscape Features.** All proposed individual lighting on poles, shall be coordinated with the location of existing or proposed trees and appropriate distances observed based on species and maximum growth habit.
6. **Lighting Design.**
 - a. All lighting shall meet the International Dark Sky Associations (IDA) and Illuminating Engineering Society of North America (IESNA) for "Cut Off" or "Full Cut Off" luminaire, as well as minimizing blue light emission (recommend a color temperature of no more than 3,000 Kelvins; S/P ratio less than or equal to 1.2).
 - b. Fixtures shall be appropriate to the style, material, colors, and scale of the architecture. Fixtures on buildings shall be attached only to walls or eaves, and the top of the fixture shall not exceed the height of the parapet or roof

or eave of roof. Lighting fixtures must be architecturally integrated with building style, material, and colors.

7. **Timing Controls.** All outdoor lighting in nonresidential development shall be on a time clock or photo-sensor system and turned off during daylight hours and during hours when the building or, in the case of shopping centers, all buildings, are not in use and the lighting is not required for security.
8. **Temporary Seasonal Lighting - Exempt.** Temporary seasonal lighting installed between Thanksgiving and January 1 is exempt from this Chapter.

G. Supplemental Requirements

1. **Multi-Unit Residential Buildings.**
 - a. Lighting in parking areas, garage areas, and carport areas shall be maintained with a minimum of one foot-candle of illumination at the ground level during the hours of darkness.
 - b. Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness.
2. **Nonresidential Buildings.**
 - a. Lighting in parking areas, garage areas, carport areas and pedestrian walkways shall be maintained with a minimum of one foot-candle of illumination at the ground level during the hours of darkness.
 - b. All exterior doors, during the hours of darkness, shall be illuminated with a minimum of 1.0 foot-candle of light.

17.64.060 Projections into Required Setbacks (New)

- A. Building projections may extend into required yards in accordance with the standards of Table 17.64.070.C-1, Allowed Building Projections into Required Yards
- B. All building projections are subject to all applicable requirements of the Building Code.
- C. In no cases may any building projection extend closer than three feet to an interior lot line or public utility easement.

Table 17.64.060.C-1: Allowed Building Projections into Required Setbacks

Projection	Front, Street Side	Interior Side	Rear Yard
Cornices, eaves, sunshades, and similar architectural features supported from the structure; Chimneys	Max. 2 ft.	Max. 2 ft.	Max. 2 ft.
Bay Windows	Max. 3 ft.	Max. 2 ft.	Max. 3 ft.
Balconies, fire escapes, uncovered stairs that service upper stories ³	Max. 2 ft.	Max. 0 ft.	Max. 1 ft.

Stoops, or landings, entry roof cover, portico, awning, or pergola ⁷	Max. 3 ft.	Max. 2 ft.	Max. 3 ft.
Porches and Decks			
<i>Less than 18 inches above ground elevation²</i>	Max. 2 ft/in.	Max. 2 ft.	Max. 2 ft.
<i>18 – 30 inches above ground elevation²</i>	Max. 3 ft.	Max. 2 ft.	Max. 2 ft.
Ramps and similar structures that provide access for persons with disabilities	Reasonable accommodation will be made, consistent with the Americans with Disabilities Act; See Section 17.100.160 Reasonable Accommodation for Persons with Disabilities.		

Notes:

1. Typically a limited projection to provide cover over a doorway or entry.
2. Must be open on at least three sides. May not be closer than five feet to a street facing property line or three feet to an interior property line.
3. Balcony may project up to 2-feet in a rear setback as long as the setback is at least 15 feet.

17.64.070 Public Art

- A. **Purpose.** The purpose of this Section is to establish clear guidelines, design standards, and procedures for integrating public art into construction projects throughout the City of Woodland. The City has determined that public art is a critical element in providing for a diverse and culturally rich environment for Woodland residents and visitors. Public art fosters economic development and activity and promotes cultural tourism by enlivening the public areas of buildings and expressing the vitality and heritage of the community. A well-conceived work of art can increase the value of a development project as well. Public art may enhance urban revitalization efforts as the overall image, beauty, and livability of the community are enhanced. Accordingly, to achieve these purposes, the City Council has determined that public art should be regularly integrated into new development projects Citywide, however, it is the intent of this Section that this be a collaborative process between the City representatives and the applicant at all stages of the process with substantial deference to the applicant for how he or she wishes to incorporate public art within the project.
- B. **Public Art Requirement.**
 1. **Public Art Obligation Calculation.** Developers of commercial construction projects, as defined and specified below, shall be subject to the public art requirement as outlined in this Section. The project specific public art obligation shall be based on project construction costs as defined in this Section and as further outlined below:
 - a. **Nonresidential Construction.** Private nonresidential developments with a construction cost exceeding \$350,000.00 and subject to site plan or design review approval shall devote an amount of not less than one percent of the construction cost for public art. Construction costs, as defined in this Section, shall not include any portion of the project that includes system and operational equipment costs, grading, sidewalk repair or reconstruction, landscape installation, or utility facilities. Any developer of a nonresidential

development project with construction costs that exceed \$350,000.00 may submit a request to the design review authority for a less expensive public art contribution provided that developer also submits documentation showing that such a contribution would be prohibitively expensive for project delivery.

- b. *Public Construction.* Public construction projects with a construction cost exceeding \$350,000.00 shall devote an amount of not less than one percent of the construction cost for public art subject to determination of sufficient funding. The construction cost shall be verified by the City Engineer, and the cost shall not include the portion of any project that includes underground public works projects, tree planting, street or sidewalk repair or reconstruction, or utility facilities with the exception of administrative buildings. A maintenance plan shall be developed to ensure any public art constructed as a component of a public construction project is adequately maintained and preserved.
- c. *Cell Towers/Monopoles.* Private construction of a new cellular tower or monopole to support wireless telecommunications antennas and connecting appurtenances shall pay \$10,000 for public art, unless public art is directly incorporated into the design and stealthing of the tower, as approved by the Director or review authority.

2. ***Public Art Obligation Satisfaction Options.*** A developer may choose one of the following options to satisfy his or her public art obligation subject to the review and approval of the design review authority for the project, except as otherwise stated below:

- a. Install public art on the project site in a public place as approved by the design review authority. The creator of the public art shall be an artist as defined in this Section.
- b. Pay an in-lieu fee in an amount equal to one percent of the development project construction cost to the public art fund for the creation, acquisition, and placement of public art in the City. Payment of an in-lieu fee shall be subject to approval by the Community Development Director and not subject to further design review authority approval; or
- c. Place the required public art on an alternative project site in a location approved by the design review authority.

C. ***Exemptions.*** The following development projects shall not be subject to the requirements of this Section:

- 1. Repair or reconstruction of structures that have been damaged by fire, flood, wind, earthquake, or other calamity;
- 2. Historic rehabilitation and/or preservation projects;
- 3. Seismic retrofits or flood protection work performed on existing buildings and structures that do not otherwise qualify as new construction projects;

4. Fire sprinkler installation work items as defined in Chapter 8.20 of the Woodland Municipal Code as part of an existing project;
5. Solar or other renewable energy installation and energy efficiency upgrades as part of an existing project; and
6. Infill development projects, either new construction or redevelopment of existing structures, that are located within the DX-1, DX-2 and DX-3 zones.

D. Design and Installation Standards

1. **General.** The public art shall relate in terms of scale, form, and material to the proposed project and adjacent buildings with regards to architecture and landscaping style to best complement the project site and its surroundings.
2. **Location.**
 - a. *Public Place.* The public art shall be located in an exterior area on public or private property that is clearly visible to the general public as determined by the design review authority.
 - b. Public art commissioned by the City using the public art fund may be moved from time to time as part of a gallery collection placed in public buildings such as City Hall, the Library, or other publicly accessible facilities.
 - c. *Maintenance.* The developer shall submit a maintenance plan to the design review authority for review and approval, shall maintain the public art, and shall be responsible for all maintenance costs for the duration of the public art's placement.

E. Compliance. Prior to obtaining a certificate of occupancy, the developer shall demonstrate compliance with this Section through one of the following:

1. Completed installation of the required public art that satisfies the provisions of this Section and any other conditions specified by the design review authority's approval;
2. Payment of the applicable in-lieu fee as outlined in subsection (C)(2); or
3. Written proof submitted to the Director of a contract to commission or purchase and install the required public art that was approved by the design review authority for the development project. A performance security, in an amount and form determined by the Director, shall accompany such contract to adequately secure performance of the required public art.

F. Public Art Fund. Public art in-lieu contributions shall be placed into the public art fund within the City's General Fund, and maintained, managed, and reviewed by the Director. The public art fund shall be used solely to acquire, commission, design, install, place, improve, and maintain public art throughout the City, consistent with the purpose and objectives of this Section. A reasonable percentage of the public art fund may be allocated for project administration, management and curatorial services as well as the preservation and maintenance of artworks in the City art collection. The City Council shall review the public art fund as part of its annual budget review and approve allocations of public art funds upon the recommendation of the Director or the design review authority. Allocation of public art funds

shall consider available reserves for ongoing maintenance of City owned public art. City Council shall be the final approval authority on all public art projects undertaken through the public art fund upon the recommendation of the Director or design review authority.

G. **Developer's Pre-Application Proposal**

1. **Developer's Proposal.** For each construction project subject to this section's requirements, the developer shall propose to the Director and the design review authority one or more of the methods for the provision of public art described in subsection B, public art requirement, of this Section.
2. **Pre-Application Meeting.** Following submission of the developer's proposal, a pre-application meeting with the developer, Director and/or the design review authority is recommended for newly proposed public art to review the proposal and development requirements and design and location standards for the type of public art proposed, and to ensure a qualified artist is used. When available, it is recommended that the applicant provide preliminary site plan and visual impact drawings to aide in the pre-applicant review process. These meetings are voluntary, and no fees shall be paid for the City's review of material provided at this stage.
3. **Review of Pre-Application Developer's Proposal.** The Director and/or design review authority shall review and respond to the developer's proposal, if necessary, by recommending modifications to the proposed application.

H. **Applications for Public Art Review**

1. **Form and Content.** A proposal for all new public art installations shall be processed upon the application of the developer or its agent, subject to the following:
 - a. The developer shall file a completed application with the Director in a manner prescribed by the City.
 - b. The developer shall submit a vicinity map or site plan depicting the proposed public art installation location and dimensions.
 - c. The developer shall submit photographs and/or elevations of the buildings located on site or those approved for development on-site.
 - d. The Director will verify that the public art will not interfere with use of other adjacent buildings or facilities, pedestrian access to public sidewalks, or public safety.
 - e. When applicable, the developer shall submit material samples, color boards, photo simulations, or other graphic illustrations necessary for the design review authority to determine potential visual impact of the proposed project, and the public art's style, scale, and design as compared to the project and surrounding buildings. The visual representation shall show the proposed public art as it would be seen from surrounding properties from various perspectives.
 - f. The developer shall submit the proposed artist's qualifications.
 - g. The developer shall submit a proposed maintenance plan for the public art.

- h. The developer shall submit all required processing and application fees. Such fees may be set and amended by resolution of the City Council.
- 2. **Approval for Public Art Applications.** The review authority shall review the public art component of the project as part of its consideration of the overall project in those cases where the applicant elects to submit an art installation for approval. The review authority shall determine if the proposed public art complies with the requirements of this Section and shall approve or require resubmission with recommended modifications or conditions for approval based on the findings for approval.
- 3. **Findings for Approval for Public Art Applications.**
 - a. The proposal meets or exceeds the criteria of this Section and is consistent with the General Plan and applicable land use designations.
 - b. The public art is consistent and compatible in its size, design, and appearance with the development and design of the proposed project and surrounding structures and neighborhood.
 - c. The public art will be adequately maintained so as to ensure and preserve its purpose as a permanent piece of public art in the City.
- I. **Appeals.** Any person dissatisfied with the decision to either approve, modify or deny an application for public art, may file an appeal in accordance with the procedures set forth in either Section 17.96, 160, Appeals, as applicable.

17.64.080 Refuse and Recycling Enclosures (New)

- A. **Purpose.** To ensure the appropriate collection and disposal of solid waste, recyclable materials, and organic waste.
- B. **Applicability.** All residential and non-residential properties shall have appropriate solid waste and recycling containers and enclosures to ensure the safe storage and access to the required facilities.
- C. **Other Applicable Requirements.**
 - 1. City of Woodland Municipal Code Chapter 13.08, Solid Waste, Recyclable Materials, and Organic Waste Service.
 - 2. City of Woodland Municipal Code Chapter 13.36, Recyclable Materials.
 - 3. City of Woodland Municipal Code Chapter 13.72, Organic Waste Disposal Reduction.
- D. **Trash Enclosures.**
 - 1. For projects that are comprised of individual units with individual trash pick-up, each unit shall be designed to accommodate the required number of trash totes. The project shall provide for the storage in a screened location during the week and provide for the adequate placement of such totes on trash pick-up day.
 - 2. Trash enclosures shall be required for multiple family, commercial and industrial uses. All of the following shall apply regarding materials, construction and design:

- a. The walls of trash enclosure structures shall be constructed of solid masonry material with a decorative exterior surface finish compatible with the main structure(s). The trash enclosure walls shall be a minimum of six feet in height, and the minimum dimensions shall be adequate for the size and number of dumpster and recycling bins.
- b. The trash enclosure structure shall have solid heavy gauge metal gates. Decorative gates are encouraged in the Downtown Districts.
- c. The trash enclosure shall feature a floor and approach that is paved with a durable, all-weather surface.
- d. Trash receptacles shall be covered or a cover structure shall be constructed above the enclosure so as to protect its contents from the elements.
- e. The trash enclosure for residential developments should be designed to allow walk-in access by residents without requiring the main enclosure gates to be opened.
- f. Where compactors are installed, the compactor shall include plumbing directed to the sewer system to capture leaks and spills.
- g. Signage identifying the types of recyclable materials accepted for collection at the trash enclosure shall be conspicuously posted within the enclosure.
- h. The trash enclosure shall be designed so that adverse impacts such as noise, odor, vectors, or glare are minimized through the use of adequate separation, fencing, landscaping, or other means.
- i. If visible from public view, the perimeter of the trash enclosure structure shall be planted with landscaping, including a combination of shrubs and /or climbing evergreen vines consistent with screening requirements of Chapter 17.70, Screening Standards.
- j. All trash enclosures and compactors shall meet the standards for noise and odor as established in Chapter 17.76, Performance Standards.

17.64.090 Swimming Pools and Spas

- A. **Applicability.** Swimming pools, spas, and any body of water having a depth of more than 18 inches and related equipment shall comply with the standards of this Section.
- B. **Water Containing Portions of Swimming Pools and Spas.** The outside wall of the water containing portion of any swimming pool or spa shall be located as follows.
 - 1. **Front Setback.** The outside wall of the water containing portion of any swimming pool or spa shall be located on the rear half of the lot as measured from the front property line.
 - 2. **Street Side Setback.** The outside wall of the water containing portion of any swimming pool or spa shall be located a minimum of 10 feet from the street side property line.

Where the lot is enclosed by a masonry subdivision perimeter wall, the street side setback is five feet.

3. **Rear and Interior Side Setbacks.** The outside wall of the water containing portion of any swimming pool or spa shall be located a minimum of five feet from the interior side and rear property line.
 4. **Dwelling Unit Setback.** The outside wall of the water containing portion of any swimming pool or spa shall be located a minimum of five feet from the exterior wall of any dwelling unit.
- C. **Filter, Heating, and Maintenance Systems.** All filter, heating, and maintenance systems and equipment shall not be located within any required setback adjacent to a public street, or within three feet of an interior side or rear property line, or within 10 feet of the living area of any dwelling unit on an adjacent parcel unless located within a soundproof enclosure.

17.64.100 Vehicle/Truck Parking and Storage (New)

- A. **Applicability.** This Section applies to commercial truck storage, recreational vehicles, boats, trailers, portable storage, inoperable vehicles, permanent trailers, and portable storage/ISO containers in all zones.
- B. **Truck Storage.**
 1. **Commercial Trucks.** The parking of commercial trucks, excluding semi-trailers, in support of an existing business is permitted in non-residential zones.
 2. **Semi-trailers/Eighteen-wheelers.** Large scale semi-trailers are permitted in Commercial and Employment zones in support of and ancillary to a primary existing business. Limited term parking is permitted in Commercial zones and in the Industrial Flex zone for the delivery and pick up of goods. Longer-term parking/storage is permitted only in the Industrial General zone, associated with and in support of large-scale manufacturing and distribution uses. Freight/trucking facilities as a standalone or primary use are not permitted.
 3. **Landscaping and Screening.**
 - a. Trucks shall be located behind the primary building and away from any public right of way whenever feasible. When infeasible, there shall be a minimum 10-foot landscape area along all streets to provide screening, unless a greater setback is required elsewhere in this code.
 - b. Additional screening and landscaping, as determined by the Director may be required where necessary to prevent visual impacts on public view or adjacent properties.
 4. **Operational Requirements.**
 - a. Truck or vehicle repairs shall be reviewed through an appropriate entitlement process and shall occur within enclosed buildings.
 - b. There shall be no dismantling of trucks.

- c. Trucks oriented for the purpose of advertising is prohibited.
 - d. Retail sales of vehicles is prohibited unless part of an approved entitlement.
- 5. **Surface Paving.** All parking and maneuvering areas shall be graded, prepared, and paved/surfaced per standards for parking lots. Truck parking on an unimproved surface is prohibited.
- C. **Recreational Vehicles, Boats and Trailers.** Recreational vehicles, fifth wheel trailers, boats, trailers, etc., collectively referred to as Recreation Vehicles in this Section may be permitted per the provisions below, provided that they are not subject to Chapter 17.128, Enforcement. See "Indoor Warehousing and Storage," and/or "Storage Yard" provisions in the use tables for long-term storage of Recreational Vehicles.
 - 1. **Habitation.** Recreational Vehicles may not be used for sleeping or habitation unless permitted per Section 17.84.240, Manufactured Home Parks, RV/Trailer Parks, and Manufactured Buildings.
 - 2. **Residential Zones. (Updated)**
 - a. On a single family site, recreational vehicles shall be parked on a non-permeable surface in a fenced area, or in the rear yard or side yard, screened by a wall or solid fence not less than six feet in height.
 - b. Recreational vehicles shall not project beyond the front limits of the home.
 - c. Recreational vehicles may not be parked and/or stored on a multi-family site, unless stored in a fully enclosed garage with a non-permeable surface.
 - d. A recreational vehicle may be parked in a driveway or front of home in a manner that does not inhibit the flow of traffic for purposes of loading and unloading for up to 96 hours in any month.
 - e. A recreational vehicle that is not loading or unloading shall not be parked more than 72 hours in any one location at a time. For purposes of this Section, parking for up to 72 hours includes parking on a non-permeable surface in the front yard, the driveway, and street.
 - f. Construction-related trailers shall be removed upon completion of the construction or repairs.
 - 3. **Non-Residential Zones.**
 - a. No personal recreational vehicle may be parked for more than 12 hours in any month on a site and shall not encroach into the public right-of-way. Areas used for this purpose shall be located outside of any required yard and/or any landscape areas.
 - b. Off-site overnight parking may be permitted in Commercial and Employment zones where out of immediate view of the public right-of-way.
 - c. Camping is prohibited. (Refer to Municipal Code Chapter 9.48 Camping Within the City Limits.)

- d. Parking areas shall be graded, prepared, and paved/surfaced per standards for parking lots. Parking on an unimproved surface is prohibited.
 - e. Trailers oriented for the purpose of advertising are prohibited.
 - f. Repair and/or retail sales of recreational vehicles is prohibited unless part of an approved entitlement.
- 4. **Recreational Vehicles at Hospitals.** Hospitals may provide recreational vehicle parking areas for hospital visitor overnight stays, provided the hospital provides utility connection areas.
- D. **Inoperable Vehicles.** In addition to the standards of Woodland Municipal Code Section 9.04.030, Acts Constituting a Nuisance, the following standards apply to inoperable vehicles.
 - 1. **Residential Districts.** Inoperable vehicles in residential districts shall not be visible from the public right-of-way. Inoperable vehicles may only be stored on non-permeable surfaces in residential garages, or rear or side yards. Inoperable vehicles shall be limited to one per lot.
 - 2. **Non-Residential Districts.** In non-residential districts inoperable vehicles shall be screened from public streets. If staging for repair, as part of an approved entitlement, vehicles may only be visible for up to eight hours prior to being moved into the repair garage. Inoperable vehicles may not be stored in public view overnight unless the vehicle was transported to the site after business hours.
- E. **Permanent Trailers/Portable Storage/ISO Containers. (New)** Permanent Trailers, Portable Storage or ISO Containers, collectively referred to as Storage Containers in this Section may be permitted per the provisions below, provided that they are not subject to Chapter 17.128, Enforcement.
 - 1. **Residential Zones.** In Residential zones, prefabricated storage containers that are architecturally treated and designed consistent with applicable Building Code requirements to be habitable, may be considered as a building material with approval of a Development Review Tier 2 Permit or applicable entitlement process if discretionary review is required.
 - a. Structures shall have architectural features such as openings (door/windows), architectural projections such as awnings, trellis, patio covers.
 - b. Painting only does not meet the requirements of this Section.
 - 2. **Non-Residential Zones.** In non-residential zones, prefabricated storage containers (uninhabitable) intended to be permanent or on a parcel in excess of one year, shall be reviewed under a Zoning Administrator Permit and Development Review Tier 2 Permit for design and placement of the container, including landscaping as appropriate to screen the facility, mitigate blank wall surfaces, and provide shade and reduce heat. (See Section 17.84.370.B.4 for Temporary Prefabricated Storage, Shipping, or Cargo Containers.)

- a. Storage containers for storage purposes are not permitted in residential zones.
3. **Temporary and Portable Storage Units.** Temporary and portable storage units may be parked on a driveway or in a parking space in residential and non-residential zones for the purposes of loading and unloading.
 - a. Units may not be on site for more than 96 hours in a month.
 - b. Units shall not encroach into the public right-of-way (sidewalk), nor be placed in the street or front lawn, unless the lot does not have a driveway, then it may be placed in the front yard.
 - c. Units that will be on site longer than 96 hours shall be subject to the Temporary Use provisions of Section 17.84.370.B.4.

17.64.110 Visibility at Intersections

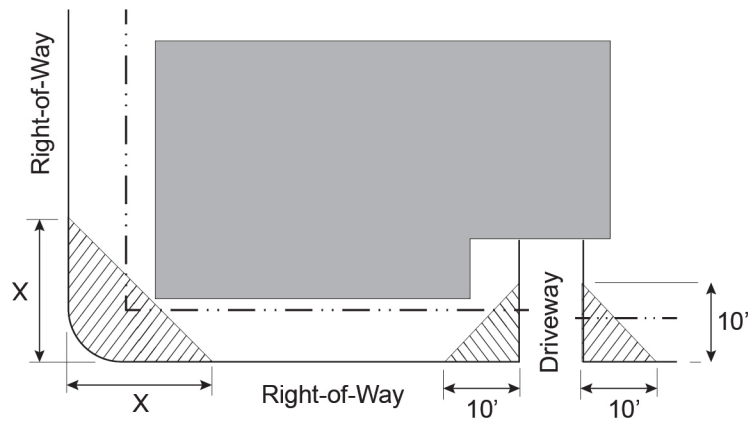
- A. **Sight Distance.** Sight distance is the length of roadway or driveway visible to a driver. No foliage, fences, or structural features shall extend into the cross-visibility area between three and one-half feet and seven feet above the surface of the public sidewalk or finished grade where the sidewalk does not exist.
- B. **Cross-Visibility Area.**
 1. **Intersection of Driveways and Public Rights-of-Way.** The cross-visibility area at the intersection of a driveway and a public right-of-way is a triangle having two sides 10 feet long and running along the driveway and public right-of-way, with the two 10-foot sides beginning at the intersection and the third side formed by a line connecting the two ends. All measurements shall be from the edge of the curb, or the edge of the vehicular travel area if no curb exists.
 2. **Intersection of Two Public Rights-of-Way.** The cross-visibility area at the intersection of two public rights-of-way is a triangle having two sides "X" feet long and running along each public right-of-way, with the sides beginning at their intersection and the third side formed by a line connecting the two ends (See Engineering Standard 13.05 and Figure 13A). All measurements shall be from the edge of the curb, or the edge of the vehicular travel area if no curb exists.

Table 17.64.110.B-1: Cross Visibility Triangle Side Lengths

Zone	Length of Side "X"
Residential Zones	30 feet
Downtown Zones	16 feet
Mixed-Use Zones	18 feet
Commercial Zones	20 feet
Employment Zones	20 feet

3. **Modifications.** Sight visibility requirements may be modified depending on traffic safety considerations as determined by the City Engineer. Modifications may be required depending on roadway classification, traffic speeds, obstructions, or other site visibility concerns.
4. **Conflicts in Standards.** Wherever there may be a conflict between two standards, the most restrictive shall apply.

Figure 17.64.110.B-1: Cross-Visibility Areas



Chapter 17.68 Parking and Loading

17.68.010 Purpose

The specific purposes of the parking and loading regulations are to:

- A. Minimize design impacts that can result from parking lots, driveways, and drive aisles within parking lots.
- B. Offer flexible means of minimizing the amount of area devoted to vehicle parking by allowing reductions in the number of required spaces in transit served locations, shared parking facilities, and other situations expected to have lower vehicle parking demand.
- C. Reduce potential environmental impacts including urban runoff and the heat island effect.
- D. Ensure that adequate parking is provided for new land uses and alterations to existing uses.
- E. Insure that adequate off-street bicycle parking facilities are provided and promote parking lot designs that offer safe and attractive pedestrian routes.
- F. Establish standards and regulations for safe and well-designed parking, unloading, and vehicle circulation areas that minimize conflicts between pedestrian and vehicles within parking lots and where appropriate, create buffers from surrounding uses.
- G. Provide loading and delivery facilities in proportion to the needs of allowed uses.

17.68.020 Applicability

The requirements of this Chapter apply to the establishment, alteration, expansion, or change in any use or structure, as provided in this Section.

- A. **All New Buildings and Land Uses.** On-site parking and loading in accordance with this Chapter shall be provided at the time any main building or structure is erected or any new land use is established.
- B. **Change in Use or Occupancy or Reconstruction.**
 - 1. When a change in use, expansion of a use, or expansion of floor area creates an increase of 20 percent or more in the number of required on-site parking or loading spaces, additional on-site parking and loading shall be provided for such addition, enlargement, or change in use and not for the entire building or site.
 - 2. If the number of existing parking spaces is greater than the requirements for the change in use or occupancy, the number of spaces in excess of the prescribed minimum may be counted toward meeting the parking requirements for the addition, enlargement, or change in use.
 - 3. A change in occupancy is not considered a change in use unless the new occupant is in a different use classification than the former occupant.
 - 4. Additional parking and loading spaces are not required for the reconstruction of an existing building damaged by an act of nature where there is no increase in floor area.

- C. **Alterations that Increase the Number of Dwelling Units.** The creation of additional dwelling units through the alteration of the existing building or construction of an additional structure may require the provision of on-site parking to serve the new dwelling units in accordance with Table 17.68.030-A, Required Parking in the Downtown and Mixed-Use zones and Table 17.68-030.B, Required Parking in the Residential and Non-Residential zones, below.

17.68.030 Required On-Site Parking Spaces (Updated)

- A. **Required On-Site Parking in the Downtown and Mixed-Use Zones.** Required on-site parking spaces for the Downtown and Mixed-Use zones are indicated in Table 17.68.030.A-1, Required Parking in the Downtown and Mixed-Use zones. Required parking for any use not listed in Table 17.68.030.B-1 shall be the same as stated in Table 17.68.030.C-1, Parking Requirements for Residential and Non-Residential zones.
- B. **Existing Buildings In Downtown.** Existing buildings which currently operate in the Downtown zones are exempt from the parking requirements set forth in this Section, except as provided below:
1. Off-street parking shall be required upon the expansion, addition, or change in use of existing buildings as follows:
 - a. Same as B.1 above.
 - b. Same as C above. (Where a residential unit did previously exist, no parking is required, such as use of the upstairs portion of a downtown building).

Table 17.68.030.B-1: Required Parking in the Downtown and Mixed-Use Zones

	Downtown Zones (DX-1, DX-2, DX-3, and DX-4)	Mixed-Use Zones (CMU-WM, CMU-E, CMU-K, CMU-A, CMU-F, and CCMU)
New Residential Uses		
Studio and 1 bedroom	1 space per unit	1 space per unit plus 1 additional guest space every 5 units for projects greater than 4 units
2 bedrooms	1.25 spaces per unit	1.25 spaces per unit plus 1 guest space for every 5 units for projects greater than 4 units
3 or more bedrooms	1.5 spaces per unit	1.5 spaces per unit plus 1 guest space for every 5 units for projects greater than 4 units
Non-Residential Uses		
Office	1 space per 500 square feet	1 space per 500 square feet
Retail	1 space per 500 square feet	1 space per 500 square feet
Restaurant	1 space per 500 square feet	1 space per 500 square feet
All other non-residential uses	1 space per 400 square feet	1 space per 400 square feet

- C. **Required On-Site Parking in the Residential and Non-Residential Zones.** Parking requirements for R-1, N-P, R-LM, R-M, R-H, RC-F, RC, IF, IG, PF, OS, and FSA zones are indicated in Table 17.64.030.C-1, Required Parking in the Residential and Non-Residential zones.

Table 17.68.030.C-1: Required Parking in the Residential and Non-Residential Zones		
Residential Uses		
Single-Family Dwelling (Attached and Detached) and Duplexes	2 per dwelling unit, must be located in a garage.	
Accessory Dwelling Unit	See Section 17.84.030	
Multi-Unit Dwelling (See Section 17.68.050.A for Affordable Multi-Unit Dwellings)		
Studio and 1 bedroom	1.25 space per unit	One covered space per unit.
2 bedrooms	1.5 space per unit	One additional uncovered guest parking space must be provided for every 5 units
3 or more bedrooms	1.5 spaces per unit	One covered space per unit. One additional uncovered guest parking space must be provided for every 3 units.
Single Room Occupancy	0.5 spaces per unit	
Family Day Care, Large	1 per employee, plus an area for loading and unloading children, on or off-site. Required spaces and residential driveway for the primary residential use may be counted toward meeting these requirements.	
Live/Work	1 per unit, or 1 for every 1,000 sf of floor area, whichever is greater.	
Residential Care Facility, Large	2 spaces for the owner-manager; 1 for every 5 beds; and 1 for each non-resident employee	
Residential Care Facility, Small	None beyond what is required for the residential housing type (Single-Family Dwelling, Duplex, or Multi-Unit Dwelling)	
Supportive and Transitional Housing	None beyond what is required for the residential housing type (Single-Family Dwelling, Duplex, or Multi-Unit Dwelling)	
Commercial Uses	1 per 300 square feet, or as determined by the Review Authority, unless otherwise specified below.	
Automobile/Vehicle Sales and Services		
Automobile Rental Office	1 per 250 sf office area plus spaces for all vehicles for rent	
Automobile/Vehicle Sales and Leasing, New	1 per 2,500 square feet of lot area plus 2 per service bay	
Automobile/Vehicle Service and Repair (Minor and Major)	1 space plus 1.5 per service bay and 1 per 250 sq ft for of any retail or office on site	
Farm/Agricultural Equipment Sales, Service and Rental	1 per 2,500 square feet of lot area plus 2 per service bay	

Table 17.68.030.C-1: Required Parking in the Residential and Non-Residential Zones

<i>Fueling Station</i>	1.5 per bay if service bays are included on site; 1 per 250 sq ft of any retail and/or office on site. Parking spaces provided for fueling stations shall not count toward meeting parking standards.
<i>Large Vehicle and Equipment Sales</i>	1 per 2,500 square feet of lot area plus 2 per service bay
<i>Tire Retreading and Capping</i>	1 space plus 1.5 per service bay and 1 per 250 sq ft for of any retail or office on site
<i>Washing (Full Service)</i>	0.5 per service bay plus 1 per 250 per sf of indoor sales, office, or lounge area
<i>Washing (Self Service)</i>	0.5 per service bay
Eating and Drinking Establishments	
<i>Bar/Nightclub/Lounge, Brewpub, Microbrewery, Micro-Distillery</i>	1 per 100 sf of floor area
<i>Restaurant, Full Service</i>	1 per 150 sf of floor area plus 1 per 150 of outdoor dining areas over 300 square feet.
<i>Restaurant, Limited Counter Service/Fast Casual Food</i>	1 per 250 sf of floor area. For drive through establishments, see Section 17.84.160.
<i>Tasting Room</i>	1 per 100 sf of floor area
Lodging	
<i>Bed and Breakfast</i>	1 per guest room and 1 manager's space
<i>Boarding House</i>	1 per sleeping room or 1 per 2 guest/resident beds, whichever is greater
<i>Hotel and Motel</i>	1 per guest room and 1 manager's space
Office Uses	
<i>Business, Professional, and Technology</i>	1 per 400 sf of floor area
<i>Medical and Dental Offices</i>	1 per 300 sf of floor area of lab, x-ray or similar specialty plus five parking spaces per each doctor
Personal Services	
<i>General Personal Services</i>	1 per 400 sf of floor area, or 2 per service room or function plus 2 for administrative staff, whichever is greater
<i>Instructional Services</i>	1 per 250 sq ft of public or instruction area
Recreation, Fitness and Entertainment	
<i>Cinema/Theater</i>	1 per 5 seats in the main assembly area, or 1 for every 50 square feet of assembly area for group activities or where temporary or movable seats are provided, whichever is greater.
<i>Indoor Entertainment Facility</i>	1 space per 400 sq ft of floor area open to the public
<i>Indoor Sports and Recreation (Small-Scale and Large-Scale)</i>	1 space per 400 sq ft of floor area open to the public

Division III: Citywide Standards

Table 17.68.030.C-1: Required Parking in the Residential and Non-Residential Zones

<i>Outdoor Sports and Recreation Facility</i>	1 space per 400 sq ft of floor area open to the public
Retail	
<i>General Retail Sales</i>	1 per 400 sq ft, max. 1 per 300 sq ft
<i>Grocery Store</i>	1 per 400 sq ft, max. 1 per 300 sq ft
<i>Large Format Retail Sales</i>	1 per 400 sq ft, max. 1 per 300 sq ft
<i>Nursery and Garden Center</i>	1 per 500 square feet of floor area, plus 1 per 2,000 sf of outdoor display area
<i>Residential Limited Retail</i>	None
Public/Institutional	1 per 250 square feet or as determined by the Review Authority, unless otherwise specified below
Colleges and Trade Schools	1 per 5 members of the school population, (including students, faculty, and staff) based on maximum enrollment.
Community and Religious Assembly	1 per 5 seats in the main assembly area, or 1 for every 50 square feet of assembly area for group activities or where temporary or movable seats are provided, whichever is greater. For auxiliary classrooms, 1 space per classroom.
Community Garden	None
Cultural Facility	1 space per 400 sq ft of floor area open to the public
Day Care Center	1 per employee, 3 per classroom/instructional care room, plus 2 loading spaces up to 100 students; greater than 100 students additional loading/unloading spaces required per the Zoning Administrator.
Emergency Shelter	1 per 500 square feet
Hospitals and Clinics	
<i>Hospitals</i>	1 per 1.5 beds, plus 1 per 300 square feet of area used for office, clinics, testing, research, administration, and similar activities associated with the principal use.
<i>Skilled Nursing Facility</i>	1 for every 7 residents plus 1 for each live-in caregiver. Facilities serving more than 15 residents shall also provide 1 space for each caregiver, employee and doctor on-site at any one time.
<i>Clinic</i>	1 per exam room, plus 1 per 300 square feet of area used for office, clinics, testing, research, administration, and similar activities with the principal use.
School	To be determined by the Zoning Administrator based on use, facilities, and location
Social Service Center/Daytime Service Facility	1 per 350 square foot of floor area

Table 17.68.030.C-1: Required Parking in the Residential and Non-Residential Zones

Industrial, Transportation, Communications, and Utilities Uses	1 per 2,000 square feet or as determined by Review Authority, unless otherwise specified below
Building Materials and Supply	1 per 500 square feet of floor area, plus 1 per 2,000 sf of outdoor display area.
Food Preparation	1 per 500 square feet of floor area
Industrial (Heavy, Light and Medium)	1 per 2,000 sq. ft. of use area plus 1 per 300 sq. ft. of office area
Recycling Processing Facility	1 for each 2 employees on the maximum work shift, or 1 per 1,000 sf of floor area, whichever is greater.
Research and Development	1 per 600 sf of manufacturing and assembly, 1 per 300 sf of office, 1 per 2000 sf of warehouse, and 1 per 800 sf of laboratory.
Warehousing, Storage, Logistics and Distribution	
<i>Chemical or Mineral Storage</i>	1 per 2,500 sf. Up to 10,000 sf, plus 1 per 5,000 sf over 10,000 sf, plus 1 per 300 square feet of office area.
<i>Indoor Warehousing and Storage, Logistics and Distribution</i>	1 per 2,500 sf. Up to 10,000 sf, plus 1 per 5,000 sf over 10,000 sf, plus 1 per 300 square feet of office area.
<i>Personal Storage Warehouse Facility</i>	1 per 50 storage units plus one manager space
Light Fleet Based Services	1 per 300 sq. ft. of office plus 1 truck parking space for each delivery vehicle on-site

- D. **Parking Requirements for Uses Not Specified.** When parking requirements for a use are not specifically stated, the parking requirement for such use shall be determined by the Director, based on the requirement from the most comparable listed use in this Code.

17.68.040 General Provisions

- A. **Calculation of Required Spaces.** The number of required parking spaces shall be calculated according to the following:
1. **Fractional Spaces.** When calculations determining the number of required parking spaces result in a fractional space, any fraction over one-half shall require one additional parking space.
 2. **Floor Area.** Where an on-site parking or loading requirement is stated as a ratio of parking spaces to floor area, the floor area is assumed to be gross floor area, unless otherwise stated.
 3. **Employees.** Where an on-site parking or loading requirement is stated as a ratio of parking spaces to employees, the number of employees shall be based on the largest shift that occurs in a typical week.
 4. **Bedrooms.** Where an on-site parking requirement is stated as a ratio of parking spaces to bedrooms, any rooms having the potential of being a bedroom and meeting the standards of the Building Code as a sleeping room shall be counted as a bedroom.

5. **Seats.** Where parking requirements are stated as a ratio of parking spaces to seats, each 80 inches of bench type seating at maximum seating capacity is counted as one seat.
6. **Queuing Area.** The number of parking spaces required does not include queuing space that may be required for vehicles and customers waiting in vehicles for service pump stations, drive-throughs, auto service bays, or similar uses.
7. **Sites with Multiple Uses.** If more than one use is located on a site, the number of required on-site parking spaces and loading spaces shall be equal to the sum of the requirements calculated separately for each use unless a reduction is approved pursuant to Section 17.68.050, Alternative Programs for Parking.

B. Location of Required Parking.

1. Parking shall not be located in a required front or street facing side yard except for driveways on residential lots, which may count toward required uncovered residential parking.
2. Required parking for residential uses shall be on the same lot as the dwelling or use they serve or in an off-site facility as provided in Subsection B.3 below.
3. **Off-Site Parking Facilities.** Parking facilities for uses other than Single-Unit Dwellings, Two-unit Dwellings, and Accessory Dwelling Units may be provided off-site with Review Authority approval provided the following have been met:
 - a. **Location.**
 - i. Residential Uses. Any off-site parking facility must be located within 300 feet, along a pedestrian route, of the unit or use served.
 - ii. Nonresidential Uses. Any off-site parking facility must be located within 600 feet, along a pedestrian route, of the principal entrance containing the use(s) for which the parking is required
 - iii. Off-site properties held under a long-term lease through a recordable covenant, or other security.
 - b. **Parking Agreement.** A written agreement between the landowner and the City in a form satisfactory to the City Attorney shall be executed and recorded in the Office of the County Recorder. The agreement shall include:
 - i. A guarantee among the landowner for access to and use of the parking facility; and
 - ii. A guarantee that the spaces provided will be maintained and reserved for the uses served for as long as such uses are in operation.
 - iii. The Community Development Director shall be noticed immediately if any change, termination or default of the off-site parking agreement.
 - iv. Upon notification of possible termination of an off-site parking agreement, the Community Development Director shall determine a reasonable time in which one of the following shall occur:

- a) Substitute parking shall be provided that is acceptable and secured; or
 - b) An in-lieu parking fee shall be paid for each space eliminated.
- C. **Motorcycle Parking.** Motorcycle parking spaces may substitute for up to five percent of required automobile parking for Commercial or Industrial Uses. Each space must be at least four feet wide and seven feet deep.
- D. **Parking Accessibility and Availability.**
 - 1. **Accessible Parking.** Where parking is provided for the public as clients, guests, or employees, it shall include parking accessible to persons with disabilities in accordance with the standards of Chapter 2-71, Title 24 California Administrative Code.
 - 2. **Parking to be Unrestricted.**
 - a. Parking required by this article shall be available to the public without charge. A fee for parking may only be charged for spaces that exceed the minimum requirements of this article.
 - b. Residential Parking. Where this article requires communal parking areas in residential areas, said parking shall not be restricted to individual units.
 - 3. **Access to Adjacent Sites.** Whenever possible, new commercial and office development shall provide shared vehicle and pedestrian access to adjacent properties for convenience, safety, and efficient circulation. A joint access agreement shall be required. If either site is developed and there is no feasible location to gain access, the Director may waive this condition, however, the removal of excess parking may not be considered a barrier to gaining access.
- E. **Moved Buildings and Structures.** Any building or structure which is moved from one lot to another shall be provided with off-street parking in the amount required for a new building or structure as required by this Chapter.
- F. **Additional Parking Required Where There is Limited or No On-Street Parking. (New)** In those instances, where a multi-family residential project over four units, or small lot single family product does not have direct access to public on-street parking in the immediate vicinity, the project shall be required to provide more on-site parking to the equivalent of one additional space per unit.
- G. **On-Street Parking.** On-street parking along a lot frontage may be counted toward the parking requirement subject to review authority approval.
- H. **Parking Considerations for the Downtown Districts.** Parking in the Downtown Districts shall:
 - 1. Maintain and enhance a pedestrian oriented environment in the downtown parking district;
 - 2. Promote and encourage economic investment in the downtown parking district;

3. Promote re-use and renovation of historic buildings in the downtown parking district, while encouraging new investment and construction;
4. Enhance the vitality of the downtown by encouraging an appropriate mix of future development and land uses;
5. Encourage mixed-use development supporting residential and office on the upper floors and ground floor office, retail and restaurants.

17.68.050 Alternative Programs for Parking (New)

- A. **Affordable Units.** On-site parking requirements for affordable multi-unit dwellings of three or more units of moderate income or below may be reduced to the following, unless further reduced by AB 2345 or other State law:
1. **Required Parking Spaces.**
 - a. Studios and one bedroom units: One space per unit
 - b. Two bedroom units: 1.25 spaces per unit
 - c. Three or More Bedrooms: 1.5 spaces per unit
 2. **Guest Parking.** One additional uncovered guest parking space must be provided for every 5 units
 3. **Covered Spaces.** One covered space per unit is required.
- B. **Parking Reductions.** The number of on-site parking spaces required may be reduced as follows:
1. **Private Car/Van Pool Operations.** Office or Industrial developments which guarantee preferred parking spaces to employees who participate regularly in car or van pool may have their parking reduced by one space for every one space which is marked for car or van pool at a preferred location.
 2. **Transit Accessibility.** For any land use, except residential single unit, duplex, and triplex development, if any portion of the lot is located within one-quarter mile of a transit stop with a 15 minute or more frequent service during the hours of 7 AM to 9 AM and 5 PM to 7 PM, the number of required parking spaces may be reduced by 30 percent of the normally required number of spaces.
 3. **Shared Parking.** Where a shared parking facility serving more than one use will be provided, the total number of required parking spaces may be reduced up to 40 percent, at the discretion of the review authority, if all findings are made:
 - a. The peak hours of uses will not overlap or coincide to a degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;
 - b. The proposed shared parking provided will be adequate to serve each use;
 - c. The use(s) will be adequately served by the proposed on-site parking;

- d. A shared use parking analysis is provided to support the proposed shared parking arrangement;
 - e. When a shared parking facility serves more than one property, a parking agreement shall be prepared.
- 4. **Other Parking Reductions.** Required parking for any use may be reduced at the discretion of the Review Authority, if the following findings are met:
 - a. The site is developed and it would be infeasible or impractical to provide additional parking;
 - b. Special conditions, including, but not limited to, the nature of the proposed operation, proximity to frequent transit service, transportation characteristics of the persons residing, working, or visiting the site, or the applicant has undertaken a transportation demand management program, that will reduce parking demand at the site;
 - c. The use will be adequately served by proposed on-site parking or other approved off-site parking;
 - d. A parking use analysis is provided to support the proposed parking arrangement; and
 - e. Parking demand generated by the project will not exceed the capacity of the supply of on-street parking.
- 5. **Reduction for Bicycle Parking.** Developments which provide secured bicycle parking facilities exceeding the minimum requirement may reduce the number of required vehicle parking spaces by one vehicle space for each three bike spaces up to five percent of the required number of parking spaces in parking lots for commercial and industrial uses only.
- C. **In-Lieu Parking Fee.** In lieu of satisfying the requirements of Section 17.68.030 of this Chapter, off-street parking requirements may be satisfied through the payment of an in-lieu parking fee. The in-lieu parking fee shall be administered as follows:
 - 1. **Establishment of Amount of Fee.** The amount of the in-lieu parking fee shall be set by separate resolution following a public hearing of the City Council. The City Council may adjust the fee at their discretion as frequently as is deemed necessary based on factors including, but not limited to, inflation, the cost of providing new parking spaces, and the market value of the parking spaces.
 - 2. **Applicable to Geographic Area.** Only properties located within the downtown parking district shall be eligible to apply for the in-lieu parking fee. The City Council may, by resolution and following a public hearing, change or modify the boundaries for the in-lieu parking fee, or determine new boundaries.
 - 3. **Determination of Eligibility.** The Community Development Director may allow a payment of in-lieu parking fees as an alternative to providing all or a portion of the required parking spaces on-site if it can be adequately demonstrated to the Review Authority that one or more of the following conditions apply:

- a. It is infeasible to provide the required parking spaces on-site due to the size, shape or topography of the site, or other special circumstances pertaining to the property.
 - b. Providing the required parking spaces on-site is detrimental to the pedestrian nature of the downtown parking district.
 - c. The uses proposed for the project do not require parking to be on the project site.
 - d. Encouraging users of the project site to walk from off-site parking to the project site would be beneficial to the downtown parking district.
 - e. The existing and planned parking supply in the vicinity of the project site is adequate.
 - f. Public assembly uses may not exempt more than 50 percent of the required parking for that use utilizing an in-lieu of parking fee.
4. **Payment of Fee.** Should the Community Development Director approve an in-lieu parking fee request, payment shall be made to the City in one lump sum prior to the issuance of a Building Permit or, if a Building Permit is not required, within 45 days of written request by City for payment. The in-lieu parking fee shall be a one-time only, nonrefundable payment and shall be considered full satisfaction of the off-street parking requirement for the number of parking spaces for which the in-lieu parking fee was paid.
5. **Effect of Payment.** In-lieu parking fees shall be used exclusively to make available additional parking spaces for public use within the downtown parking district and do not guarantee the construction of spaces in any particular area of the downtown parking district or within any particular period of time. In-lieu parking fees are solely an alternative means of satisfying the applicant's obligation to provide off-street parking as required by this Section. Payment of the in-lieu parking fee does not carry any other guarantees, rights, or privileges to the applicant.

17.68.060 Electric Vehicle Charging Stations (New)

Electric vehicle (EV) charging stations and EV-capable parking spaces shall be provided for all new buildings erected as required by this Section. All such spaces shall be included in the calculation of parking demands of Section 17.68.030, Required Parking Spaces.

- A. **Required EV Charging Stations.** The total number of required EV charging stations spaces are specified in Table 17.68.060.A-1: Required EV Charging Stations.

Table 17.68.060.A-1: Required EV Charging Spaces	
Total Number of Required Parking Spaces	Minimum EV Charging Spaces
0 – 9	0
10 – 25	1

Table 17.68.060.A-1: Required EV Charging Spaces

Total Number of Required Parking Spaces	Minimum EV Charging Spaces
26 -50	2 for residential uses; 2 for nonresidential uses
51+	6% of total

- B. **Exceptions.** Exceptions to Table 17.68.060.A-1: Required EV Charging Spaces may be made on a case-by-case basis where the Planning and Building Director and the Building Official determine that EV charging infrastructure is not feasible based upon one or more of the following conditions:
1. There is insufficient electrical supply;
 2. There is evidence that additional local utility infrastructure design requirements directly related to the implementation of this Section may adversely impact the construction cost of the project; or
 3. Providing the EV charging infrastructure creates an economic hardship for an affordable housing project.
- C. **Size.** The size of EV charging station parking spaces and EV-capable parking spaces shall be as specified in Section 17.68.090, Parking Area Development and Design Standards. EV supply equipment shall not reduce the size of the parking space.
- D. **Accessible EV Spaces.** Where accessible parking requirements are required, at least one EV space or EV charging station shall meet current van accessible dimensions, as defined by the California Building Code, and be connected to a barrier-free accessible route of travel to the building. No accessible markings shall be made on the EV space or EV charging station with van accessible dimensions. The EV space with van accessible dimensions shall be the first EV charging station established on the property.
- E. **EV Charging Stations.** EV charging stations shall be allowed within any zoning district subject to all applicable requirements of the Municipal Code in addition to the following:
1. Construction shall comply with Section 5.106.5.3.1 or Section 5.106.5.3.2 of the California Green Building Standards Code to facilitate future installation of EVSE.
 2. EV parking spaces shall be equipped with electric vehicle supply equipment (EVSE), which shall be Level 2 or higher.
 3. The EV charging station shall be protected as necessary to prevent damage by automobiles.
 4. Any EV charger shall be listed and labeled by an approved testing agency.
 5. Installation of mechanical equipment shall not conflict with existing infrastructure and will not result in pedestrian or vehicular traffic hazards.
 6. All existing trees that may be impacted or required to be removed as a result of the installation of the new charging facility shall be identified.

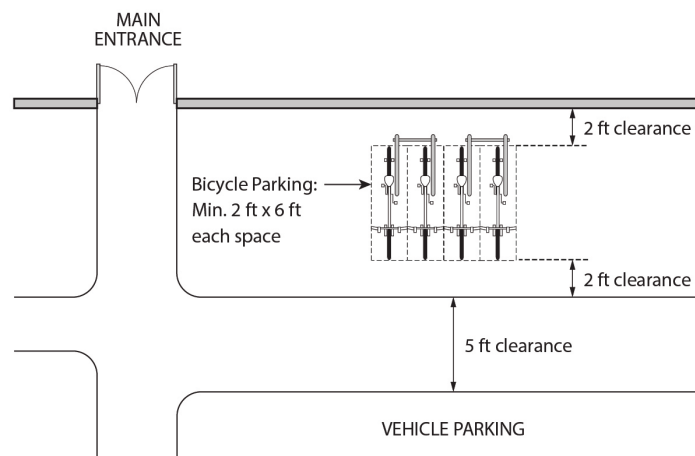
7. The EV charging station shall have complete instructions and appropriate warnings posted in an unobstructed location next to each EV charging station.
8. **EV Stations for Public Use.** EV charging stations for public use must be visible from the right-of-way and illuminated during nighttime business hours.
 - a. One standard non-illuminated sign, not to exceed four square feet in area and eight feet in height, may be posted for the purpose of identifying the location of each cluster of EV charging stations.
 - b. The EV charging station may be on a timer that limits the use of the station to the normal business hours of the use(s) that it serves to preclude unauthorized use after business hours.
 - c. The following information shall be posted at a public EV charging station:
 - i. Voltage and amperage levels;
 - ii. Hour of operations if time limits or tow-away provisions are to be enforced by the property owner;
 - iii. Usage fee;
 - iv. Safety information; and
 - v. Contact information for reporting when the equipment is not operating or other problems.

17.68.070 Bicycle Parking (New)

- A. Secured bicycle parking shall be incorporated into each project for use by employees, residents, and visitors.
- B. **Bicycle Parking Classifications.**
 1. **Class I.** A stationary bicycle rack designed to secure the frame and one wheel of the bicycle, where the bicyclist supplies only a padlock;
 2. **Class II.** An enclosed box with a locking door, typically called a bicycle locker, where a single bicyclist has access to a bicycle storage compartment, or other fenced/secured storage area as provided in this Section.
- C. **Class I Bicycle Parking.** Bicycle racks shall be placed near building entrances, in safe, well-lit locations, and permanently anchored to a hard, dust free surface, and installed in a manner which allows adequate space for access to the bicycle and locking device.
 1. **Spaces Required.** For the following uses, the number of Class I secure bicycle parking spaces shall be at least ten percent of the requirements in Section 17.68.030, Required Parking Spaces, with a minimum of four secure bicycle parking spaces provided per establishment.
 - a. Multi-Unit Residential, Group Residential, and Single Room Occupancy.
 - b. All Public/Semi-Public Uses.

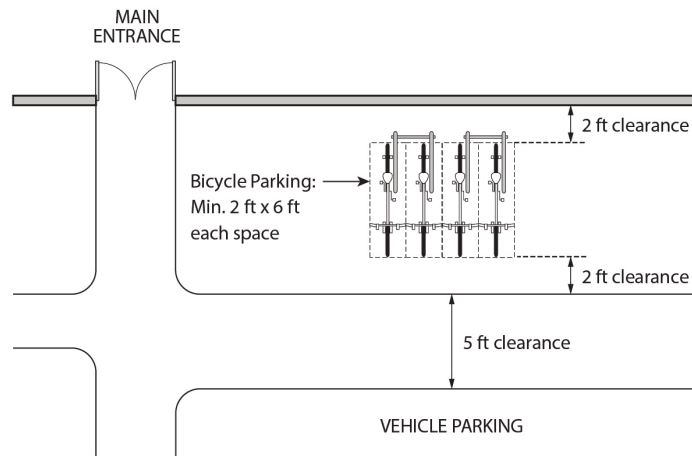
- c. All Commercial Uses, except Automobile/Vehicle Sales and Services, Short-term Rentals, and Mobile Vendors.
2. **Location.**
 - a. Class I secure bicycle parking shall be located outside of pedestrian walkways, and within 100 feet of a main entrance to the building it serves.
 - b. Class I secure bicycle parking shall be located outside of the public right-of-way except as allowed through an encroachment permit.
 - c. Where the secure bicycle parking area is not visible from the main entrance of the buildings, signs located at the main entrance of the building shall identify the location of bicycle parking.
3. **Anchoring and Security.** For each Class I bicycle parking space required, a stationary, securely-anchored object shall be provided to which a bicycle frame and one wheel (two points of contact) can be secured with a high-security U-shaped shackle lock if both wheels are left on the bicycle. One such object may serve multiple bicycle parking spaces.
4. **Size and Accessibility.** Each Class I bicycle parking space shall be a minimum of two feet in width and six feet in length and shall be accessible without moving other bicycles. Two feet of clearance shall be provided between bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, and pedestrian walkways. Five feet of clearance shall be provided from vehicle parking spaces.

Figure 17.68.070.C-1: Class I Bicycle Parking



- D. **Class II Bicycle Parking.** Class II bicycle parking must be provided to serve employees, students, residents, commuters, and others who generally stay at a site for four hours or longer.
 1. **Spaces Required.**
 - a. *Multi-Unit Residential, Group Residential, and Single-Room Occupancy.* A minimum of one Class II bicycle parking space, or other secured indoor

- bicycle parking, shall be provided per every five dwelling units for projects over 10 units.
- b. *Parking Structures.* Class II bicycle parking shall be provided at a minimum ratio of one bicycle parking space per 25 vehicle parking spaces.
 - c. *Other Non-Residential Uses.* Any establishment with 25 or more full-time equivalent employees shall provide Class II bicycle parking at a minimum ratio of one bicycle parking space per 20 vehicle parking spaces.
2. **Location.** Class II bicycle parking must be located on the same lot as the use it serves and near the facility entrance. In parking structures, long-term bicycle parking must be located near an entrance to the facility. Where the bicycle parking area is not visible from the entrance of the building, signs located at the entrance or in an entry lobby of the building shall identify the location of bicycle parking.
3. **Cover.**
- a. 100 percent of required Class II bicycle parking for multi-unit residential development shall be covered.
 - b. A minimum of 50 percent of Class II bicycle parking required for other land uses shall be covered.
 - c. Covered bicycle parking can be provided inside buildings, garages, bike lockers, or under roof overhangs, or awnings.
4. **Anchoring and Security.** Class II bicycle parking must be in:
- a. An enclosed bicycle locker;
 - b. A fenced, covered, locked, or guarded bicycle storage area;
 - c. A rack or stand inside a building that is within view of an attendant or security guard, visible from employee work areas, or within a secure/restricted bicycle storage room; or
 - d. Other secure areas approved by the Director.
5. **Size and Accessibility.** Each Class II bicycle parking space shall be a minimum of two feet in width and six feet in length and shall be accessible without moving other bicycles. Two feet of clearance shall be provided between bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, and pedestrian walkways. Five feet of clearance shall be provided from vehicle parking spaces.

Figure 17.68.070.D-1: Class II Bicycle Parking

17.68.080 Loading

- A. The following land uses shall provide loading spaces in accordance with table 17.68.080-A, required Loading Spaces.
- B. Every building or structure used for industrial uses, commercial uses *except* offices, or any other building where goods are received or shipped, or require pick up and drop off activities, shall be provided with loading and unloading space as follows:
 1. One permanently maintained truck loading and unloading space for buildings having a gross floor area of 7,500 square feet or more, plus one additional space for each additional 20,000 square feet or major fraction thereof.
 2. Each loading space shall be not less than 10 feet in width, 25 feet in length and 14 feet in height.
 3. Loading space, exclusive of driveway or corridors leading thereto shall be in addition to required parking space.
 4. Loading space, unless otherwise specified, shall be on site. No on-street loading spaces will be permitted.
 5. Industrial, commercial, and office uses having need for only occasional receiving or shipping of goods may use a portion of the driveway or parking area for temporary loading and unloading.
 6. Special uses, such as day care, adult care, kennels, hospitals, schools, have specific loading and unloading requirements, as specified in Chapter 17.84.

17.68.090 Parking Area Development and Design Standards

- A. **Tandem Parking.** Tandem parking may be permitted to satisfy the off-street parking requirement in accordance with the following:
 1. No more than two vehicles shall be placed one behind the other;

2. Both spaces shall be assigned to a single dwelling unit;
3. Both spaces shall be assigned as employee only parking for a non-residential establishment and shall be for the same establishment and may not exceed 20 percent of the total required spaces; and
4. Tandem parking may not be used to satisfy the parking requirement for guest parking.

B. Location of Parking Areas.

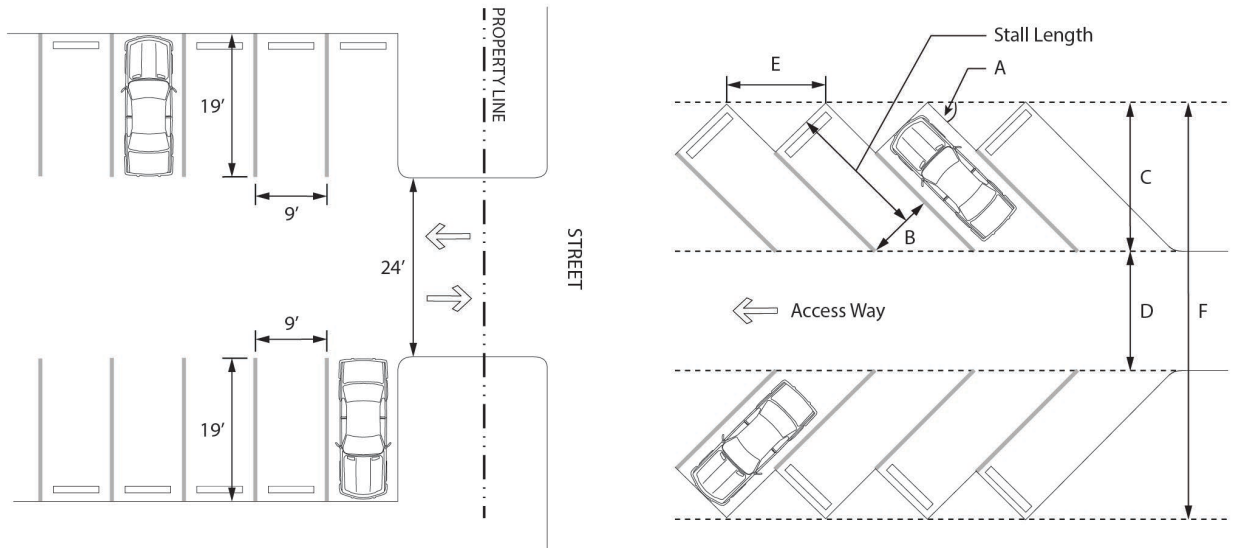
1. Parking areas shall not be located such that vehicles back onto a public street except for driveways and off-street parking areas serving dwelling structures of three units or fewer on one parcel of land.
2. Locations of all parking, loading, and unloading facilities are subject to the approval of the Director and the Traffic Engineer.
3. Parking arrangements not consistent with the standards of Divisions II may be considered through site plan and development review with approval by the Zoning Administrator or Planning Commission as appropriate to the proposed use.

C. Parking Space Size and Access.

1. ***Minimum parking space dimensions.***
 - a. Standard spaces: Nine by 18 feet
 - b. Compact spaces: Eight feet by 16 feet.
 - c. Compact spaces shall not be permitted in the R-L or N-P zones.
2. ***Single family and duplex garages and carports.***
 - a. A single car garage or carport shall have a minimum inside dimension of 10 feet in width by 20 feet in length.
 - b. A two-car garage or carport shall have a minimum inside dimension of 20 feet in width by 20 feet in length.
 - c. The vertical clearance for garage or carport parking spaces shall not be less than seven feet six inches.
 - d. Required uncovered parking spaces for single family and duplex dwellings located in the front yard shall not be used for, or obstructed by, storage of material, equipment, or inoperable vehicles.

D. Parking Lot Area Dimensions. All off-street parking facilities required by this Chapter shall comply with the dimensions in Table 17.68.090.D-1: Parking Lot Dimensions.

Table 17.68.090.D-1: Parking Lot Dimensions



A Stall Angle (degrees)	B Stall Width (ft)	C Vehicle Projection for 19 ft. stall length	D One-Way Aisle Depth	E Curb Length Per Car	F Width for Aisle, Wall to Wall	G Width for Double Aisle, Overlap Center to Overlap Center
0	9	9	12	23	30	0
45	9	19.8	13	12.7	52.5	46.5
60	9	21	18	10.4	60	55.5
90	9	19	24 (two-way aisle); 26 feet where buildings are 3+ stories	9	62	0

1. The Zoning Administrator and the Traffic Engineer shall have the authority to establish and/or approve parking stall and maneuvering area dimensions for parking facilities other than those specified herein.
2. When off-street parking facilities are located adjacent to a public alley, the width of said alley may be assumed to be a portion of the required maneuvering space.
3. A walkway, if provided, shall be in addition to the required parking and maneuvering space.

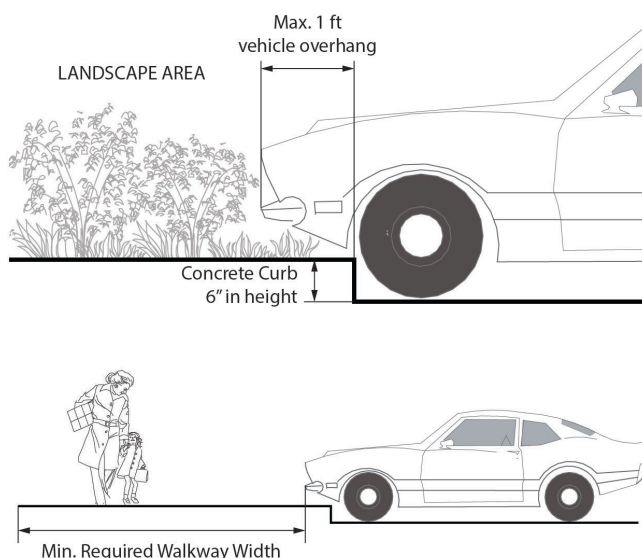
4. Where off-street parking facilities are provided in excess of the amounts required, or when off-street parking facilities are provided, but not required by this Chapter, said off-street parking facilities shall comply with the minimum requirements for parking and maneuvering space herein specified.
- E. **On-Site Drainage.** At locations where street drainage facilities are inadequate, do not exist or where unusual topographic conditions exist, the City Engineer may specify such on-site drainage measures as he or she deems necessary to adequately dispose of the drainage water (see City of Woodland Engineering Standards).
- F. **Driveways. (Updated)**
1. ***Number of Driveways.***
 - a. In the Downtown and N-P zones, new or additional driveways and curb cuts shall be avoided in order to maintain the historic character of the block.
 - b. For single-family residential land uses, only one driveway per parcel will be permitted.
 - c. Exceptions, subject to approval of the Director:
 - i. Circular driveways.
 - ii. When a property has a street front 80-feet or wider.
 - iii. When a property is on a corner a second driveway may be considered if there will be no impact to existing utilities or removal of required city street trees.
 - iv. Parking in the required rear yard of single family and duplex dwellings shall be permitted only where the minimum usable open space requirement is met and where coverage requirements inclusive of an accessory structures and areas surfaced for parking are met and do not exceed thirty percent of the required rear yard area. Parking for recreational vehicles shall meet the standards of Section 17.64.100, Vehicle/Truck Parking and Storage.
 - d. Driveway access to major streets shall be spaced to provide for reasonable access to properties while maximizing traffic safety and traffic flow. Emphasis should be placed on maximizing on-site reciprocal access and minimizing the number of street access points.
 - e. Minimize the number of driveways and curb cuts along streets to limit unsafe conditions and enhance the experience of walking and bicycling.
 2. ***Driveway Throat Depth.*** The length of driveways or “throat depth” shall be designed to prevent vehicles from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. Entrance designs shall be subject to approval by the City Engineer. Per Section 3.18.H of the City Engineering Standards.
 3. ***Driveway Width and Length.***

- a. Shared residential driveways, where the driveway cut through the curb is shared by multiple parcels, shall be a maximum of 20 feet wide at the property line.
- b. Residential driveway length providing direct access to a garage or carport shall be 20 feet in depth. Reductions up to 18 feet may be considered by the Director for access on to private alleys through Development Review.
- c. If designated as a Fire Lane, the minimum width shall be 20 feet, unless a greater width is required by the Fire Marshall.

G. Development and Maintenance of Parking Areas.

- 1. **Parking Lot Striping.** All parking stalls shall be clearly outlined with striping, and all aisles, approach lanes, and turning areas shall be clearly marked with directional arrows and lines as necessary to provide for safe traffic movement.
- 2. **Wheel Stops.** Concrete bumper guards or wheel stops shall be provided for all unenclosed parking spaces on a site with four or more unenclosed parking spaces. A six-inch high concrete curb surrounding a landscape area may be used as a wheel stop, provided that the overhang will not damage or interfere with plant growth or its irrigation. A concrete sidewalk may be used as a wheel stop if the overhang will not reduce the minimum required walkway width.
 - a. The entire parking space includes the wheel stop and overhang.
 - b. A maximum one-foot vehicle overhang is allowed. When overhang parking is utilized, the depth of the parking stall may be reduced by one foot. Landscaping in the one-foot overhang area does not count toward required landscaping.
 - c. The area at the front of the required parking space may be landscaped with low growing plants rather than paving. Any required planter space or width is in addition to the overhang area.

Figure 17.68.090.G-1: Wheel Stops



3. **Surfacing.**

- a. All parking areas shall be graded, paved, and improved and all sites shall be properly drained and subject to the approval of the City Engineer. No unpaved area shall be used for parking unless used as Temporary Parking per Section or all may be considered below:
 - i. *Permeable Paving.* Permeable paving may be used if approved by the City Engineer.
 - ii. *Turf Grids/ Grassy Pavers.* Turf grids or grassy pavers may be installed in areas of low traffic or infrequent use, such as emergency vehicle lanes, if approved by the Fire Marshall and City Engineer.
 - iii. *Alternate Parking Area Surface.* Concrete, asphalt, grouted continuous brick, cobblestone, turf block, or any similar durable and dustless surface may be used upon approval of the Community Development Director.

- H. **Forward Entry.** Parking lots shall be provided with suitable maneuvering room so that all vehicles therein may enter an abutting street in a forward direction.
- I. **Other Uses.** Parking areas shall be used for vehicle parking only with no sales, dead storage, repair work, dismantling or servicing of any kind permitted.
- J. **Covered Parking.** When covered parking is provided, landscape areas between covered parking structures shall be planted with appropriate landscaping. Where the covered parking is adjacent to a property boundary, landscaping shall be provided behind each covered parking area.

- K. **Carport and Garage Design.** Garages and carports shall be architecturally designed to be integrated with the main buildings. Solar panels are allowed as roof material for garages or carports.
- L. **Other Applicable Standards.**
- M. **Additional Considerations for All Off-Street Parking Areas.** The following requirements shall apply to the uncovered portions of all off-street parking and loading areas:
 1. A clearly defined, lighted and landscaped pedestrian route shall be provided between parking areas and primary pedestrian entrance.
 2. When an off-street parking area and a public right-of-way are continuous, a landscaped area shall be provided as described in Section 17.64.040, Landscaping which effectively screens the parking area to a height of three and one-half feet.
 3. Any portion of an off-street parking area which abuts a Residential zone shall be screened by a fence or wall not less than six feet in height, except within the front setback area where the fence shall be no higher than three and one-half feet (see Section 17.64.030, Fences, Walls, and Hedges and Section 17.70, Screening Standards).
 4. Landscaping shall be provided along alleys, paths and private streets when they are adjacent to parking and loading areas. See also Section 17.64.040, Landscaping.
 5. Not less than six percent of the interior area of all auto parking lots shall be devoted to permanent landscaping and except for trees shall not exceed a height of four feet. Main access roads and driveway not used as back-up areas are exempt from this requirement. See also Section 17.64.040, Landscaping.
 6. Edges of the parking lot must be clearly defined with trees, low walls, hedges, and/or berms.
 7. Screening and orientation must prevent lights from cars in a parking lot from shining onto surrounding properties.
 8. Subject to approval by the City, permanent landscaping in off-street parking and loading areas may be used for stormwater management practices. See also Section 17.64.040, Landscaping.
 9. In locations where plants will be susceptible to injury by pedestrian or automobile traffic, the plants shall be protected by appropriate curbs, tree guards or other devices.
 10. Paving, grading, and other parking area improvements shall conform to the City of Woodland Engineering Standards and this Chapter.

Chapter 17.70 Screening Standards (New)

17.70.010 Purpose and Applicability

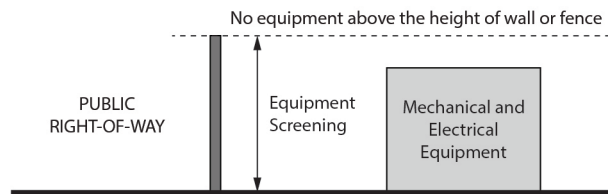
- A. **Purpose.** The specific purposes of the screening regulations are to minimize the visual impacts of on-site service, storage and equipment.
- B. **Applicability.** This Chapter applies to the following:
1. All on-site ground-mounted and roof-mounted mechanical, electrical and other equipment related to utilities. Equipment to be screened includes but is not limited to, heating and/or air conditioning units, water tanks, valves, all back flow prevention devices, solar and photovoltaic panels, and transformers.
 2. All on-site outdoor service yards and work areas.
 3. Open storage of goods, materials, machines, equipment and vehicles, or parts outside of a building for more than 72 hours.
 4. **Exceptions.**
 - a. Temporary storage of materials reasonably required for construction work on the premises pursuant to a valid building or grading permit.
 - b. Outdoor sales or uses that by their nature provide outdoor storage, such as auto, trailer, and boat dealers, and equipment rental specified as an allowed land use in the applicable base zone.

17.70.020 Mechanical and Electrical Equipment and Utilities

- A. **Location of Equipment.**
1. Utilities, particularly if noise producing, shall be located away from private and common open space areas and shall not be located within the front setback of any Residential zone, excluding public utilities, unless sufficiently screened to the satisfaction of the Director.
 2. Backflow prevention devices shall not be located within the public right-of-way or along primary pedestrian streets unless required by the Fire Department or Public Works Department.
- B. **Screening and Visibility Requirements.** All exterior mechanical and electrical equipment and utilities shall be screened or incorporated into the design of buildings so as not to be visible from public rights of way or adjacent Residential zones.
- C. **Rooftop-Mounted Equipment Screening.** Roof mounted mechanical equipment shall be screened in compliance with the following standards:
1. To the extent possible equipment shall be placed in wells, or behind parapet walls.

2. Screening materials may be solid concrete, wood, or other opaque material and shall effectively screen the mechanical equipment so that it is not visible from a public street;
 3. The method of screening shall be architecturally compatible with other on-site development in terms of colors, materials, and architectural styles;
 4. Mechanical equipment must be screened from the perspective of the adjacent public streets, right-of-way, and/or sidewalk.
- D. **Ground-Mounted Equipment Screening.** Equipment shall be located underground where feasible or screened from the public right-of-way by landscaping, berms, decorative fencing and/or masonry walls, and/or solid building elements that are architecturally compatible and complementary with the structure and overall project in terms of materials, color, shape, and size rather than after-the-fact add-on screening (e.g., metal slats). Exceptions may be granted by the Director where screening is infeasible due to health and safety or utility requirements.

Figure 17.70.020.D-1: Screening of Mechanical and Electrical Equipment



17.70.030 Service Areas

- A. **Commercial Loading Docks and Service Areas.** Loading docks and storage areas shall be screened from public view and adjoining streets and rights-of-way and residentially zoned areas. The method of screening shall be architecturally compatible with other on-site development in terms of colors, materials, and architectural style. Exceptions may be considered through Development Review for sites with unique characteristics (e.g. shallow depth, narrow lot).
- B. **Screening of Outdoor Trash Enclosures/Recycle Containers.** Trash receptacles including recycling and green waste containers shall not be stored within a required front or street side yard, when feasible, and shall be screened from the public right-of-way. See Section 17.64.080, Refuse and Recycling Enclosures for Trash Enclosure design standards.
- C. **Outdoor Equipment and Work Areas.** Work bays and related equipment for materials other than plants shall be enclosed and screened from view from the public right-of-way and abutting property by a solid fence or wall. All gates provided for ingress and egress in any required fence or wall shall be at least six feet in height and shall be of view obstructing construction in compliance with Section 17.64.110, Visibility at Intersections.

17.70.040 Outdoor Storage Areas

- A. All uses or activities shall be conducted wholly within completely enclosed buildings, and no outdoor storage shall be allowed between the primary building and the sidewalk or street,

except as may be provided as a specified land use in allowed use tables of Division II, Zone Regulations.

- B. All allowed on-site outdoor storage areas shall be screened from view from any public street or freeway; existing or planned Residential zone; or publicly accessible open space area, parking area, access driveway, or similar thoroughfare.

C. **Location of Outdoor Storage Areas.**

1. Outdoor storage may only be allowed in conjunction with and as an accessory use to an existing business with an active business license. Primary use outdoor storage or truck parking lot is not permitted.
2. Outdoor storage may not be located within any required front or street side yard.
3. If outdoor storage is adjacent to a residential district, a Zoning Administrator Permit is required.

D. **Surfacing.**

Outdoor storage areas must be surfaced (paved and/or treated) to mitigate potential dust, and debris on public roadways. In making a determination regarding the type of surfacing, the following shall be taken into consideration:

1. The type of product being stored and frequency of use and movement of goods, vehicles, and materials.
2. Surrounding sensitive uses, such as residential, schools, day care, industrial food preparation, research and technology uses requiring clean facilities.
3. If the surfacing will conform to all applicable federal and State air and water quality standards.
4. Driveway access and employee parking must be paved and landscaped as required in Chapter 17.68, Parking and Loading.

E. **Screening.** All materials and outdoor storage areas must be fully screened so as not to be visible from any rights-of-way and shall be located below fence height, wall, or building.

1. All outside industrial storage areas must be screened from all public rights-of-way and adjacent commercial or residential properties to a height of eight feet. Screening height and location may be modified for security reasons with the concurrence of the Director and the Police Chief.
2. The screening shall be a combination of appropriate wall or fence materials and landscaping, or of a substantially equivalent material appropriate to the district and location. See Section 17.64.030, Fences, Walls and Hedges.
3. Where applicable, screen planting shall be designed to achieve a 75 percent summer opacity and 60 percent winter opacity within three years of planting.

Chapter 17.72 Signs

17.72.010 Purpose

This Chapter regulates signs in a manner that expresses the character and environment of the City of Woodland and implements the General Plan, consistent with State and Federal law. These regulations recognize the importance of business activity to the economic vitality of the City as well as the need to protect the visual environment. This Chapter promotes the public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content neutral, and nondiscriminatory sign standards and requirements. More specifically, this Chapter is intended to:

- A. Ensure that all signs are compatible with the unique character and environment of the City, and that they support the desired ambience and development patterns of the various districts and historic areas within the City;
- B. Balance public and private objectives by allowing adequate avenues for both commercial and non-commercial messages;
- C. Allow signs to serve as an effective channel of communication while preventing signs that may create visual clutter, or nuisance to nearby properties, violate privacy, or create hazards or unreasonable distractions for pedestrians and drivers;
- D. Prevent property damage, personal injury, and litter caused by signs that are improperly constructed or maintained;
- E. Protect and improve property values, the local economy, and quality of life by preserving and enhancing the appearance of the streetscape;
- F. Encourage creative and innovative approaches to signage within an established framework; and
- G. Provide clear and unambiguous sign design standards that enable the fair and consistent enforcement of these sign regulations, and;
- H. Ensure that the constitutionally guaranteed right of free speech is protected.

17.72.020 Applicability

- A. This Chapter applies to all signs within the City regardless of their nature or location, unless otherwise specifically exempted in Subsection 17.72.020.F (Exempt Signs).
 - 1. Standards for permanent signs are found in Section 17.72.050 (Standards for Permanent Signs).
 - 2. Standards for temporary signs are found in Section 17.72.060 (Standards for Temporary Signs).
- B. The provisions of this Chapter shall be applied in a content-neutral manner. Noncommunicative aspects of all signs, not related to the content of the sign, shall comply with the provisions of this Chapter. "Non-communicative aspects" include the time, place, manner, location, size, height, illumination, spacing, and orientation of signs.

- C. Nothing in this Chapter shall be construed to prohibit a person from holding a sign while picketing or protesting on public property that has been determined to be a traditional or designated public forum, so long as the person holding the sign does not block ingress and egress from buildings, create a safety hazard by impeding travel on sidewalks, in bike or vehicle lanes, or on trails, or violate any other reasonable time, place, and manner restrictions adopted by the City.
- D. All regulations included in this Chapter shall apply unless a Master Sign Program is approved by the Planning Commission; see Subsection 17.72.030.C. Entry into an agreement between the City and a developer for a Master Sign Program may supersede this Chapter, except for matters of public safety.
- E. **Substitutions and Interpretations.**
 - 1. This Chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint, or message. No part of this Chapter shall be construed to favor commercial speech over non-commercial speech. A non-commercial message may be substituted for any commercial or non-commercial message displayed on a sign, or the content of any non-commercial message displayed on a sign may be changed to a different noncommercial message, without the need for any approval or permit, provided that the size of the sign is not altered and the sign otherwise complies with the provisions of this Chapter. To the extent any provision of this Chapter is ambiguous, the term will be interpreted not to regulate on the basis of the content of the message.
 - 2. This Chapter applies to all signs within the City. Specific details on information regarding signs may also be found in the City of Woodland Downtown Specific Plan, the East Street Corridor Specific Plan, and the Community Design Standards.
 - 3. When there is any question regarding the interpretation of a provision of this Chapter, or its application to any specific case or situation, the Director shall interpret the intent of this Chapter.
 - 4. All regulations included in this Chapter shall apply unless a Master Sign Program is approved by the Planning Commission; see Section 17.72.030. Entry into agreement between the City of Woodland and a developer for a Master Sign Program may supersede this Chapter except for matters of public safety.
- F. **Exempt Signs.** The following are not regulated under this Chapter, do not count toward the maximum total sign area for all permanent signs, and do not require a Sign Permit:
 - 1. **Government Signs.** Any sign, posting, notice or similar signs placed, installed, or required by law by a city, county, or a federal or state governmental agency in carrying out its responsibility to protect the public health, safety, and welfare, including the following:
 - a. Numerals and letters identifying an address from the street to facilitate emergency response and compliant with City requirements;
 - b. Emergency and warning signs necessary to warn of dangerous and hazardous conditions and that serve to aid public safety or civil defense;

- c. Traffic signs erected and maintained by an authorized public agency;
 - d. Signs required to be displayed by any applicable federal, state, or local law, regulation, or ordinance;
 - e. Signs directing the public to points of interest; and
 - f. Signs showing the location of public facilities.
2. **Incidental Signs.** Incidental signs not to exceed a total of three-square feet in sign area for all permanent signs in the R-1 and N-P zones and six square feet in all other zones;
 3. **Signs not Readable from the Public Right-of-Way.** Signs not readable from the public right-of-way, including:
 - a. Signs or displays located entirely inside of a building, within a courtyard, open-air pedestrian space or similar open area and not visible from the building's exterior;
 - b. Signs intended to be readable from within a parking area or City park but not readable beyond the boundaries of the lot or parcel upon which they are located or from any public right-of-way; and
 4. **Historic Plaques and Commemorative Signs.** Historic plaques, memorial signs or tablets, or signs indicating the names of buildings and dates they were erected, either attached to or cut into the surface of buildings, provided that no such sign exceeds four square feet in area.

17.72.030 Sign Permits

The procedures for submittal, review, and approval of permanent signs and for a Master Sign Program, inclusive of any required fees, are established in the following Sections:

- A. Section 17.100.140, Sign Permit - Permanent Signs, for all permanent building mounted and freestanding signs; and
- B. Section 17.100.150, Sign Permits – Master Sign Program, for all Master Sign Programs.
- C. A Sign Permit is not required for a sign on property used exclusively for a single-family residence or duplex.
- D. **Nonstructural Modifications and Maintenance.** A Sign Permit is not required for the following:
 1. Changes to the face or copy of changeable copy signs;
 2. Changes to the face or copy of an existing single-tenant or multi-tenant freestanding or building mounted non-illuminated sign from one business to another with no structural or lighting modifications to the sign; and
 3. The normal repair and maintenance of conforming or legal nonconforming signs, except as identified in Subsection 17.72.040.K, Sign Maintenance.

17.72.040 General Standards for All Signs

- A. **Sign Message.** Any permitted sign may contain, in lieu of any other message or copy, any lawful non-commercial message, so long as the sign complies with the size, height, area, location, and other requirements of this Chapter.
- B. **Location Standards.** All signs may not be placed in the following locations or manner, except where specifically authorized in this Chapter:
1. **Architectural Features.** Areas where a sign would cover the architectural features of a building, such as dormers, insignias, pilasters, soffits, transoms, trims, windows, or another architectural feature;
 2. **Accessory Structures.** Tacked, painted, pasted or otherwise affixed, to the walls of any building, barn or shed, accessory structure, or on trees, poles, posts, fences, ladders or other structures that are visible from a public way. Signs may be attached to a fence or freestanding wall only when a ground sign is not present in the development and must be maximum three square feet in sign area.
 3. **Clearance Standards.** Within the horizontal or vertical clearance standards from communications lines and energized electrical power lines prescribed by the laws of the State of California;
 4. **Fences and Walls.** A fence or freestanding wall if a freestanding sign is present on the development;
 5. **Fuel Tanks, Storage Containers, and Solid Waste Receptacles.** Painted, attached or mounted on fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for a manufacturer's or installer's identification, appropriate warning signs and placards, and information required by law;
 6. **Off-premises.** Off the premises to which the sign refers, except as provided in Section 17.72.060, Standards for Temporary Signs;
 7. **Public Utilities and Infrastructure.** Any sign attached to any public utility pole, structure or streetlight, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, statue, memorial, or other location on public property, except those signs approved as part of a Special Event Permit on City property or banner signs permitted by the City on light poles within the City.
 8. **Right-of-Way.** Within, on, or projecting over public property including City rights-of-way, except as specifically provided in this Chapter;
 9. **Signs Mounted on a Roof,** except as allowed in Table 17.72.050.K (Standards for Roof-mounted Signs); and
 10. **Vehicles.** Mounted, attached, or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on private premises in a manner intended to attract attention of the public for the purpose of advertising or identifying the business premises. This provision excludes signs indicating the name of the owner or business that are permanently painted or wrapped on the surface of the vehicle, adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or

signs magnetically attached to motor vehicles or rolling stock that are actively used in the daily conduct of the business. Vehicles must be operable and parked in a lawful or authorized manner.

- C. **Parking of Mobile Billboards Prohibited.** No person shall park or convey any mobile billboard advertising display as defined herein, either standing alone or attached to a motor vehicle, upon any public street or public lands in the City.

1. ***Removal of Mobile Billboard Advertising Displays Authorized.*** Pursuant to Sections 22651 (v) and (w) of the California Vehicle Code, a peace officer, or any regularly employed and salaried employee of the City, who is authorized to engage and is engaged in directing traffic or enforcing parking laws and regulations may remove, or cause to be removed, the mobile billboard, or anything that the mobile billboard is attached to including a motor vehicle, located within the territorial limits of the City when the mobile billboard is found upon any public street or any public lands, if all of the following requirements are satisfied:
 - a. When a mobile billboard either standing alone or attached to a motor vehicle, is parked or left standing in violation of the Code, and the registered owner of the vehicle or display was previously issued a warning notice or citation for the same offense;
 - b. A warning notice or citation was issued to a first-time offender at least 24 hours prior to the removal of the vehicle or display. The City is not required pursuant to Section 22651(v)(2) and 22651(w)(2) of the California Vehicle Code to provide further notice for a subsequent violation prior to enforcement; and
 - c. The warning notice or citation advised the registered owner of the vehicle or display that he or she may be subject to penalties upon a subsequent violation of the ordinance that may include removal of the vehicle or display.
2. ***Permanent Advertising Signs Excepted.*** Pursuant to Sections 21100(p)(2) and (p)(3) of the California Vehicle Code, this Section does not apply to advertising signs that are permanently affixed in a manner that is painted directly upon the body of a motor vehicle, applied as a decal on the body of a motor vehicle, or placed in a location on the body of a motor vehicle that was specifically designed by a vehicle manufacturer for the express purpose of containing an advertising sign, such that they are an integral part of, or fixture of a motor vehicle for permanent decoration, identification, or display and that do not extend beyond the overall length, width, or height of the vehicle.
3. ***Post Storage Impound Hearing.*** Section 22852 of the California Vehicle Code applies to this Section with respect to the removal of any mobile billboard advertising display vehicle. Section 22852 is incorporated by reference as if set forth in full herein and provides, in summary, that whenever an authorized employee of the City directs the storage of a vehicle, the City shall direct the storage operator to provide the vehicle's registered and legal owner(s) of record, or their agent(s), with the opportunity for a post-storage hearing to determine the validity of the storage. Notice of the storage shall be mailed or personally delivered to the registered and legal owner(s) within 48

hours, excluding weekends, as specifically provided for under Section 22852 of the California Vehicle Code. To receive a post-storage hearing, the owner(s) of record, or their agent(s), must request a hearing in person, in writing, or by telephone within 10 days of the date appearing on the notice. The City may authorize its own officer or employee to conduct the hearing as long as the hearing officer is not the same person who directed the storage of the vehicle.

4. **Violations and Penalties.** A violation of this Section is a misdemeanor, punishable upon conviction by a fine of not less than \$250, nor more than \$1,000, or by imprisonment in the county jail for not more than six months, or by both fine and imprisonment. At the discretion of any person authorized by the Chief of Police to issue a citation for any violation of this Section, or the City Attorney's Office, a violation of this Section may be an infraction enforced through the parking penalty process set forth in Section 40200 et seq. of the California Vehicle Code.
- D. **Display Standards.** This subsection regulates the manner in which signs convey their messages by specifying prohibited display features that create distractions to the traveling public and create visual clutter that mar the natural and architectural aesthetics of the City. Signs with the following display features are prohibited:
1. **Devices Affected by Movement.** Any sign animated by any means, including fixed aerial displays, balloons, pennants, spinners, including strings of flags, streamers, tubes, or other devices affected by the movement of the air or other atmospheric or mechanical means;
 2. **Exposed Light Source.** Any sign with an exposed light source, except for neon LED strip lights incorporated into the design of the sign;
 3. **Flashing Lights.** Any sign or lighting device, whether on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel, or from any public right-of-way, with intermittent, flashing, rotating, blinking, or strobe light illumination, including search lights;
 4. **Florescent Colors.** Any sign which uses florescent colors;
 5. **Rotating Signs and Barber Poles.** Any sign in which the sign body or any portion of the sign rotates, moves up and down, or any other type of action involving a change in position of the sign body or any portion of the sign, whether by mechanical or any other means. Barber poles no larger than three feet high and 10 inches in diameter, and clocks, are excepted from this restriction;
 6. **String of Lights.** Strings of lights arranged in the shape of a product, arrow or any commercial message; and
 7. **Visible Matter and Motion Picture Projection.** Any sign which emits sound, odor, smoke, laser or hologram lights, or other visible matter, including any sign that uses motion picture projection.
- E. **Signs that Create a Traffic Hazard or Affecting Pedestrian Safety.** All signs may not be placed in locations or manner that constitute a safety hazard or to impede the public use of the public right of way, except where specifically authorized in this Chapter:

1. ***Conflict with Traffic Signs.*** Any location that obstructs the view of any authorized traffic sign, signal, or other traffic control device or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device;
2. ***Exits and Entrances.*** Any sign which is placed in a manner that would prevent or inhibit free ingress to or egress from any door, window, vent, or any exit way required by the Building Code or by Fire Department regulations;
3. ***Intersections.*** Any sign erected or maintained at or near any street intersection that will obstruct the free and clear vision of drivers and pedestrians.
4. ***Sidewalks.*** Any sign mounted or displayed in such a manner that it blocks or impedes the normal pedestrian use of public sidewalks. A minimum width of four feet must be maintained on sidewalks at all times; and
5. ***Site Visibility Triangle.*** Within the site visibility triangle as defined in Section 17.64.110, Visibility at Intersections, that must be observed at all street intersections and the intersections of dedicated alleys or driveways with streets.

F. **Prohibited Sign Types.**

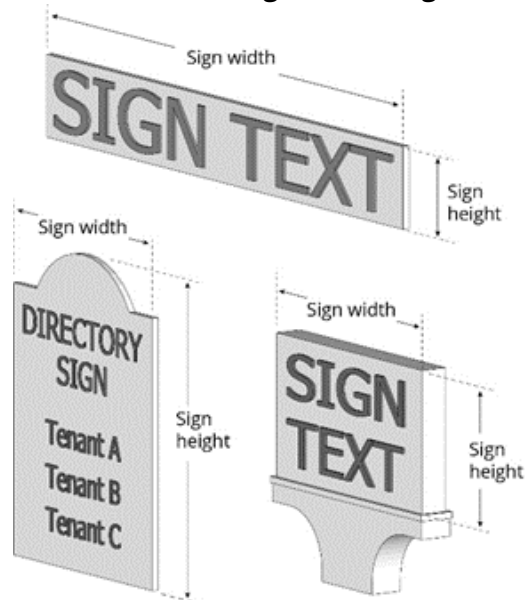
1. Any sign which advertises a business that is a prohibited use or no longer in existence or a product or service no longer being sold;
2. Bandit signs;
3. Cabinet signs;
4. Feather banner signs;
5. Electronic message signs, except as allowed in Subsection 17.72.050.D, Digital Billboard Signs;
6. Non-digital billboards;
7. Pole signs;
8. Signs installed on the roof of a building or structure, except as allowed in Subsection 17.72.050.C.9, Roof-Mounted Signs;
9. Signs which bear or contain statements, words, or pictures of an obscene nature;
10. Sign walkers;
11. Statutory signs; and
12. Stuffed or inflated animals or characters used as signs.

G. **Rules of Measurement.**

1. ***Sign Area Measurement.*** Sign area is measured as follows:
 - a. ***Signs on Background Panel.*** Where the sign copy is mounted, affixed, or painted on a background panel or distinctively painted, textured, or constructed surface, the sign area is measured as the sum of the smallest

rectangle(s) that will enclose both the sign copy and the background, as shown in Figure 17.72.040-G.1.

Figure 17.72.040.G-1: Signs on Background Panel



- b. *Signs with Individual Letters.* Where the sign has individual letters or graphics mounted against a wall, fascia, mansard, parapet, or other building surface that has not been distinctively painted, textured or constructed as a background panel, the sign area is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total sign except for the descending elements of lower case letters, as shown in Figure 17.72.040.G-2. Sign area for individual letters or graphics shall be counted as 75 percent of the area enclosing the sign copy.

Figure 17.72.040.G-2: Signs with Individual Letters



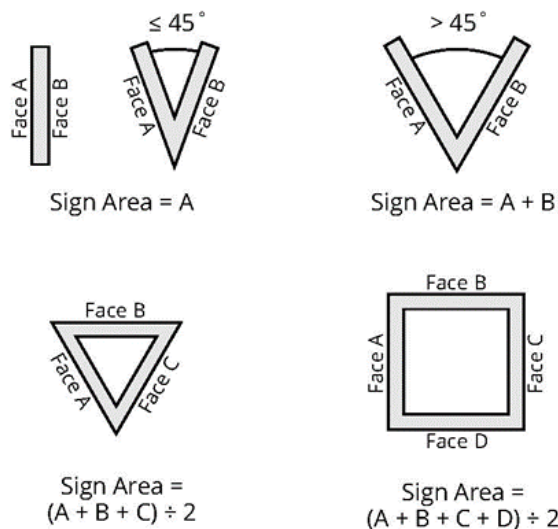
- c. *Irregular Shaped Signs.* Sign area for irregular shaped signs is determined by dividing the sign into the smallest squares, rectangles, triangles, circles, or arcs that enclose each word or graphic in the sign, as shown in Figure 17.72.040-G.3.

Figure 17.72.040.G-3: Irregular Shaped Signs



- d. *Multi-Face Signs.* The sign area for multi-face signs, as shown in Figure 17.72.04-G.4., are measured as follows:
- Two-Face Signs.* Where the interior angle between the two sign faces is 45 degrees or less and the sign faces are less than 42 inches apart, the sign area is measured as the area of one sign face only. Where the angle between the two sign faces is greater than 45 degrees, the sign area is the sum of the areas of the two sign faces.
 - Three- or Four-Face Signs.* The allowable sign area is measured as 50 percent of the sum of the areas of all sign faces.

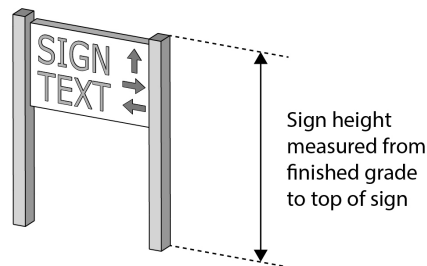
Figure 17.72.040.G-4: Multi-Face Signs



2. **Sign Height Measurement.**

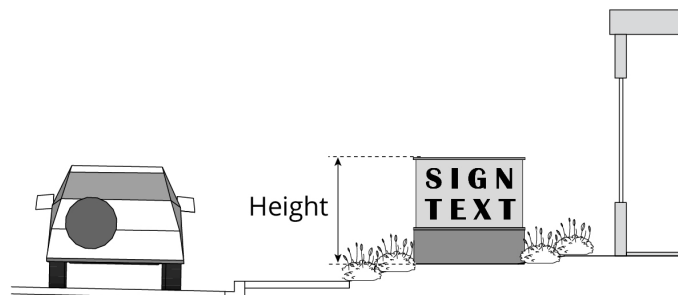
- a. *Freestanding Signs.* Sign height for freestanding signs is measured as the vertical distance from the finished grade to the top of the sign.

Figure 17.72.040.G-5: Free-Standing Sign Height



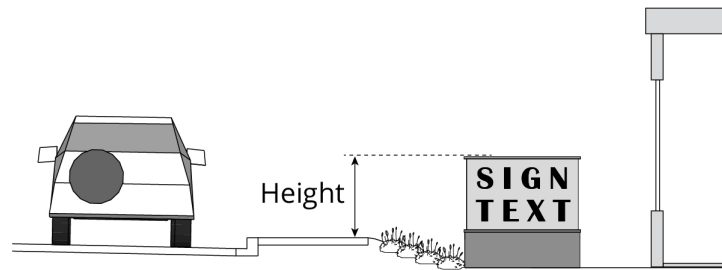
- i. *Higher Than Adjacent Grade.* Where the grade at the base of a sign is higher than the grade of the adjacent road right-of-way, sign height is measured from the base of the sign, as shown in Figure 17.72.040-G.6.

Figure 17.72.040.G-6: Freestanding Sign Height, Higher Than Adjacent Grade



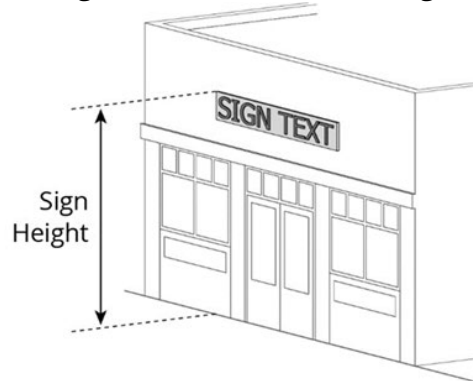
- ii. *Lower Than Adjacent Grade.* Where the grade at the base of a sign is lower than the grade of an adjacent road right-of-way, the height of the sign is measured from the top of curb elevation, as shown in Figure 17.72.040-G.6 (the portion of the sign below the grade at the edge of the right of way shall not be included in determining the sign's overall height).

Figure 17.72.040.G-7: Free-Standing Sign Height, Lower Than Adjacent Grade



- b. *Wall Signs.* The height of building-mounted signs is the vertical distance measured from the base of the wall on which the sign is located to the top of the sign or sign structure, as shown in Figure 17.72.040.G-8.

Figure 17.72.040.G-8: Wall Sign Height



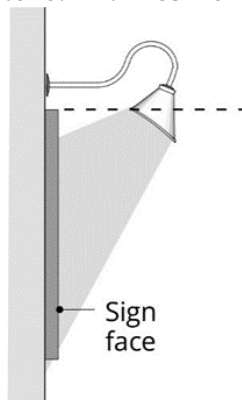
3. ***Building Frontage.***
 - a. The wall length and sign area shall be calculated separately for buildings with two or more frontages.
 - b. Projections and recesses on a building wall may not exceed 10 feet for a continuous building frontage.

H. **Sign Illumination**

1. ***Internal Illumination.*** Internally illuminated signs include single- or two-color LED signs, signs constructed with pan channel letters, or indirect halo illuminated channel letters (i.e. a reverse panel channel letter sign) are on an unlit or otherwise indistinguishable background on a freestanding sign or building wall.
2. ***External Illumination.***
 - a. Externally illuminated signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.

- b. The light source for externally illuminated signs shall be arranged and shielded to substantially confine all direct light rays to the sign face and away from streets and adjacent properties as illustrated in Figure 17.72.040-H.1.

Figure 17.72.040.H-1: External Illumination



- 3. **Direct Illumination.**
 - a. Direct illumination may not be used in Residential zones and is limited to letters, numbers, symbols and accents on a marquee sign.
 - b. Exposed lamps must not exceed an output of 25 watts and must only have a steady light output.
- 4. **Neon.**
 - a. Exposed neon sign lighting is only allowed on permanent monument and wall signs in the non-residential zones.
 - b. Each business is only allowed one neon sign and it must be placed on the primary frontage of the building.
 - c. Neon is allowed on no more than 25 percent of the total sign area of a permanent building mounted sign
 - d. Neon signs placed in a window are exempt from the total sign area limitations for all window signs (Refer to Table 17.72.050.N (Standards for Window Signs)).
 - e. Neon signs must be turned off daily at the close of business or 10:00 pm, whichever occurs last.
- 5. **Single-Color or Two-Color LED Signs.**
 - a. Single-color or two-color LED signs are exempt from the sign area limitations for wall signs and window signs established in Table 17.72.050.M (Standards for Wall Signs) and Table 17.72.050.N (Standards for Window Signs).
 - b. Any individual single-color or two-color LED sign must not exceed four square feet in area.

- c. Single color or two-color LED signs are not allowed in Residential zones.
 - d. Single-color or two-color LED signs must be turned daily at the close of business or 10:00 pm, whichever occurs last.
6. ***Changeable Copy Signs.***
- a. Changeable copy signs shall only be allowed as an integrated component of marquee signs, wall signs, and monument signs as established in Section 17.72.050 (Standards for Permanent Signs). This does not apply to any signs required by law.
 - b. Changeable copy signs may be non-illuminated or internally illuminated.
7. ***Electronic Message Signs.***
- a. One electronic message sign may be allowed subject to approval of a Sign Permit (Refer to Section 17.100.140, Sign Permit – Permanent Signs) as an integral component of a freestanding or wall sign (refer to Subsection 17.72.050.C.11, Standards for Wall Signs; and Subsection 17.72.050.D.6, Standards for Monument Signs) per lot or parcel in select Residential zones, Downtown zones, Commercial zones, Employment zones, and Public and Open Space zones. The Director may require Planning Commission approval of the Sign Permit if, in the Director's opinion, there are special or unusual circumstances associated with the application for the electronic message sign.
 - b. Electronic message signs must not flash, blink, flutter, include intermittent or chasing lights, or display video messages (i.e., any illumination or message that is in motion or appears to be in motion). Electronic message signs may display changing messages provided that each message is displayed for no less than 15 seconds.
 - c. ***Night-time Brightness.***
 - i. Automatic Control. Electronic message signs must be equipped with photocell technology to control and vary the intensity of light output depending on the amount of ambient light that is present to prevent overly bright luminance at night. Automatic controls must limit night luminance to a maximum of 100 nits when the display is set to show maximum brightness in 100 percent full white mode.
 - ii. Manufacturer Certification. The applicant shall include with the Building Permit application a written certification from the sign manufacturer that the nighttime luminance has been factory pre-set not to exceed 100 nits as described in paragraph c.(i). above, and that this setting is protected from end-user modification by password-protected software or other method as deemed appropriate by the Building Official.
 - d. Electronic message signs must be set to a maximum lighting intensity of 0.6 candela (foot-candles) over ambient light levels as measured using a foot-

candle meter placed 100 feet from the sign. Each sign shall have a redundant system for controlling sign brightness, including an automatic light sensing device or photocell that will adjust the brightness as ambient light conditions change, and a backup system based on local sunrise and sunset times.

I. Sign Structure and Installation

1. The installation of signs shall be enforced and administered by the Building Inspector. All signs and sign structures must be designed to comply with the provisions of this Chapter, the applicable provisions of the Building and Electrical Codes, and constructed to withstand wind loads, dead loads, and lateral forces.
 - a. Any angle iron, bracing, guy wires, or similar features used to support a sign shall not be visible to the extent technically feasible.
 - b. Where electrical service is provided to freestanding signs or landscape wall signs, the electrical service shall be placed underground and concealed. Electrical service to building mounted signs, including conduit, housings, and wire, shall be concealed or, when necessary, painted to match the surface of the structure upon which they are mounted. A Building Permit shall be issued prior to installation of any new signs requiring electrical service.
 - c. All permanent signs allowed by this Chapter shall be constructed of durable materials capable of withstanding continuous exposure to the elements and the conditions of a built-up environment, and shall be permanently attached to the ground, a building or another structure by direct attachment to a rigid wall, frame, or structure.
2. Raceway, as illustrated in Figure 17.72.040.I-1, shall only be used in building mounted signs when access to the wall behind the sign is not feasible, or when the Zoning Administrator determines that a benefit exists to preserve a historic or architectural feature of a building. In such cases, the raceway shall not extend in width and height beyond the area of the sign and shall match the color of the building to which it is attached.

Figure 17.72.040.I-1: Raceway



3. Signs shall be designed so that all frameworks for the support of the sign are an integral part of the design of the sign or within the structure of the building to which it is attached so as to not be visible.

- J. **Signage Design and Materials in the DX-1 and DX-2 Zones.** Appropriate sign materials for the Downtown area are dependent on the style, age, and materials used in the building. Materials may include the following:
1. **Wood.** Carved, etched, and painted or stained;
 2. **Metal.** Formed, etched, cast, engraved, and painted; and
 3. High-density preformed foam or similar material.
- K. **Sign Maintenance.**
1. All signs shall be maintained by any property owner, lessor, lessee, manager, agent, or other person having lawful possession or control over a sign, building, structure, or parcel of land, in a condition or state of equivalent quality to which was approved or required by the City.
 2. All signs together with their supports and appurtenances shall be maintained in good structural condition, in compliance with applicable Building and Electrical Codes, and in conformance with this Chapter. Maintenance of a sign includes periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the Sign Permit issued for its installation and provisions of this Chapter.
 3. All signs and supporting structures shall be kept in repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted and clean. The immediate surrounding premises shall be maintained free of weeds and rubbish. The Zoning Administrator is authorized to order the painting, cleaning or repair of signs which become dilapidated and the cleaning of the immediate premises. Such maintenance shall be completed within 30 days of receiving written notice.
 4. **Landscape Maintenance.** Required landscaped areas contained by a fixed border, curbed area, wall, or other perimeter structure shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within three months.
 5. The Building Inspector has the authority to order the repair, maintenance, or removal of any sign or sign structure that has not been maintained and is dangerous or in disrepair, or which is erected or maintained contrary to the requirements of this Section.
 6. Failure to maintain a sign constitutes a violation of this Chapter and will be subject to enforcement action, in which case the Building Inspector may order the removal of any sign that is determined to be in disrepair or dangerous.
 7. Any owner of a sign victimized by graffiti shall remove, repair, or repaint sign(s) within 10 days of the graffiti being applied or within 10 days of notification by the Director, whichever event comes first, or the sign shall be subject to removal by the City at the owner's expense.

17.72.050 Standards for Permanent Signs

A. Applicability.

1. This Section establishes the standards for permanent building mounted and freestanding signs that are applicable in all zones. Standards for each allowed sign type are provided in Tables 17.72.050.C-1 through Table 17.72.050.C-12 and Tables 17.72.050.D-1 through 17.721.050.D-4, respectively. These tables are organized as permanent building-mounted and freestanding signs for each sign type. All permanent signs must comply with the standards for sign area, height, number, type, and other requirements provided in these tables.
2. A sign type not specifically included in this Section may be allowed by the Director provided the sign meets the intent of the zone in which it is proposed.

Table 17.72.050.A-1: Allowed Sign Types by Zones

Sign Type	R-1, N-P	R-LM	R-M, R-H	CMU-E, CMU-K, CMU-F, CMU-A	DX-2, DX-3, CCMU	DX-1, DX-4, CMU- WM	RC	RC-F	IF, IG	OS, PF, FSA
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“•” = Permitted

Building-Mounted Signs

Awning Sign	• ¹	•	•	•	•	•	•			
Blade Sign	• ¹		•	•	•	•	•			
Canopy Sign			•	•	•	•	•			
Directional Sign	•	•	•	•	•	•	•	•	•	•
Directory Sign	•	•	•	•	•	•	•	•	•	•
Hanging Sign	• ¹			•	•	•	•			
Marquee Sign					•	•				
Projecting Sign			•		•	•	•			
Roof-Mounted Sign					•	•		•	•	
Service Island Canopy Sign					•	•		•	•	
Wall Sign	• ¹		•		•	•	•	•	•	
Window Sign	• ¹		•		•	•	•	•	•	

Freestanding Signs

Table 17.72.050.A-1: Allowed Sign Types by Zones

Sign Type	R-1, N-P	R-LM	R-M, R-H	CMU-E, CMU-K, CMU-F, CMU-A	DX-2, DX-3, CCMU	DX-1, DX-4, CMU- WM	RC	RC-F	IF, IG	OS, PF, FSA
Digital Billboard Sign							•	•	•	•
Directory Sign	•	•	•	•	•	•	•	•	•	•
Directional Sign	•	•	•	•	•	•	•	•	•	•
Freeway Oriented Sign							•	•	•	
Monument Sign			•	•	•	•	•	•	•	•

Notes:

1. Limited to residential limited retail uses only.

B. Standards for Permanent Building-Mounted and Freestanding Signs.

1. Businesses with frontage and primary vehicle access on a through lot may consider each frontage separately when determining maximum sign area. The area for each frontage is not transferable to the opposite frontage.
2. Businesses with direct alley access are permitted an additional one square foot of sign area per linear foot of building facade facing the alley. The sign area for the alley frontage is not transferable to the main street frontage.
3. If a business frontage is only on the alley, then the total permitted sign area is allowed for the business, and all sign(s) shall be located on the alley frontage.
4. Where several businesses are developed as a unit, such as a shopping center, one sign which identifies the development is allowed. The area of this sign shall not exceed the maximum allowable area for the largest business sign permitted in the development but in no case shall it exceed 100 square feet. Where the development identification is placed on a monument sign, Subsection 17.72.050.D.6, Monument Signs is applicable.
5. The maximum total area for all building-mounted and freestanding signs is established in Table 17.72.050.B-1, Standards for All Permanent Signs. including additional regulations for sign area, height and setback from a property line.
6. The area of all building-mounted signs is included in the maximum total sign area, except when specifically exempted.
7. All permanent building-mounted and freestanding signs must comply with the corresponding sign type standards provided in Tables 17.72.050.C-1 to Table 17.72.050.D-4.

Table 17.72.050.B-1: Standards for All Permanent Signs

Zone(s)	Max. Sign Height, Building-Mounted	Max. Sign Height, Freestanding	Total Sign Area per Business or Development	Min. Distance from Property Line
R-1, N-P, R-LM	10 ft	5 ft	4 sf per residential business; 24 sf per residential limited retail use ¹	R-1, R-LM: 15 ft N-P: 5 ft Residential limited retail use: 0 ft.
RM, RH	20 ft	8 ft	20 sf for residential uses; 24 sf per residential limited retail use	5 ft
CMU-E, CMU-K, CMU-F, CMU-A, DX-2, DX-3	30 ft	8 ft	2.0 sf per linear foot of building frontage; not to exceed 175 sf	CMU zones: 5 ft DX-2 and DX-3: 0 ft
DX-1, DX-4, CMU-WM	30 ft	8 ft	2.0 sf per linear foot of building frontage; not to exceed 175 sf	0 ft
CCMU	20 ft	8 ft	1.5 sf per linear foot of building frontage; not to exceed 125 sf	5 ft
RC, RC-F	40 ft	8 ft plus 1 ft for every 5 feet of setback from property line, not to exceed 15 ft ²	2.0 sf per linear foot of street frontage; not to exceed 200 sf	5 ft
IL, IG	40 ft	8 ft plus 1 ft for every 5 feet of setback from property line, not to exceed 15 ft	2.0 sf per linear foot of street frontage; not to exceed 200 sf	10 ft
OS, PF	20 ft	8 ft	20 sf ¹	OS and PF: 25 ft FSA: 15 ft

Notes:

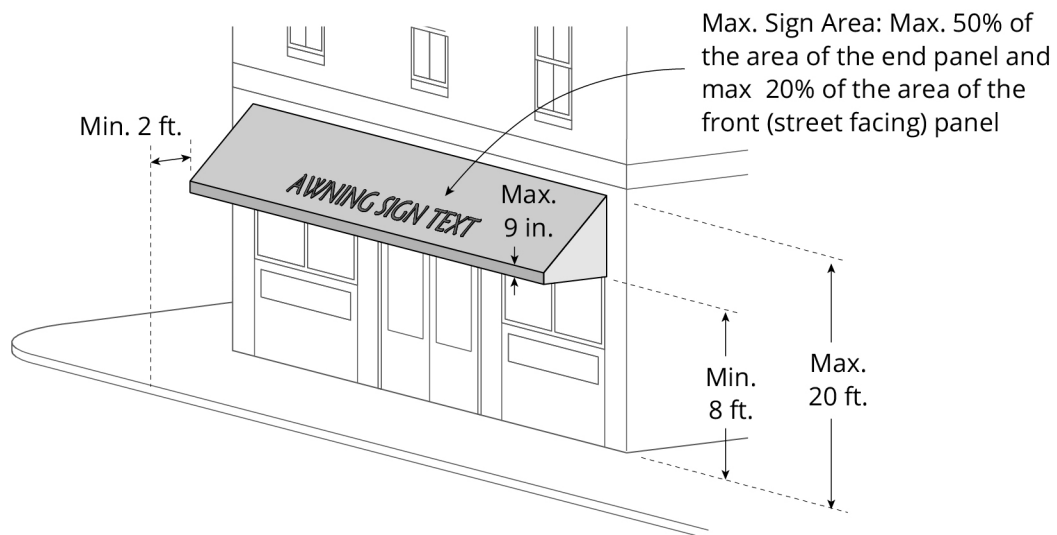
1. The Zoning Administrator may grant by Zoning Administrator Permit an increase in the maximum total sign area for all permanent signs in these zones for public parks and recreation facilities, public schools, governmental facilities, public cultural facilities, and nonprofit hospitals.
2. Refer to Section 17.72.050.D.5 (Freeway-Oriented Signs).

C. **Standards for Permanent Building-Mounted Signs**

1. **Awning Sign.** Awning signs must comply with the standards provided in the table below.

Table 17.72.050.C-1: Standards for Awning Signs

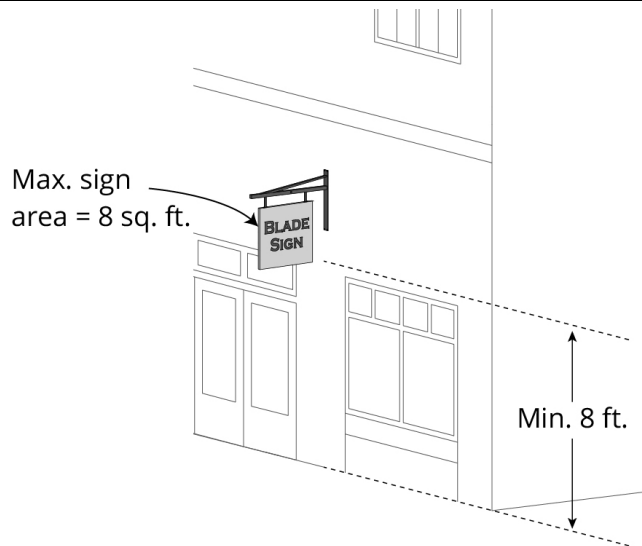
Standards	Requirements
<i>"sf" = square feet ; "lf" = linear feet</i>	
Sign Area	Sign area is max. 50% of the area of the end panel and max 20% of the area of the front (street facing) panel of the awning or valance. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B).
Mounting Height	Max. 8 ft from the bottom of the awning to the nearest grade or sidewalk. Max. 20 ft.
Sign Placement	Must only be placed above the doors and windows of the ground floor. May project into public right-of-way with approval of an Encroachment Permit.
Valance Height	Max. 9 in.
Horizontal Distance from Back of Curb	Min. 2 ft.
Illumination	Non-illuminated or illumination allowed under the awning.



2. **Blade Sign.** Blade signs must comply with the standards provided in the table below.

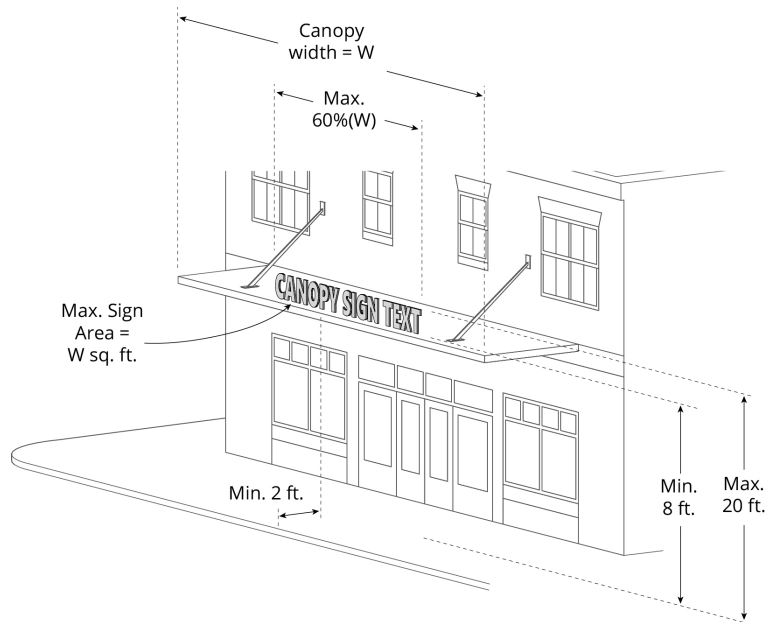
Table 17.72.050.C-2: Standards for Blade Signs

Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 8 sf. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B).
Mounting Height	Min. 8 feet from the bottom of the sign to the nearest grade or sidewalk. Must be mounted perpendicular to the building face or at the corner of the building.
Number of Signs	Max. 1 per frontage, except on a corner where two signs are allowed, i.e. 1 per frontage
Sign Placement	Sign must not extend beyond the edge of the structure on which it is located if mounted below the walkway or overhead structure. May project into public right-of-way with approval of an Encroachment Permit.
Horizontal Distance from Back of Curb	Min. 2 ft.
Illumination	Non-illuminated or internal illumination.



3. **Canopy Signs.** Canopy signs must comply with the standards provided in the table below.

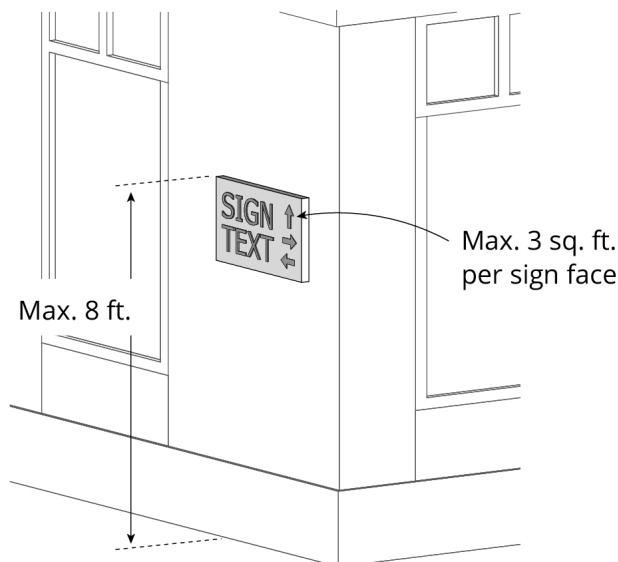
Table 17.72.050.C-3: Standards for Canopy Signs	
Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 1 sf per 1 lf of canopy width.
Mounting Height	Min. 8 ft from the bottom of the canopy to the nearest grade or sidewalk. Max. 20 ft. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B).
Sign Placement	Must be placed above the doors and windows of the ground floor of a building. Sign area is max. 60% of the store width or tenant space per business when canopy is placed on multiple store fronts. May project into public right-of-way with approval of an Encroachment Permit.
Horizontal Distance from Back of Curb	Min. 2 ft.
Illumination	Non-illuminated or internal illumination.
Other Requirements	Max. height of sign letters is 2 ft measured from the top of the canopy.



4. **Directional Signs (Building-Mounted).** Directional signs must comply with the standards provided in the table below.

Table 17.72.050.C-4: Standards for Directional Signs

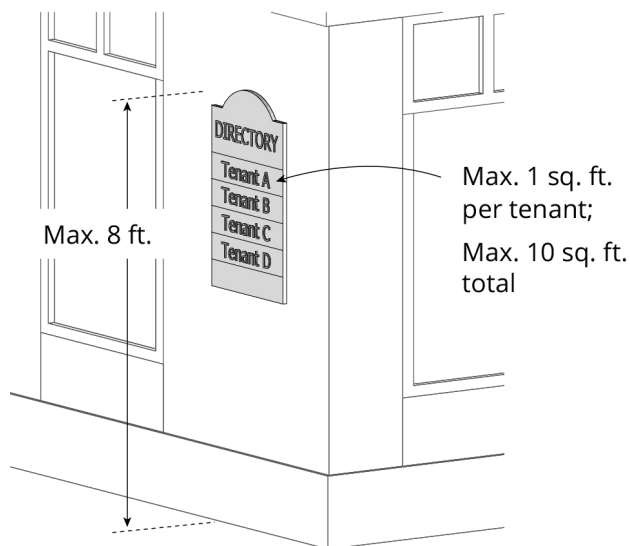
Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 3 sf. Excluded from the total number of allowed signs for all building-mounted signs.
Mounting Height	Max. 8 ft.
Sign Placement	Max. 1 per driveway entrance;
Illumination	Non-illuminated or external illumination.



5. **Directory Signs (Building-Mounted).** Directory signs must comply with the standards provided in the table below.

Table 17.72.050.C-5: Standards for Directory Signs (Building-Mounted)

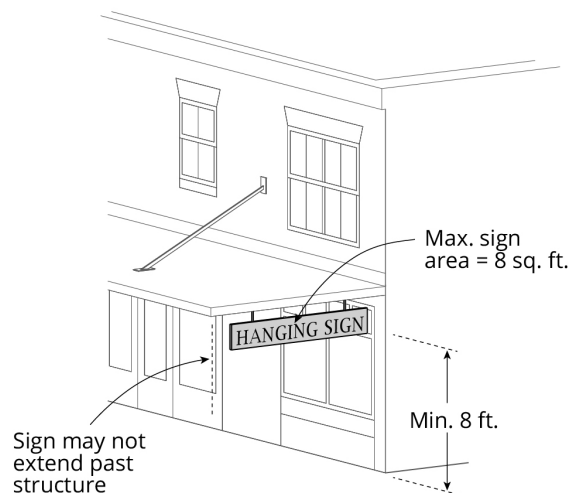
Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 1 sf per tenant space; Max. 10 sf total sign area Excluded from the total number of allowed signs for all building-mounted signs
Mounting Height	Max. 8 ft from nearest grade.
Number of Signs	Max. 1 per primary building entrance.
Illumination	Non-illuminated, internal illumination, or external illumination.



6. **Hanging Signs.** Hanging signs must comply with the standards provided in the table below.

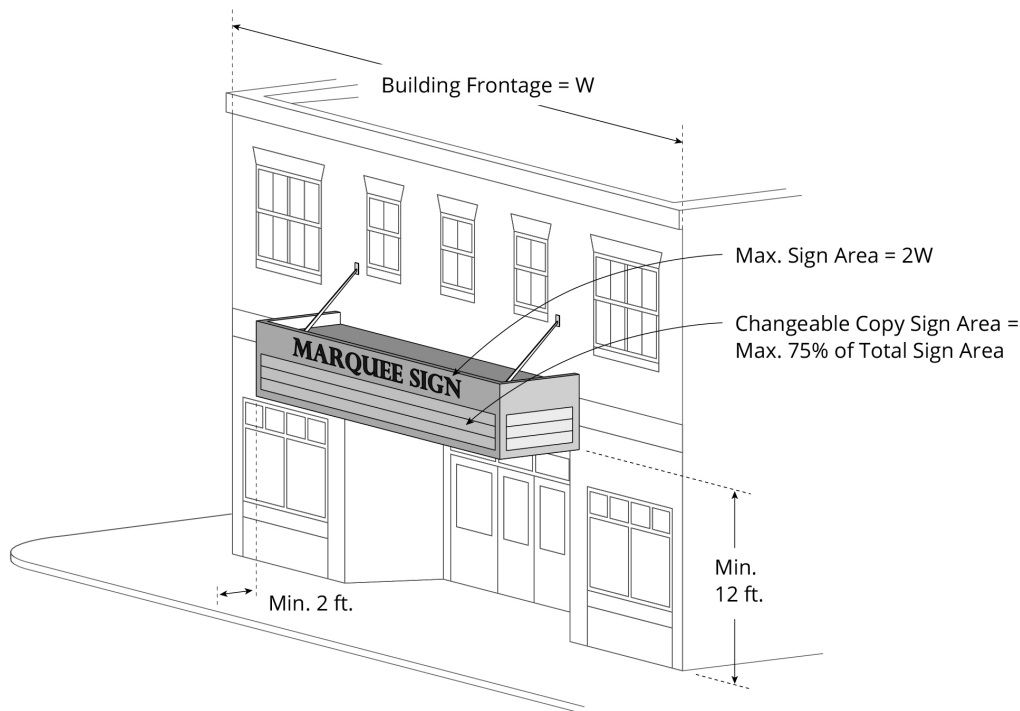
Table 17.72.050.C-6: Standards for Hanging Signs

Standards	Requirement
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 6 sf in area on each sign face. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B).
Mounting Height	Max. 8 feet from the ground level (as measured directly under the sign).
Sign Placement	Hanging signs shall not be permitted closer than 20 feet from each other. May not extend past the structure to which they are mounted. May project into public right-of-way with approval of an Encroachment Permit. Awnings, canopies, and marquees may have a hanging sign suspended beneath.
Horizontal Distance from Back of Curb	Min. 2 ft.
Number of Signs	Max. 1 sign per business per street face
Illumination	Non-illuminated, internal illumination, or external illumination.



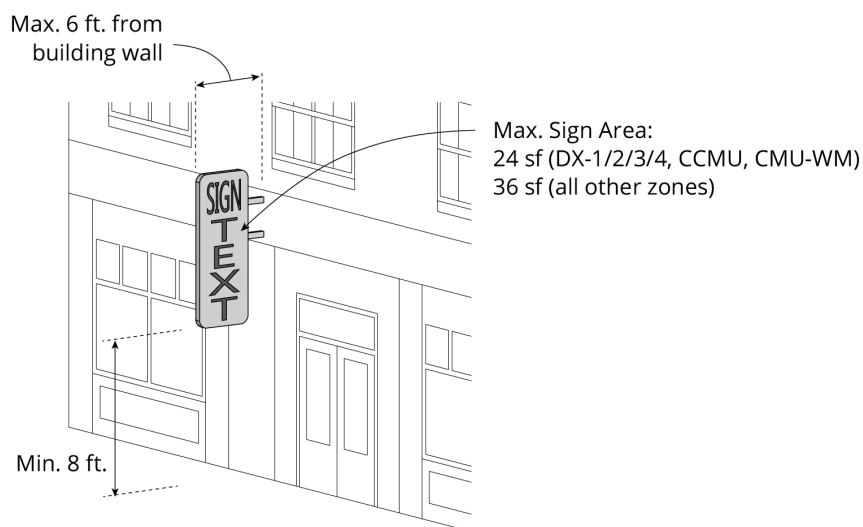
7. **Marquee Signs.** Marquee signs must comply with the standards provided in the table below.

Table 17.72.050.C-7: Standards for Marquee Signs	
Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 2 sf per 1 lf of building frontage. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B). Max. 75% of the total sign area is allowed for the changeable copy.
Mounting Height	Min. 12 ft from the bottom of the marquee to the nearest grade or sidewalk.
Number of Signs	Max. 1 per business.
Sign Placement	May project into public right-of-way with approval of an Encroachment Permit.
Horizontal Distance from Back of Curb	Min. 2 ft.
Illumination	Direct Illumination or internal illumination.
Other Requirements	No projecting sign (Table 17.72.050.J) shall be permitted when signage is placed directly on a marquee.



8. **Projecting Signs.** Projecting signs must comply with the standards provided in the table below.

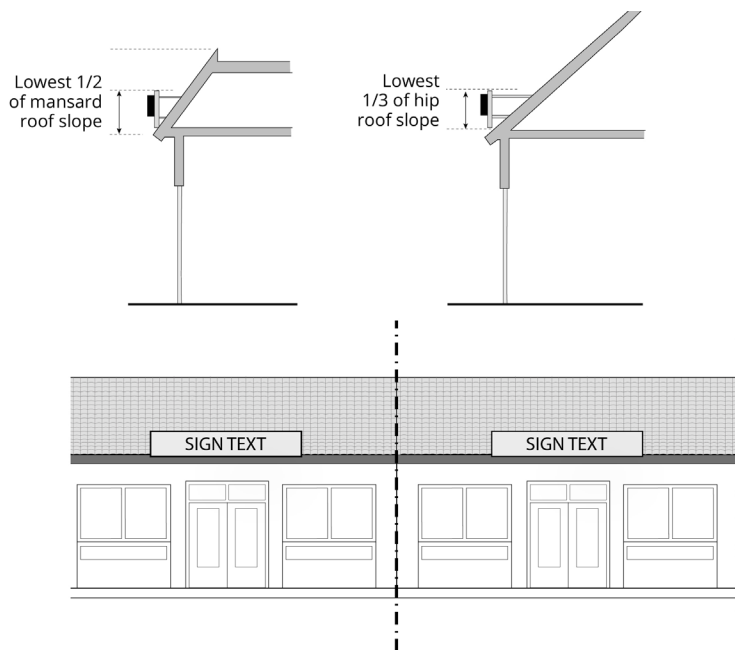
Table 17.72.050.C-8: Standards for Projecting Signs			
Standards	All Other Zones	DX-2, DX-3, CCMU	DX-1, DX-4, CMU-WM
"sf" = square feet; "lf" = linear feet			
Sign Area	Max. 36 sf	Max. 24 sf.	
	Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B).		
Mounting Height	Min. 8 ft from the bottom of the sign to the nearest grade or sidewalk.		
Sign Placement	Projecting signs shall not be permitted closer than 20 feet from each other. May project into public right-of-way (but not public alleys) with approval of an Encroachment Permit. May not extend vertically above the second floor window sill or when there is no second floor, may not extend above the parapet, eaves, or roof line. Must be placed so that the sign causes no harm to street trees.		
Horizontal Distance from Back of the Curb	Signs may not project within two feet of the curb line. Max. 6 ft from the building wall to the outer edge of the sign.		
Number of Signs	1 per business when neither a monument sign nor a roof sign is present in the development.		
Illumination	Non-illuminated, internal illumination, or external illumination.		



9. **Roof-Mounted Signs.** Roof-mounted signs must comply with the standards provided in the table below.

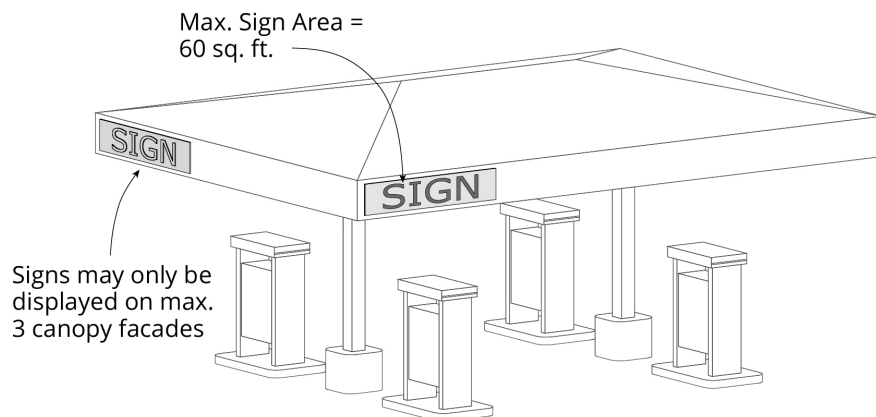
Table 17.72.050.C-9: Standards for Roof-mounted Signs

Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	As provided in Table 17.72.050.B. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B).
Sign Height	As provided in Table 17.72.050.B.
Number of Signs	Max. 1 per business.
Sign Placement	Roof-mounted signs shall be placed below the roof peak and must comply with the maximum height allowed for the zone. Hip roof: Only placed on the lowest 1/3 of the slope of the roof. Mansard roof: Only placed on the lowest 1/2 of the slope of the roof. Sign lettering shall have a minimum depth of 6 inches to convey a three-dimensional appearance. Signs for individual tenants in multi-tenant centers shall be centered above the tenant space and only mounted on a mansard roof.
Illumination	Non-illuminated, internal illumination, or external illumination.
Other Requirements	The bottom of roof signs shall be mounted flush with the surface of the roof and shall not interrupt roof lines or other major architectural features.



10. **Service Island Canopy Signs.** Service Island Canopy signs must comply with the standards provided in the table below.

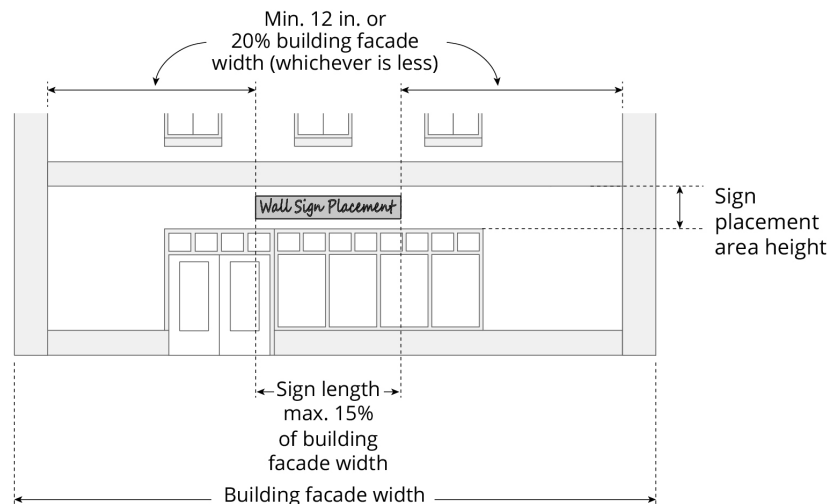
Table 17.72.050.C-10: Standards for Service Island Canopy Signs	
Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 60 sf for the total area of all signs on the canopy. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B)
Number of Signs	Signs may only be displayed on max. 3 canopy facades.
Illumination	Non-illuminated or internal illumination.



11. **Wall Signs.** Wall signs must comply with the standards provided in the table below.

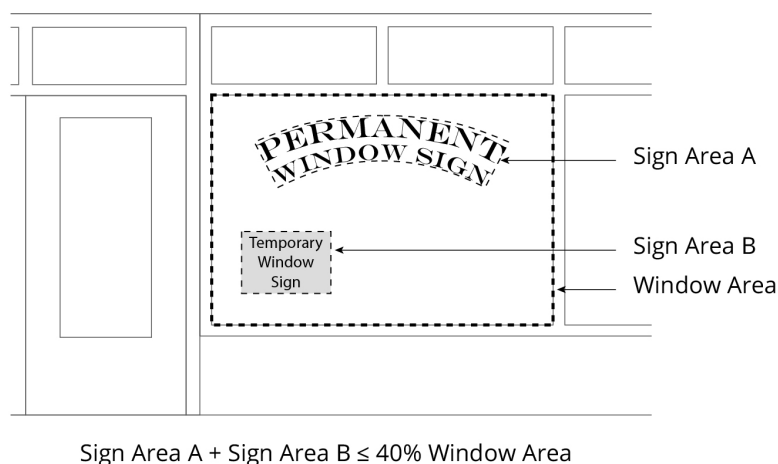
Table 17.72.050.C-11: Standards for Wall Signs

Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	As provided in Table 17.72.050.B. Included in the total allowable sign area for all building-mounted signs (see Table 17.72.050.B)
Number of Signs	Unlimited, provided the maximum area allowed for wall signs is not exceeded.
Sign Placement	Refer to the illustration below for applicable standards. Wall signs shall be placed to establish a facade rhythm, scale, and proportion between buildings. The sign's length shall not exceed the width of the framed portion of the storefront and shall not exceed 15% of the building facade. Wall signs shall not face an adjacent Residential zone.
Sign Depth	Max depth 12 inches measured from the wall on which the sign is placed.
Illumination	Non-illuminated, internal illumination, or external illumination.
Special Provisions	Requirements
Painted Wall Signs	Painted wall signs are allowed on any exterior building wall of an individual tenant space or building. Painted wall signs must be professionally painted. The allowable area for painted wall signs will be increased by 10% over the normal allowable sign dimensions for the zone.
Changeable Copy Signs	Max. sign area 30% of the total allowable sign area for the building.



12. **Window Signs.** Window signs must comply with the standards provided in the table below.

Table 17.72.050.C-12: Standards for Window Signs	
Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Permanent window signs shall be limited to 20% of the ground floor frontage window area occupied by a given business. The combined area of temporary and permanent window signs must not exceed 40% of the area of the window on which they are displayed. Neon or Single-color or two-color LED signs are excluded from the total allowed sign area for all building-mounted signs. Refer to Section 17.72.040.H.4, Neon; and Subsection 17.72.040.H.5, Single-color or two-color LED signs. Adhesive vinyl, gild-leaf, or screen printing is preferred over hand-painted window signs.
Sign Placement	Must be mounted or displayed on the interior of the window. If the business is on the first floor, signs shall not be placed above the upper window frame or the second floor. If the business is conducted above the first floor, signs shall not be placed above the max. height allowed in the zone or above the window frame of the third floor.
Illumination	Non-illuminated. Neon or single- or two-color LED signs are allowed.



D. Standards for Permanent Freestanding Signs.

1. Standards for each allowed permanent freestanding sign type are provided in tables with a supporting illustration of each sign type. All permanent signs must comply with the standards for sign area, height, number, type, and other requirements provided in these tables.
2. **Digital Billboard Signs.** Digital billboard signs are permitted only as billboard relocations or as conversions of an existing billboard. Digital billboard signs must meet all location and development standards established in this Section. Digital billboard signs shall be subject to approval of a Conditional Use Permit, site plan, and design review by the Planning Commission, as set forth in Chapter 17.100 (Planning Permits and Approvals).
 - a. *Location.*
 - i. Digital billboard signs are only permitted along two specific segments of the Interstate 5 (I-5) corridor as described below:
 - a) Segment One. This segment begins where the City boundary bisects the I-5 corridor to the north and runs south along I-5 to the East Main Street freeway underpass, excluding the Section of frontage on the north side of I-5 between the East Beamer Street underpass and the East Kentucky Avenue overpass. A maximum of two digital billboard signs are permitted within this segment. The signs may be located on the same side of the freeway or one on each side of the freeway.
 - b) Segment Two. This segment begins at County Road 102 and runs east along I-5 to the eastern boundary of the City. A maximum of one digital billboard is permitted within this segment.
 - ii. Digital billboard signs shall be located within 500 feet of the freeway right-of-way. No digital billboard sign shall be located within 2,500 feet of another digital billboard sign on the same or opposite side of the freeway and no closer than 250 feet to any other freeway-oriented sign over 30 feet in height on the same side of the freeway.
 - iii. The location of digital billboard signs shall be verified by the City Engineer to ensure no conflict exists between the location of the proposed sign and the Interstate 5/State Route 113 direct connect interchange project as identified in the Cal Trans Project Report dated April 6, 2000, or as otherwise amended or updated by Cal Trans or the City. Updates shall include the development of project plans. When reviewing for conflicts, the City Engineer will review for physical and visual conflicts.
 - iv. *Proximity to Residential Uses.* No digital billboard signs shall be located between East Main Street and East Beamer Street or within 1,200 feet of any existing residential property in existence at the time of adoption of the digital billboard signs standards, unless it can be demonstrated

by the applicant, that the proposed sign installation cannot be viewed from the residential property. A “balloon test” (or similar) may be required and shall be paid for by the applicant to determine visual impacts of a proposed digital billboard sign and to demonstrate that the proposed sign cannot be viewed from a residential property.

- b. *Standards.* Any new digital billboard sign or a legally existing billboard refurbished to become a digital billboard sign shall be subject to the development standards below.
- i. *Number of Faces.* A digital billboard sign may consist of no more than two digital display areas, each positioned to be visible only by opposing directions of traffic. Double-faced signs shall not have an interior angle between the face of the panels greater than 20 degrees, unless a visibility study is provided showing that a greater angle is necessary to achieve reasonable sign visibility, up to a maximum of 45 degrees.
 - ii. *Height.* Heights of digital billboard signs shall be established relative to topography and setting to provide the best balance between the sign’s purpose of effectively communicating a visual message, the setting (including topography and surrounding architecture), and freeway traffic safety. However, in no case shall the digital billboard sign (including structure) exceed a maximum height of 68 feet as measured from the finished grade of the center line of the nearest freeway to the top of the digital billboard sign face or structure, as applicable. Applicants shall provide to the City supporting documentation from a licensed engineer or surveyor demonstrating compliance with this provision.
 - iii. *Area.* The maximum area of each digital display area shall not exceed 672 square feet per sign face.
 - iv. No more than one digital billboard sign and one freeway-oriented sign each over 30 feet in height shall be permitted on a single parcel or multiple parcels developed as a single retail, office, or industrial center. One sign shall not directly or substantially impede the view of another sign for any prolonged length of travel time of a passing driver on Interstate 5.
 - v. *Illumination.* Digital billboard signs must be limited in brightness to a maximum lighting intensity of 0.3 candela (foot-candles) over ambient light levels, as measured using a foot-candle meter at 250 feet from the sign face.
 - a) Each digital display area must have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day.
 - b) Digital billboard signs must create minimal glare, maintain contrast between the sign face and the surrounding area, have

minimal impact on driver distraction, and create minimal light trespass into residential areas.

- c) The applicant must demonstrate through field testing compliance with a 0.3 candela increase, or less, over ambient light at a distance of 250 feet during nighttime conditions upon initial start-up, again at six months of operation and at the request of the City for the life of the sign.
- d) The applicant must fund field testing by a qualified independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance. If increases in ambient light are found to be above the 0.3 candela level, the dimming level shall be adjusted until this level can be demonstrated. This must be completed and demonstrated through follow-up field testing within 24 hours or the billboard shall not be operated until the lighting levels can be brought into compliance.
- vi. *Pole Cladding.* High-quality decorative pole covering is required for newly constructed digital billboard signs as well as any existing non-digital billboard that is converted to a digital billboard sign.
- vii. *Message Display.* Digital billboard signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign, except that static images may be displayed for a minimum of eight seconds with a transition or blank screen time no longer than one second in duration. No static message shall include flashing or scintillating lighting, or varying light intensity. Digital billboard signs shall be operated with systems and monitoring in place to either turn the display off or show a “full black” image on the display in the event of a malfunction.
- viii. *Community Messaging.* The City shall be provided with access to a minimum of five percent of the total available display time to allow the City to present messages of community interest. This access shall also include access for other appropriate agencies for the purpose of displaying public safety messages such as “Amber Alert” messages and emergency-disaster communications. The City shall retain sole discretion regarding the content and prioritization of messages displayed on the City’s behalf, subject to specific standards of individual sign companies for displayed material.
- ix. *Traffic Safety.* The digital billboard sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign shall not reduce required on-site parking availability and shall not interfere with on-site vehicular circulation.

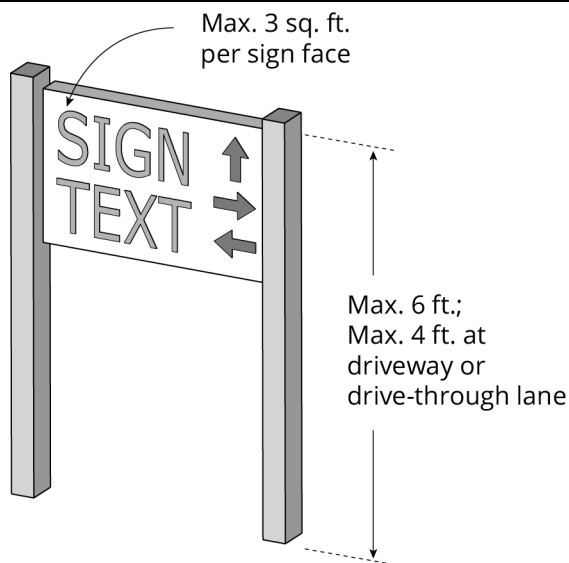
- x. *Future Technologies.* There may be alternate, preferred, or superior technology available in the future to illuminate digital freeway signs. These alternate technologies may be incorporated into existing legally permitted digital freeway signs in the future without additional permissions from the Planning Commission or City Council provided:
 - a) The required maximum brightness standards are met; and
 - b) No substantial exterior physical change to the digital display area will occur. The owner shall be responsible for obtaining any required ministerial permits for technology improvements as required by applicable code standards. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.
- xi. *Quality and Maintenance Plan.* The applicant shall demonstrate that the proposed digital billboard sign provides high resolution, clear graphic display, and consistent reliability and durability. The applicant must establish a quality and maintenance plan to ensure implementation of all above-listed development standards and to assure the proper maintenance and repair of the digital billboard sign as needed.
- c. *Billboard Removal.* For every one square foot of digital message display area installed, the applicant must permanently remove at least two square feet of existing legal conforming or nonconforming billboard display area within the City limits prior to operation of the digital billboard sign. An existing billboard display area being converted to a digital billboard sign may count toward the required permanent removals.
- d. *Operating Agreement.* The City and applicant shall enter into an operating agreement, subject to City Council approval, in conjunction with the issuance of a Conditional Use Permit for a digital billboard sign. The City and applicant may use the operating agreement, on a case-by-case basis, to deviate from the development standards in Section 17.72.050.D.2, Digital Billboard Signs or reduce the required billboard removals under Section 17.72.050.D.2, Digital Billboard Signs. The City Council will only approve an operating agreement if it determines that the operating agreement achieves community benefits that are equivalent or greater to those that would be achieved through strict compliance with Section 17.72.050.D.2, Digital Billboard Signs. If deviation from the foregoing development standards is requested, the City Council shall also serve as the final review and approval authority for the Conditional Use Permit and Development Review application.
- e. *Compliance with Applicable Laws and Regulations.* The owner of the digital billboard sign shall comply with all applicable Federal, State, or local laws, including the Highway Beautification Act of 1965 (23 U.S.C. Section 131), the Outdoor Advertising Act (California Business and Professions Code Section

5200 et seq.), and this Section, when constructing, operating, improving, maintaining, repairing, and removing the digital billboard.

3. **Directional Signs (Freestanding).** Directional signs must comply with the standards provided in the table below.

Table 17.72.050.D-1: Standards for Directional Signs

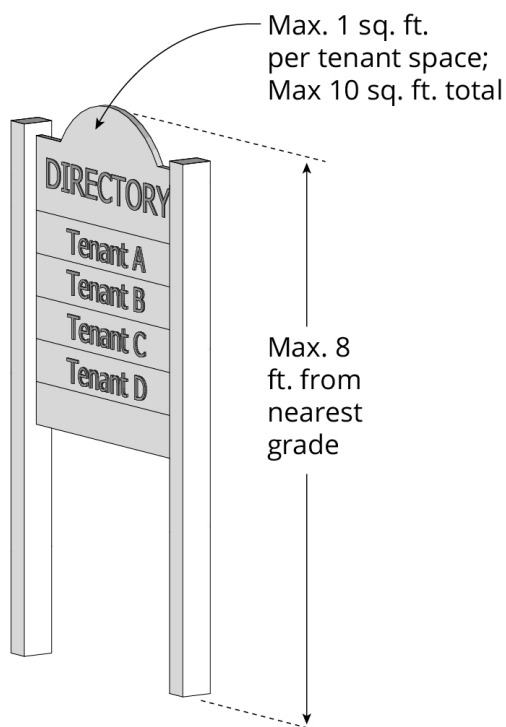
Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	2 sided allowed; Max. 3 sf per sign face. Excluded from the total number of allowed signs for all freestanding signs.
Sign Height	Max. 4 ft
Number of Signs	Max. 1 per driveway entrance.
Illumination	Non-illuminated, internal illumination, or external illumination.



4. **Directory Signs (Freestanding).** Directory signs must comply with the standards provided in the table below.

Table 17.72.050.D-2: Standards for Directory Signs

Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	Max. 10 sf; Max. 1 sf per tenant space. Excluded from the total number of allowed signs for all freestanding signs.
Sign Height	Max. 8 ft from nearest grade.
Number of Signs	Max. 1 per building. A directory sign that displays multiple individual tenants, nameplates, etc. shall be considered one sign.
Illumination	Non-illuminated, internal illumination, or external illumination.



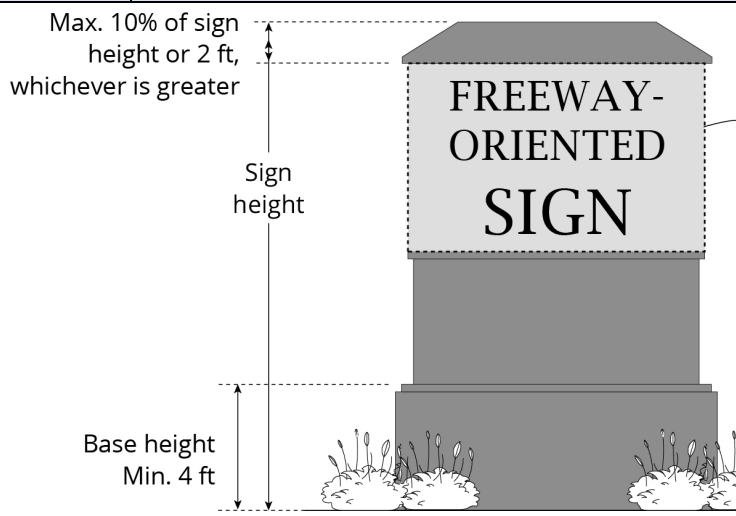
5. **Freeway-Oriented Signs.** Freeway-oriented signs must comply with the standards provided in the table below.

Table 17.72.050.D-3: Standards for Freeway-Oriented Signs	
Standards	Requirements
<i>"sf" = square feet; "ft" = feet; "lf" = linear feet</i>	
Sign Area	Max. 200 sf
Sign Height ¹	Max height 60 ft. Elements to enhance the design of a sign structure may extend above the sign to a max. 20% of the sign's allowed height or 12 inches, whichever is greater.
Base Width	The sign base must be at least 60% of the width of the sign.
Number of Signs	Max. 1 freeway-oriented sign in areas adjoining interchanges or for groups of adjoining parcels. 1 additional freeway-oriented sign is allowed for a single parcel or a group of parcels greater than 20 acres provided the two signs are separated by min. 300 linear ft.
Sign Placement	Only located along a site frontage facing a freeway and within 500 linear ft of a freeway interchange.
Illumination	Non-illuminated or internal illumination.
Special Provisions	Requirements
Sign Design	The major architectural elements or details of the primary building(s) shall be integrated into the design of the support structure for the freeway oriented sign.
Sign Panels for Vacant Businesses	The sign panel on a freeway-oriented sign for a business that goes out of business shall be replaced within 30 days with a blank sign panel. Also refer to Section 17.72.080 (Enforcement).
Changeable Copy Signs and Electronic Message Centers	Max. sign area 40% of the total allowable sign area.

Notes:

1. The overall height of freeway signs and their support structures shall be determined on a case-by-case basis utilizing a line of site study and visibility modeling analysis techniques which shall include an evaluation of the presence of visual obstructions, the number of anchor tenants proposed, etc. The Planning Commission will review the analysis presented by the applicant and render a judgement as to whether the proposed sign height and area is appropriate. Signs shall be no higher than necessary for effective visibility.

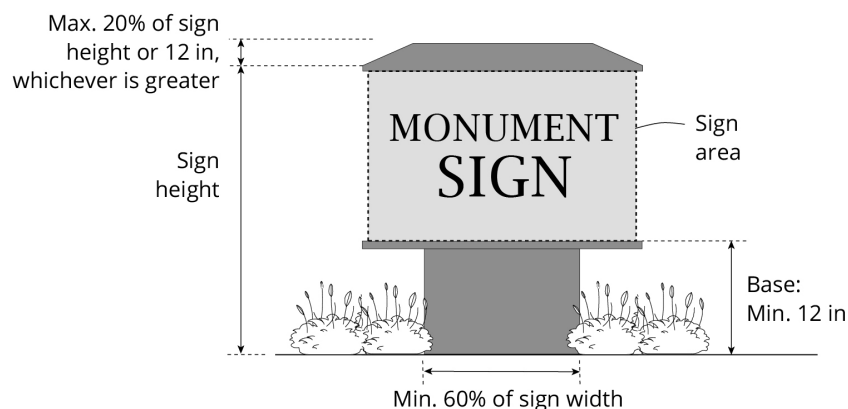
Table 17.72.050.D-3: Standards for Freeway-Oriented Signs

Standards	Requirements
	 Max. 10% of sign height or 2 ft, whichever is greater Sign height Base height Min. 4 ft FREEWAY-ORIENTED SIGN

6. **Monument Signs.** Monument signs must comply with the standards provided in the table below.

Table 17.72.050.D-4: Standards for Monument Signs

Standards	Requirements
<i>"sf" = square feet; "lf" = linear feet</i>	
Sign Area	As provided in Table 17.72.050.B.
Sign Height	As provided in Table 17.72.050.B. Elements to enhance the design of a sign structure may extend above the sign to a max. 20% of the sign's allowed height or 12 inches, whichever is greater.
Sign Base Standards	The sign base must be at least 60% of the width of the sign. The base shall be min 12 inches in height from finish grade. The sign based shall be constructed of solid permanent materials such as concrete block, stone, brick, metal, stucco, or similar veneer extending the full height of the sign or to the base.
Number of Signs	Only one monument sign is allowed per building per frontage.
Sign Placement	Only located along a site frontage facing a public street.
Illumination	Non-illuminated, internal illumination, or external illumination.
Special Provisions	Requirements
Changeable Copy Signs	Max. sign area 40% of the total allowable sign area.
Other Requirement	Signs shall integrate major architectural elements or details of the primary building(s) into the design of the support structure for the monument sign. Signage must be compatible with the building and site design relative to colors, materials, and placement and will respect established architectural and/or historical character as appropriate.



17.72.060 Standards for Temporary Signs

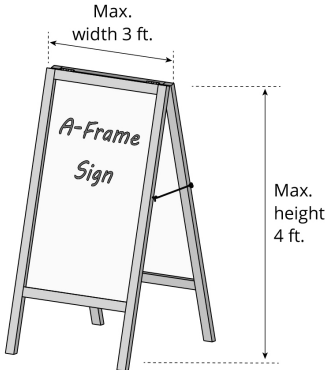
- A. **Purpose.** The City Council finds that the proliferation of temporary signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public's health, safety, and welfare. In addition to the purpose provisions of Section 17.72.010 (Purpose), these regulations ensure that temporary signs do not create a distraction to the traveling public by eliminating the aesthetic blight and litter caused by temporary signs. These standards and requirements ensure that temporary signs do not create aesthetic clutter or a distraction to the traveling public.
- B. **General to All Temporary Signs.** Temporary signs are allowed only in compliance with the provisions of this Section.
1. **Information Required for Display.** All temporary signs are required to display the name and address of the entity placing the sign and the date the sign was erected.
 2. **Permits.** No permits are required for the installation and placement of any temporary signs .
 3. **Not Included in Permanent Sign Allowances.** Temporary signs are not counted toward the maximum total sign area established in Section 17.72.050 (Standards for Permanent Signs).
 4. **General Time, Place, and Manner Restrictions.**
 - a. *Location Standards.*, Temporary signs must be placed in compliance with Subsection 17.72.040.B, Location Standards, unless specifically exempted by this Section.
 - b. *Period of Use.* There is no limit on the length of time that a temporary signs may be displayed, except for wall banner signs (See Table 17.72.060.C-2, Standards for Specific Temporary Signs).
 - c. *Display Standards.* Temporary signs must be placed in compliance with Subsection 17.72.040.D, Display Standards unless specifically exempted by this Section.
 - d. *Design and Construction.* Temporary signs must be of sufficient weight and durability to withstand wind gusts, storms, etc. and must be professionally crafted.
- C. **Additional Standards for Temporary Signs.**
1. Temporary signs are allowed in compliance with provisions in Table 17.72.060.C-1, Standards for Temporary Signs.

Table 17.72.060.C-1: Standards for Temporary Signs	
Standard	Requirement
<i>"sf" = square feet; "lf" = linear feet</i>	
All Residential and Public and Open Space Zones	
Total Area of all Temporary Signs at Any One Time	Max. 16 sf ¹
Number of Signs	Unlimited except that the total sign area must not exceed 16 sf.
All Downtown and Mixed-Use Zones	
Total Area of All Temporary Signs at Any One Time	Max. 32 sf per business, with a total of max. 72 sf per lot. Excludes the area of temporary window signs and wall banner signs.
Number of Signs	Unlimited except that the total sign area of all temporary signs (excludes the area of temporary window signs and wall banner signs) must not exceed 32 sf per business. Exception: Multi-tenant centers or offices – Max. 2 temporary wall banner signs per 150 lf of property frontage not to exceed 64 sf combined.
All Commercial and Employment Zones	
Total Area of All Temporary Signs at Any One Time	Max. 40 sf
Number of Signs	Unlimited except that the total sign area of all temporary signs (excludes the area of temporary window signs and wall banner signs) must not exceed 40 sf per business. Exception: Multi-tenant centers or offices – Max. 2 temporary wall banner signs per 150 linear feet of property frontage not to exceed 64 sf combined.

Notes:

1. The Zoning Administrator may grant, by Zoning Administrator Permit, an increase in the maximum total sign area for all temporary signs in these zones for public parks and recreation facilities, governmental facilities, public cultural facilities, and non-profit hospitals.
2. **Standards for Specific Temporary Signs.** Temporary signs must comply with the standards provided in Table 17.72.060.C-2, Standards for Specific Temporary Sign Types.

Table 17.72.060.C-2: Standards for Specific Temporary Signs

Temporary Sign Type ¹	Standards			Other Requirements
	Height (Max.)	Width (Max.)	Area (Max.)	
"sf" = square feet; "lf" = linear feet				
A-Frame Sign	4 ft	3 ft	6 sf	Only allowed in the Downtown zones. Max. 1 A-frame sign per business. Must be located within 15 feet of the building in which the business is located. May be located on a sidewalk provided a minimum width of at least four feet allows for unimpeded pedestrian movement. Prohibited in Residential zones. Only permitted during regular business hours. Must be professionally crafted and not constructed of molded vinyl or plastic.
				
Wall Banner	25 ft to top of banner	—	32 sf	Prohibited in Residential zones. Must be mounted on a building wall or on T-posts or stakes installed ≤ 6" from a wall on which the wall banner would be hung.
Window Sign	—	—	See End Note 2	Must be placed no higher than first story windows. Inside mounting required. Not included in the total sign area for all temporary signs.
Yard Sign Type	—	4 ft	3 sf	All yard signs must be installed securely in the ground.
Yard Sign Type 2	—	6 ft	4 sf	
Yard Sign Type 3	—	6 ft	32 sf	

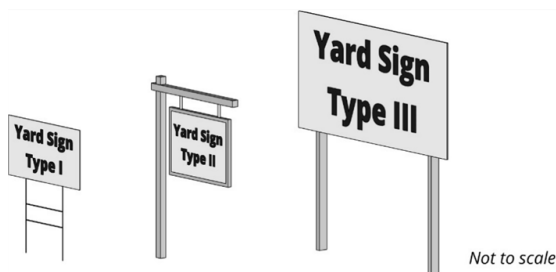


Table 17.72.060.C-2: Standards for Specific Temporary Signs

Temporary Sign Type ¹	Standards			Other Requirements
	Height (Max.)	Width (Max.)	Area (Max.)	

End Notes:

1. Other temporary sign types may be allowed (e.g., fuel pump topper signs, wraps around waste receptacles, or balloon bobbers) provided the max. area limitation for all temporary signs is not exceeded.
2. The area of temporary and permanent window signs combined (including signs constructed of perforated vinyl or painted on the window) is established in Table 17.72.050.N (Window Signs).
3. All temporary signs associated with a model sales office for new subdivision or multi-family residential developments for sale or rent require approval of a Zoning Administrator Permit approval (See Section 17.100.090).

17.72.070 Standards for Nonconforming Signs

Section 17.80.090, Nonconforming Signs, provides the standards and regulations for nonconforming signs.

17.72.080 Enforcement

- A. **Inspection.** Construction of all signs, and their attachment, is governed by the regulations of the Uniform Building Code, the Uniform Sign Code, and this Chapter, as adopted by the City of Woodland and shall be inspected and approved by the Building Inspector.
- B. **Sign Removal.**
 1. **Unlawful Signs.** The Zoning Administrator may order the removal of any sign erected, altered, or maintained in violation of this Chapter, the Uniform Building Code, or the Uniform Sign Code, in which case 30-day written notice shall be provided to the owner of the building, structure, or lot on which the sign is located requiring the removal of the sign or to bring it into compliance.
 2. **Dangerous or Defective Signs.** The Zoning Administrator may order the immediate removal of a sign without notification if, in his or her opinion, the condition of the sign presents an immediate threat to the safety of the public.
 3. **Abandoned Signs.** Any sign which no longer advertises the original business conducted, product sold, or activity conducted shall be deemed to have been abandoned. The Zoning Administrator shall give 30 days' written notice to the owner of the building, structure, or lot on which the sign is located to remove the sign.
- C. The provisions in this Chapter shall be enforced by the City of Woodland Police Department when applicable.
- D. Any Conditional Use Permit or Variance granted for a sign or signs shall become void if the sign is altered or relocated in any way which makes the sign in violation of the requirements of this Chapter.

- E. **Penalties.** Failure to comply with the provisions of this Chapter shall subject the owner to the penalties provided for in Chapter 17.128, Enforcement of this Title.
- F. **Appeals.** Any person aggrieved by any decision or order of the Zoning Administrator may appeal to the Planning Commission unless such denial is based on violations of the Uniform Building Code, the Uniform Sign Code, or the National Electrical Code. Denial for these reasons must be appealed to the Board of Building Appeals. Appeals shall be in writing and must be filed in the with the Zoning Administrator 10 days of the date of the decision or order which is being appealed.

17.72.090 Severability

If any section, sentence, clause, phrase, word, portion or provision of the Chapter is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this Chapter which can be given effect without the invalid provision. The invalidation of the application of any section, sentence, clause, phrase, word, portion, or provision of this Chapter to a particular property or structure, or any particular properties or structures, by any court of competent jurisdiction shall not affect the application of such section, sentence, clause, phrase, word, portion or provision to any other property or structure not specifically included in said invalidation.

Chapter 17.76 Performance Standards

17.76.010 Purpose and Applicability

- A. The purposes of this Chapter are to:
1. Ensure that uses and activities are conducted in a manner that protects the public health and safety and do not produce adverse impacts on surrounding properties or the community at large.
 2. Establish permissible limits and permit objective measurement of nuisances, hazards, and objectionable conditions;
 3. Protect industry from arbitrary exclusion from areas of the City.
- B. The standards of this Chapter shall apply to all uses and properties existing in the City at the time of adoption of this Title. The standards established by this Chapter are minimum requirements and shall not be construed to prevent the City Council, the Planning Commission, or the Director from imposing, as part of a project approval, specific conditions which may be more restrictive, in order to meet the intent of these regulations.

17.76.020 Measurement of Impacts

Measurements necessary for determining compliance with the performance standards of this Chapter shall be taken at the property line of the establishment or use that is the source of a potentially objectionable condition, hazard, or nuisance.

17.76.030 General Standards

Land or buildings shall be used or occupied in a manner that does not create any dangerous, injurious, or noxious fire, explosive, or other hazard that would adversely affect the surrounding area.

17.76.040 Electromagnetic Interference

No use, activity, or process shall cause electromagnetic interference with normal radio and television reception in any Residential District, or with the function of other electronic equipment beyond the lot line of the site in which it is situated. All uses, activities, and processes shall comply with applicable Federal Communications Commission's regulations.

17.76.050 Fire and Explosive Hazards

All activities, processes, or uses involving the storage, use of, transportation, or production of products which, in the raw or finished state, constitute a flammable or explosive material (for example, flour milling or nut shell processing), or volatile extraction, shall be subject to approval by the Fire Department. All incineration is prohibited with the exception of those substances such as, but not limited to, chemicals, insecticides, hospital materials and waste products required by law to be

disposed of by burning, and in those instances where the Fire Department deems it a practical necessity.

17.76.060 Hazardous and Extremely Hazardous Materials

The use, handling, storage, and transportation of hazardous and extremely hazardous materials shall comply with the provisions of the California Hazardous Materials Regulations and the California Fire and Building Codes, as well as the laws and regulations of the California Department of Toxic Substances Control and the County Environmental Health Agency. Activities, processes, and uses shall not generate or emit any fissionable or radioactive materials into the atmosphere, sewage system, or onto the ground.

17.76.070 Heat and Humidity

Uses, activities, and processes shall not produce any emissions of heat or humidity that cause distress, physical discomfort, or injury to a reasonable person, or interfere with the ability to perform work tasks or conduct other customary activities. In no case shall heat emitted by a use cause a temperature increase of more than five degrees Fahrenheit on another property.

17.76.080 Light and Glare

- A. **Glare.** All lighting, reflective surfaces, mechanical or chemical processes, or any other sources of illumination shall be designed and located in a manner that produces no glare visible on public streets or on any other parcel. Glare or heat reflected from building materials shall be mitigated so as to not disrupt surrounding properties.
- B. **Lighting.** Lights shall be of the minimum illumination necessary for a given application and shall be placed to deflect light away from adjacent properties and public streets, and to prevent adverse interference with the normal operation or enjoyment of surrounding properties. Lights shall be directed downward and shielded at lot lines so as to confine all direct rays to the premises on which it is located. Exterior lighting shall be fully shielded.
 - 1. Except for public street lights or stadium lights, no light or combination of lights or activity shall cast light onto a residentially zoned property, or any property containing residential uses, exceeding one-half foot candle.

17.76.090 Liquid or Solid Waste

The use, handling, storage, and transportation of waste materials, including hazardous wastes, shall comply with the provisions of the California Hazardous Materials Regulations, the State Water Resources Control Board, and any other applicable laws.

- A. **Discharges to Water or Sewers.** Discharge at any point into a public or private sewage disposal system, stream, or the ground, of any material that could contaminate any water supply, or otherwise cause the emission of dangerous or offensive elements is prohibited. No exceptions are allowed unless in accordance with regulations, licenses or approvals of the

various local and state agencies having jurisdiction over such activities. Liquids or solids of any kind shall not be discharged, either directly or indirectly, into a public or private body of water, sewage system, watercourse, or into the ground. No exceptions are allowed unless in accordance with applicable regulations of the various local and state agencies having jurisdiction over such activities.

- B. **Solid Wastes.** Solid wastes shall be handled and stored so as to prevent nuisances, health, safety, and fire hazards; and to facilitate recycling.
- C. **Containment.** Waste shall be handled and stored to prevent nuisances, health, safety, and fire hazards, and to facilitate recycling. Material, including, but not limited to, paper products, plastic, dirt, sand, lime, seed, bran, chaff, wood refuse, and other readily transportable compounds, shall be contained in a way it cannot be tracked or carried by wind off-site or dissolved into a water system. Closed containers shall be provided and used for storage of any materials which by their nature are combustible, volatile, dust, or odor producing or edible or attractive to rodents, vermin, or insects.
- D. **Incineration.** There shall be no refuse incineration on the premises.

17.76.100 Odors, Particulate Matter, and Air Contaminants

- A. **Odors.** No continuous, frequent, or repetitive odors are permitted that are perceptible on or beyond adjacent lot lines or in the public right-of-way. An odor detected no more than a total of 15 minutes in any one day shall not be deemed to be continuous, frequent or repetitive as used in this subsection.
- B. **Dust or Particulates.** Uses, activities, and processes shall not operate in a manner that emits excessive dust, fumes, smoke, or particulate matter. No dust or particulate matter shall be emitted that is detectable at zoning district boundary lines or property lines by a reasonable person without instruments. Exhaust air ducts shall be located or directed away from abutting properties zoned R-1, N-P, R-LM, RM, or RH.
- C. **Sources of Air Emissions.** Sources of air emissions shall comply with regulations established by the Environmental Protection Agency (Code of Federal Regulations, Title 40), the California Air Resources Board, and the Yolo-Solano Air Quality Management Control District (YSAQMD). The City shall consult with YSAQMD to determine which uses shall be equipped with emission-control devices or measures to preclude fugitive dust and particulate emissions from the site. Such devices or measures shall be approved by YSAQMD prior to issuance of a Building Permit or other approval authorizing construction activities. All devices shall be maintained by the owner.

17.76.110 Noise

Applicants for proposed projects may be required to provide evidence that all applicable requirements relating to noise may be satisfied by the project prior to approval. Provisions contained in Chapter 8 of the 2035 General Plan shall apply in addition to other applicable Sections of the Municipal Code that relate to noise and nuisance considerations. Standards deemed “normally

acceptable” are established in in Table 8-5 (Land Use Noise Compatibility Standards) of the General Plan.

A. **Standards.**

1. **Sources.** Table 8.6 (Noise Level Performance Standards for New Projects and Existing Non -Transportation Sources) of the General Plan provides noise level performance standards that apply to the noise sources themselves for new projects and existing non-transportation sources.
2. **Exposure.** Table 8-7 (Maximum Allowable Noise Exposure from Transportation Sources) of the General Plan provides the maximum allowable noise exposure from transportation related (i.e. non-aircraft) noise sources.

B. **Acoustic Study.** An acoustic study shall be required for any proposed project which could create or be subject to noise exposure that exceed the levels established in General Plan Tables 8.-6 (Noise Level Performance Standards for New Projects and Existing Non -Transportation Sources) and Table 8.7 (Maximum Allowable Noise Exposure from Transportation Sources).

C. **Noise Attenuation Measures.** Any project subject to the acoustic study requirements of Subsection 17.76.110.B, Acoustic Study, may be required to incorporate noise attenuation measures deemed necessary to ensure compliance with established noise standards.

1. New noise sensitive uses (e.g. schools, hospitals, churches, and residences) shall incorporate noise attenuation measures to achieve and maintain an interior noise level within those established in Table 8-7 (Maximum Allowable Noise Exposure from Transportation Sources).
2. Noise attenuation measures identified in an acoustic study shall be incorporated into the project to reduce noise impacts to satisfactory levels.
3. Emphasis shall be placed upon site planning and project design measures. The use of noise barriers may be required only after all feasible design-related noise measures have been incorporated into the project.

17.76.120 Vibration

No vibration shall be produced that is transmitted through the ground and is discernible without the aid of instruments by a reasonable person at the lot lines of the site. Machinery used for manufacturing and industrial processes, including oil and gas collection, processing, and distribution must be designed and housed to ensure that vibration will be reduced to a minimum amount discernible without the aid of instruments by a reasonable person at the lot lines of the site.

A. **Development Near Railroads.** A vibration study shall be required for any proposed development within 200 feet of a railroad track. Measures may be required to ensure that vibration impacts remain below acceptable levels.

- B. **Exemptions.** Vibrations from temporary construction, demolition, and vehicles that enter and leave the subject parcel (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

Chapter 17.80 Nonconforming Provisions

17.80.010 Purpose

- A. This Section provides regulations for nonconforming land uses, structures, signs, and lots that were lawfully established before the adoption or amendment of this Code, but which would be prohibited, regulated, or restricted differently under the current terms of this Code, or future amendments.
- B. This Chapter is intended to permit continued utility and economic viability of uses and continued occupancy and maintenance of structures that were legally established but do not comply with all of the standards and requirements of this Code in a manner that promotes the public health, safety, and general welfare and does not conflict with the goals and objectives of the General Plan.
- C. More specifically, the purpose of these regulations is to distinguish between nonconforming uses that are detrimental to public health, safety, and general welfare and those uses that are economically productive and compatible with surrounding development despite being inconsistent with applicable regulations and requirements.

17.80.020 Applicability

The provisions of this Chapter apply to structures and uses that have become nonconforming by adoption of this Code as well as structures and uses that become nonconforming due to subsequent amendment to its text or to the Zoning Map. Nonconforming structures and uses include:

- A. Those made nonconforming by the addition of a standard or requirement previously not required for such use or structure; and
- B. Uses and structures reclassified from permitted to being subject to a discretionary permit, or no longer permitted.

17.80.030 Determination of Nonconforming Uses, Structures, and Lots

Any lawfully established use, structure, or lot that is in existence on the effective date of this Ordinance or any subsequent amendment but does not comply with all of the standards and requirements of this Code shall be considered nonconforming. Nonconforming uses and structures may only be continued subject to the requirements of this Chapter.

- A. **Legal Nonconforming Status.** A use, structure, or site feature shall be designated as having legal nonconforming status if it was lawfully established under the regulations of the jurisdiction in which it was located at the time of its establishment and has continuously remained in compliance with terms and conditions imposed, based on evidence provided by

the property owner, tenant, or applicant. Legal nonconforming status shall also be assigned if nonconformities were created by a public improvement, such as a street widening project.

- B. **Illegal Nonconforming Status.** A use, structure, site feature, or lot shall be designated as having Illegal nonconforming status if it was not lawfully established under the regulations of the jurisdiction in which it was located at the time of its establishment or has not continuously remained in compliance with all terms and conditions imposed upon the use, structure, or site feature upon its establishment, or imposed upon it any time thereafter.
- C. **Nonconformities.** A nonconformity may result from any inconsistency with the requirements of this Code including, but not limited to, location, density, floor area, height, yard, usable open space, buffering, performance standards, or the lack of an approved use permit or other required authorization. A use or structure shall not be deemed nonconforming solely because it does not conform with the parking dimension standards, overnight vehicle parking limitations, loading, planting area, or screening regulations of the district in which it is located or does not conform to standards for types of building features such as cornices, eaves, and other ornamental features that exceed maximum projections into required yards; or bay windows, balconies, and terraces above the second floor that exceed maximum projections into required yards, or other similar minor features as determined by the Director.
- D. **Nonconforming Uses and Structures—Right to Continue.** Any use or structure that was lawfully established prior to the effective date of this Code or of any subsequent amendments to its text or to the Official Zoning Map may only be continued and maintained provided there is no alteration, enlargement, or addition to any building or structure; no increase in occupant load; nor any enlargement of the area, space, or volume occupied by or devoted to such use, except as otherwise provided in this Chapter. The right to continue a nonconforming use or structure shall attach to the land and shall not be affected by a change in ownership. No substitution, expansion, or other change in use and no alteration or other change in structures is permitted, except as otherwise provided in this Chapter.
- E. **Nonconforming Lots.** Any lot that is smaller than the minimum lot size required by this Code or does not meet any of the applicable dimensional requirements shall be considered a lawful nonconforming lot if it is described in the official records on file in the office of the Yolo County Recorder as a lot of record under one ownership. A nonconforming lot may be used as a building site subject to compliance with all applicable requirements, unless a variance or other modification or exception is approved as provided for in this Code.

17.80.040 Nonconforming Uses

- A. **Continuance.** An existing use that lawfully existed on the Effective Date and that remains nonconforming and any nonconformity that is created as a result of the adoption or amendment of this Code may be continued or maintained as a nonconformity only in accordance with the terms of this Section.
- B. **Extension of Use.** A nonconforming use may not be extended to other parts of a building or site, unless authorized in the I, IF and RC F zones by the Zoning Administrator.
- C. **Changes and Substitutions of Nonconforming Uses.**

1. No lawful nonconforming use shall be changed to a different use type or subclassification unless the new use is permitted by right, or subject to Director approval, and the use is not expanded or intensified. The Director may elevate the application to the Planning Commission if the Director finds that the change will have a substantial effect that warrants public review.
2. This requirement shall not apply to a change of ownership, tenancy, or management where the new use is of the same use type and use classification, if applicable, as the previous use, as defined in Chapter 17.144, Definitions of Uses, and the use is not expanded or intensified.
3. For purposes of this Section, intensification includes the following:
 - a. Expanded or longer hours of operation;
 - b. An increase in the number of employees on a site;
 - c. An increase in the number of required parking spaces;
 - d. An increase in the number of vehicles or trips to the proposed use as determined by the City's Traffic Engineer or by a Traffic Impact Analysis prepared by a licensed traffic engineer;
 - e. An increase in noise, odors, dust, glare, vibrations, or other operational or performance standards, that will be injurious to property and improvements of adjacent properties or the surrounding area, or will be detrimental to the health, safety, peace, comfort, or general welfare of persons residing or working in the surrounding area.
 - f. Any other metric that is determined to result in an increase in the intensity of use of the building, structure, or site.
4. The Director may refer the evaluation of a change of use to for review by the Zoning Administrator following the procedures for a Zoning Administrator Permit provided in Section 17.100.090.E, Zoning Administrator Permit.
5. When a legal nonconforming use has been changed to a conforming use, the nonconforming use shall not be reestablished, except that within multi-family residential, mixed use, or commercial districts, buildings or structures which are determined to have been lawfully constructed as a single-family dwelling may be returned to the single-family use at any time. The Director shall base the determination on evidence including Building Permits, county assessor data, building design and appearance, or other records that demonstrate the building was originally constructed as a single-family residence.
6. At the time there is a change in tenancy or ownership for a lawful nonconforming use, pursuant to Section 17.80.040.C.6 above, the change may be allowed, however, limited nonconforming property improvements shall be required, if needed, as follows:
 - a. Screening of outdoor storage areas consistent with Chapter 17.70, Screening Standards. New fencing must observe required setbacks from the street, fencing is out of compliance shall be brought into compliance; and

- b. Installation of landscaping equal to five percent of the parcel area, and/or replacement of dead or dying landscaping. This landscaping shall be installed along street and building frontages, wherever possible.
- c. Repair and painting of the portion of existing structures in public view that are in disrepair, inclusive of signs.
- d. Installation of street canopy landscaping as described in Section 17.64.040, Landscaping.

17.80.050 Continuation and Maintenance of Nonconforming Structures

- A. **Continuance.** An existing building or structure (including walls and fences) that lawfully existed on the Effective Date and that remains nonconforming and any nonconformity that is created as a result of the adoption or amendment of this Code, may be continued or maintained as a nonconformity in accordance with the terms of this Section.
- B. **Maintenance and Repair.** Maintenance, repairs and structural interior alterations to a nonconforming structure are permitted if the changes and improvements do not enlarge or extend the structure except as provided in Section 17.80.060, Alterations and Enlargements to Nonconforming Structures.
- C. **Expansion of Area Occupied by Nonconforming Use.** The physical improvement of a nonconforming building or structure containing a nonconforming use shall not increase the area occupied by a nonconforming use.

17.80.060 Alterations and Enlargements to Nonconforming Structures

- A. Nonconforming structures may be enlarged, extended, structurally altered, or repaired in compliance with all applicable laws subject to the following provisions:
 - 1. Additions to and/or enlargements of nonconforming structures are allowed, subject to the appropriate Design Review if the addition or enlargement complies with all applicable laws and if the existing use of the property is conforming except as provided for in this Chapter (See Section 17.80.040, Nonconforming Uses) and subject to the following requirements in Section 17.80.060.B, Improvements to Existing Nonconforming Property Conditions, below.
- B. **Improvements to Existing Nonconforming Property Conditions.**
 - 1. Existing nonconforming property conditions occur when the existing development does not comply with standards and regulations of this Code, including fencing, screening, landscaping, lighting, surfacing, signage, and other similar site improvements as may be determined by the Director.
 - 2. In conjunction with the expansion, enlargement, or alteration of existing buildings and structures, or the construction of new buildings on a partially developed site, nonconforming property improvements shall be brought into compliance based on the following requirements or equivalent as determined by Director:

- a. 10 percent or greater increase in gross floor area:
 - i. Screening of outdoor storage areas consistent with Chapter 17.70, Screening Standards. New fencing must observe required setbacks from the street; and
 - ii. Installation of landscaping equal to five percent of the parcel area, and/or replacement of dead or dying landscaping. This landscaping shall be installed along street and building frontages wherever possible.
 - iii. Repair and painting of the portion of existing structures in public view that are in disrepair.
- b. 20 percent or greater increase in gross floor area:
 - i. Installation of street canopy landscaping as described in the Section 17.64.040, Landscaping; and
 - ii. Inclusion of requirements contained in Section a above.
- c. 30 percent or greater increase in gross floor area:
 - i. Paving of existing required auto parking lot areas and installation of full parking lot canopy landscaping as described in Section 17.64.040, Landscaping;
 - ii. Provision of recycling areas in accordance with Section 17.64.080, Refuse and Recycling Enclosures.
 - iii. Removal of existing nonconforming signs, or replacement of signs that are in disrepair.
 - iv. Inclusive of requirements contained in Sections a and b above.
- d. 50 percent or greater increase in gross floor area:
 - i. Full compliance with all site improvement standards is required.
- e. All building additions completed within a five-year period beginning after the Effective Date shall be considered cumulatively for the purposes of determining the need for compliance with this Section.

17.80.070 Repair and Replacement of Damaged or Destroyed Nonconforming Buildings

- A. A lawful nonconforming building or structure that is damaged or partially destroyed by fire, explosion, earthquake, or other unintentional act may be restored or rebuilt subject to the following provisions.
- B. If the cost of repair or reconstruction does not exceed 50 percent of the appraised value of the building or structure replacement of the damaged portions of the building is allowed by right provided that the replaced portions are the same size, extent, and configuration as previously existed. The structure may be restored and the occupancy or use of such building

or structure may be continued or resumed, provided such restoration is started within a period of one year and is diligently prosecuted to completion. The determination of the appraised value shall be the higher of:

1. The records of the Assessor of Yolo County for the fiscal year during which the application is received; or
 2. An appraisal performed by a certified appraiser
- C. If the cost of repair or reconstruction exceeds 50 percent of the appraised value of the building or structure replacement determined pursuant to subsection A above, the land and building shall be subject to all of the requirements of this Code. Over 50 Percent. In the event such damage or destruction exceeds 50 percent of the market value of the building or structure, no repairs or reconstruction shall be made unless every portion of such building or structure is made to conform to all regulations for new buildings in the zone in which it is located, except that if a residential use is fully destroyed but the foundation of the structure remains intact as determined by the Building Official, the residential building may be rebuilt on the existing nonconforming building foundations.

17.80.080 Abandonment or Discontinuance of Nonconforming Uses

- A. If the nonconforming use of a building or structure, or a portion of a building or structure ceases to operate, whether with the intent to abandon the use or not, for a continuous period of six months, it shall be considered abandoned and shall thereafter be used only in accordance with the regulations for the district in which it is located, except as provided in this Section. It is the responsibility of the applicant to provide evidence demonstrating to the satisfaction of the Zoning Administrator following the procedures for a Zoning Administrator Permit provided in Section 17.100.090, Zoning Administrator Permit, that the use was legally established and has not been abandoned.

No nonconforming use may be resumed, reestablished, reopened, or replaced by any other nonconforming use after it has been ceased for a period of six months subject to the following exceptions: No lawful residential use can lapse regardless of the length of time of non-use.

- B. The time period established in Subsection A shall commence when the use ceases to operate, whether with the intent to abandon the use or not, and any one of the following occurs:
1. The site, building, or structure is vacated (Remaining materials or equipment left behind, after a use or structure is abandoned, vacated, or no longer in operation does not constitute continued occupancy);
 2. The business license expires or is revoked;
 3. Utilities are terminated; or
 4. The applicable lease is terminated.
- C. The Director may approve an additional six-month time period during which the use will not be considered abandoned; provided that the Director finds that economic conditions warrant the additional time. If the additional time period is approved, the total period during which

the use will not be considered abandoned shall not exceed one year from the date the use was determined to have ceased to operate.

17.80.090 Nonconforming Signs

- A. **Continuance and Maintenance.** Any sign legally existing prior to the Effective Date but which does not comply with the provisions of this Chapter shall be deemed a nonconforming sign and may be continued or maintained as a nonconforming sign provided there is no expansion of any nonconformity on the sign.
- B. **Expansion, Enlargement, and Modification.** No nonconforming sign shall be moved, altered, re-erected, relocated or replaced unless it is brought into compliance with the requirements of this Code. This will not prevent the repair or restoration of a nonconforming sign or sign structure to a safe condition or normal maintenance operations performed on a sign or sign structure.
- C. **Loss of Nonconforming Status.** Whenever a nonconforming sign has been abandoned, or the use of the property has been discontinued for a continuous period of 90 days, the nonconforming sign must be removed. The sign shall be removed within 30 days of notification of the property owner, owner or manager of the property on which the nonconforming sign is located.

Chapter 17.84 Standards for Specific Uses and Activities

17.84.010 Purpose and Applicability

- A. **Purpose.** The purpose of this Chapter is to establish standards for specific uses and activities that are permitted or conditionally permitted in some or all zones. These provisions are supplemental standards and requirements to minimize the impacts of these uses and activities on surrounding properties and to protect the health, safety, and welfare of their occupants and of the public.
- B. **Applicability.** Each land use and activity covered by this Chapter shall comply with the requirements of the Section applicable to the specific use or activity, in addition to any applicable standard this Code requires in the zoning district where the use or activity is proposed and all other applicable provisions of this Code.
1. Uses that are subject to the standards in this Chapter are allowed only when authorized by the base district regulations, except where this Chapter establishes a different planning permit requirement for a specific use.
 2. When there is a conflict between the provisions of this Chapter and a Use Permit which was granted prior to the effective date of this Code, the Conditional Use Permit shall prevail.

17.84.020 Accessory Uses

Accessory uses shall be those customarily appurtenant to a permitted use and shall be clearly incidental to and in support of the permitted use. Accessory uses are typically not greater than 20 percent of the floor area of the primary structure or use (See "Accessory Use" in Section 17.136, Definition of Terms). Unless otherwise noted in Tables 17.28.020 through 17.44.020 or in other sections of this chapter, accessory uses are permitted if the principal use is permitted and require a permit if the principal use requires a permit.

17.84.030 Accessory Dwelling Units

- A. **Purpose.** The purpose of this Section is to provide reasonable regulations for the development of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in certain areas and on lots developed or proposed to be developed with single-family residential dwellings, duplexes and multiple-family units. Such accessory dwelling units contribute needed housing to the community's housing stock and promote housing opportunities for the persons wishing to reside in the City. In addition, the regulations in this Section are intended to promote the goals and policies of the City's General Plan and comply with requirements codified in the State Planning and Zoning Law related to accessory dwelling units in residential areas, including California Government Code Sections 65852.2 and 65852.22.
- B. **Effect of Conforming Accessory Dwelling Unit.** An accessory dwelling unit that conforms to this Section shall:

1. Be deemed an accessory use and shall not be considered to exceed the allowable density for the lot upon which it is located;
2. Be deemed a residential use that is consistent with the General Plan and the zoning designations for the lot on which the ADU or JADU is located;
3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth;
4. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service; and
5. Not be required to correct a nonconforming zoning condition, as defined in subsection C.6 below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.

C. Definitions.

1. "Accessory dwelling unit (ADU)" means a residential dwelling unit that is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages and that provides independent living facilities for one or more persons. An accessory dwelling unit also includes:
 - a. An efficiency unit, as defined in California Health and Safety Code Section 17958.1; and
 - b. A manufactured home, as defined in Section 18007 of the California Health and Safety Code.
2. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
3. "Efficiency kitchen" means a kitchen that includes each of the following:
 - a. A cooking facility with appliances.
 - i. A food preparation counter or counters that are of reasonable size in relation to the size of the junior accessory dwelling unit.
 - ii. Food storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
4. "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:
 - a. Is no more than 500 square feet in size;
 - b. Is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure;

- c. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure;
 - d. If the unit does not include its own separate bathroom, then it shall contain an interior entrance to the main living area of the existing or proposed single-family structure to allow bathroom access from the main house, in addition to an exterior entrance that is separate from the main entrance to the primary dwelling;
 - e. Includes an efficiency kitchen, as defined in subsection C.3 above.
- 5. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- 6. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- 7. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- 8. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- 9. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- 10. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
- D. **Locations Permitted.** Accessory dwelling units and junior accessory dwelling units are permitted in all zoning districts that allow for any single-family or multifamily residential use, including the corridor mixed use districts if they allow for any residential use.
- E. **Approvals.** Before constructing an ADU or converting an existing structure or portion of an existing structure or residence to an ADU or JADU, the applicant shall obtain permits in accordance with the requirements of this Section.
 - 1. All ADUs and JADUs shall satisfy the requirements of the California Building Standards Code, as amended by the City, and any other applicable laws.
 - 2. **Building Permit Only Approval.** An applicant shall not be required to submit an application for an ADU Permit under subsection E.3 of this Section, and may instead seek Building Permit only approval for an ADU or JADU, or both, where the proposal satisfies the requirements of Government Code Section 65852.2, as the same may be amended from time to time, the California Building Standards Code, as amended by the City, and any other applicable laws. The following are categories of ADUs and JADUs that shall be approved under this subsection E.2:
 - a. **Converted Space or Structure on Single-Family Lot.** Only one ADU as described in this subsection E.2.a and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

- i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ii. Has exterior access that is independent of that for the single-family dwelling; and
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
 - iv. The JADU complies with the requirements of Government Code Section 65852.22.
- b. Limited Detached on Single-Family Lot. One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection E.2.a above, if the detached ADU satisfies the following limitations):
 - i. The side- and rear-yard setbacks are at least four feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade does not exceed the applicable height limit provided in subsection F.2 below.
- c. Converted on Multifamily Lot. One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages:
 - i. If each converted, ADU complies with state building standards for dwellings.
 - ii. At least one converted ADU is allowed within an existing multifamily dwelling structure, but the number of ADUs created under this subsection E.2.c may not exceed 25 percent of the existing multifamily dwelling units.
- d. Limited Detached on Multifamily Lot. No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade does not exceed the applicable height limit provided in subsection F.2 below.

3. ***ADU Permit Review.***

- a. The Director or designee shall administratively (ministerially) review and approve an ADU permit application filed pursuant to subsection E.5 and shall not require a public hearing, provided that the submitted application is complete and that the ADU complies with the requirements contained in that Section and any other applicable law.
- b. Except as allowed under subsection E.2 (Building Permit Only Approval), above, no ADU may be created without a Building Permit and an ADU permit in compliance with the standards set forth in subsections F and G below.
- c. Discretionary review for an ADU permit application is required as a result of non-compliance with standards set forth in subsections F and G below, shall be subject to the review requirements in subsection E.7 below (Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures).

4. ***ADU Permit Application Process and Timing.***

- a. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not acted upon the completed application within 60 days, the application shall be deemed approved unless the following:
 - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or
 - ii. If the permit application to create an ADU or JADU is submitted with an application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- b. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all defective or deficient items and a description of how the application may be remedied by the applicant. Notice of denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection E.4.a.
- c. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

5. ***Application Requirements.***

- a. Applications for an accessory dwelling unit permit shall be made in writing by the property owner or his or her authorized agent, on forms provided by the

Community Development Department, and accompanied by such data and information as may be necessary to fully describe the request including:

- i. Name and address of the applicant.
 - ii. Owner—Builder Acknowledgment and Information Verification Form.
 - iii. Assessor's parcel number(s) of the property.
 - iv. Plot Plan (drawn to scale) in sufficient detail to clearly describe:
 - a. Physical dimensions of the property.
 - b. Location and dimensions of all existing and proposed structures, walls, and fences.
 - c. Location and dimensions of all existing and proposed easements, drainage structures, and utilities.
 - d. Location, dimensions, and names of all adjacent roads, whether public or private.
 - e. Setbacks.
 - f. Existing and proposed methods of circulation, including ingress and egress, driveways, parking areas, and parking structures.
 - g. A narrative description of architectural treatments proposed for the ADU.
 - v. Floor Plans. Complete floor plans of both existing and proposed conditions shall be provided. Each room shall be dimensioned and resulting floor area calculation included. The use of each room shall be labeled. The size and location of all doors, closets, walls, and cooking facilities shall be clearly depicted. For an attached ADU, the plans must include the primary dwelling as well.
 - vi. Elevations of all sides of the exterior structure and show all exterior structures, all architectural projections, and all openings for both the primary residence and the proposed ADU including building dimensions, and material call outs.
 - vii. A color and materials sample board as requested by the Director.
 - viii. Color photographs of the exterior of the primary residence as requested by the Director.
 - ix. Construction Management Plan. Construction hours and staging to minimize impacts on surrounding residential properties, as requested by the Director.
- b. The filing and review fee shall be as prescribed by City Council resolution or ordinance. The City may charge a fee to reimburse it for costs incurred in

processing ADU permits, including the costs of adopting or amending the City's ADU ordinance.

6. ***ADUs and Discretionary Approval.***

- a. Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections F and G, below, may be allowed by the City with a Zoning Administrator Permit in accordance with Chapters 17.100.090, Zoning Administrator Permit and Section 17.92.020.D, Zoning Administrator of this Title. If required, a noticed public hearing shall be held in accordance with Sections 17.96.080, Public Notice and Section 17.96.090, Conduct of Public Hearings.
 - i. Applies to ADUs over 1,000 square feet and/or three bedrooms.
 - ii. The maximum size of an ADU subject to this subsection E.6 is 1,200 square feet, or three bedrooms.
- b. *Findings.* Before approval of the Zoning Administrator permit granting the exception, the Zoning Administrator shall find that:
 - i. The exterior design of the accessory dwelling unit is in harmony with, and maintains the scale of, the neighborhood;
 - ii. If an exception to parking requirements is requested, the exception will not result in excessive parking congestion;
 - iii. The site plan provides adequate open space usable and useful for both the accessory dwelling unit and the primary residence;
 - iv. Where applicable, open space and landscaping provides for privacy and screening of adjacent properties;
 - v. The location and design of the accessory unit maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, noise, light air, solar access or parking of adjacent properties; and
 - vi. Windows that impact the privacy of the neighboring side or rear yard have been minimized. Major windows, access stairs, entry doors and decks are generally limited to the walls facing the primary residence or the alley, if applicable.

7. ***Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.***

- a. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, Building Code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- b. *Unpermitted ADUs constructed before 2018.*

- i. Permit to Legalize. As required by State law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:
 - a) The ADU violates applicable building standards, or
 - b) The ADU does not comply with the State ADU law (Government Code Section 65852.2) or this ADU ordinance (Section 17.84.030).
- ii. *Exceptions.*
 - a) Notwithstanding subsection E.7.b.i above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
 - b) Subsection E.7.b.i above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code Section 17920.3.

F. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsection E.2 or E.3:

1. ***Zoning.***

- a. An ADU or JADU subject only to a Building Permit under subsection E.2 may be created on a lot in a Residential or Mixed-Use zone.
- b. An ADU or JADU subject to an ADU permit under subsection E.3 may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

2. ***Height.***

- a. Except as otherwise provided by subsection F.2.b below, a detached ADU created on a lot with an existing or proposed single-family or multifamily dwelling unit may not exceed 16 feet in height.
- b. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- c. An ADU that is attached to the primary dwelling may occupy any level of the primary dwelling unit if it is designed as an integral part of the primary dwelling and a separate ingress and egress is provided. A height of 25 feet or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower shall apply to an ADU attached to a primary dwelling. Notwithstanding the foregoing, ADUs subject to this subsection F.2.c may not exceed two stories.
- d. An ADU above a detached structure located contiguous to an alley may be up to 25 feet in height.

- e. For purposes of this subsection F.2, height is measured above existing legal grade to the peak of the structure.
- 3. **Fire Sprinklers.**
 - a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
 - b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- 4. **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
- 5. **No Separate Conveyance.** An ADU or JADU may be rented, except as otherwise provided in Government Code Section 65852.26, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
- 6. **Owner Occupancy.**
 - a. An ADU that is created after January 1, 2020 but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - b. Unless applicable law requires otherwise, all ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - c. As required by State law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
- 7. **Building and Construction.**
 - a. All ADUs and JADUs must comply with all local Building Code requirements.
 - b. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
 - c. **No Change of Occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local Building Code, as described in Section 310 of the California Building Code, unless the Building Official or Code Enforcement Division makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and

was subsequently converted for residential use in accordance with this Section.

8. **Deed Restriction.** Prior to issuance of a Building Permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - a. Except as otherwise provided in Government Code Section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
 - b. The ADU or JADU is restricted to the approved size and to other attributes and applicable ADU and JADU requirements and standards.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
 - e. The deed restriction is enforceable by the Director or designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.
9. **Income Reporting.** In order to facilitate the City's obligation to identify adequate sites for housing in accordance with Government Code Sections 65583.1 and 65852.2, the following requirements must be satisfied:
 - a. With the Building Permit application, the applicant must provide the City with an estimate of the projected annualized rent that will be charged for the ADU or JADU.
 - b. By January 30 of each year after initial Building Permit issuance, the owner shall report the actual rent charged for the ADU or JADU during the prior year. If the City does not receive the report within the 90-day period, the City shall send a request for information to the owner.

G. **Specific ADU and JADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection E.3 above.

1. **Maximum Size.**

- a. The maximum size of a detached or attached ADU subject to this subsection G.1 is 1,000 square feet. No more than two bedrooms are allowed.
 - i. An ADU over 1000 square feet or three bedrooms shall be subject to Zoning Administrator review as provided in subsection E.6.
 - ii. No ADU shall exceed 1,200 square feet per subsection E.6.a.ii.
- b. An attached ADU that is created on a lot with an existing primary dwelling shall not exceed 50 percent of the existing floor area of the primary dwelling.
- c. Exception. Application of other development standards such as size based on a percentage of the proposed or existing primary dwelling, FAR, lot coverage, front setbacks, minimum lot size, or open-space requirements for an attached or detached ADU may not require the ADU to be less than 800 square feet.

2. **Parking—General Requirement.** Accessory dwelling units must meet the following parking standards.

- a. One off-street parking space is required for an ADU that is approved under subsection E.3 above.
- b. Parking configuration, if required:
 - i. The required parking spaces may be located in setback areas or tandem parking on an existing driveway, unless specific findings are made under subsection G.2.b.ii.
 - ii. Parking arrangements in subsection G.2.b.i are not permitted if the Community Development Director (or designee) makes specific findings that such parking arrangements are not feasible based upon specific site or regional topographical or fire or life safety conditions.
- c. Exceptions. Parking standards shall not be imposed on an ADU in any of the following circumstances:
 - i. The ADU is located within one-half mile walking distance of public transit, including a public bus stop, bus station or transit station that charge set fares, run on fixed routes, and are available to the public.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the existing primary residence or an existing accessory structure under subsection E.2.a.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.

- v. When there is an established car share vehicle stop located within one block of the ADU.
- vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided the ADU or the lot satisfies any other criteria listed in parking exception subsections G.2.c.i through v above.
- d. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

3. **Setbacks.**

- a. An ADU that is subject to this Section must conform to a 20-foot front yard setback, or the front setback imposed by the underlying zone, whichever is greater.
- b. An ADU that is subject to this subsection G must conform to four-foot side- and rear-yard setbacks.
- c. Alley Adjacent ADUs and ADUs Adjacent to Non-residentially Zoned Property. Side or rear yard setbacks adjacent to an alley or non-residentially zoned property may be zero feet. Parking provided off the alley shall maintain a 24-foot back-out, which includes the alley.
- d. Garage and Accessory Building Conversion. No setback shall be required for a legally established, existing garage or accessory building that is converted to an ADU, provided the structure is not expanded under subsection E.2.a.i. Any expansion of the structure under subsection E.2.a.i is subject to side and rear setbacks of four feet.
- e. Addition Over a Garage. The four-foot minimum side and rear setback requirement of subsection G.3.b shall apply to the newly constructed portion of an ADU constructed above a legally established existing garage.

4. **Lot Coverage.**

- a. No ADU subject to this subsection G may cause the total lot coverage of the single-family lot to exceed 50 percent, except that an ADU that is 800 square feet or less, not more than 16 feet in height, and compliant with a minimum four-foot side and rear setback, shall be considered consistent with all city development standards, irrespective of any other Municipal Code limitations governing lot coverage, floor area ratio, and open space.
- b. Rear Yard Coverage. An ADU shall not result in more than 30 percent rear yard coverage as measured from the rear wall of the primary residence to the rear property line (or as measured from the average distance of the rear wall from the rear property boundary if the rear wall does not follow a straight line). Except that an ADU that is 800 square feet or less, not more than 16 feet in height, and compliant with a minimum four-foot side and rear setback, shall be considered consistent with all city development standards,

irrespective of any other Municipal Code limitations governing lot coverage, floor area ratio, and open space.

5. ***Architectural Requirements.***

- a. The materials and colors of the exterior walls, roof, and windows and doors must match or be harmonious with the appearance and architectural design of the primary dwelling.
- b. The exterior lighting must be limited to down-lights or as otherwise required by the Building or Fire Code.
- c. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- d. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
- e. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- f. All second-story windows and doors in a second unit that are less than 30 feet from a property line that is not a right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.
- g. Access stairs, entry doors and decks must face the primary residence or the alley, if applicable.
- h. A garage converted to an accessory dwelling unit shall include removal of garage door(s) which shall be replaced with architectural features, including walls, doors, windows, trim and accent details.
- i. The architectural treatment of an ADU to be constructed on a lot that has an identified historical resource listed on the Federal, State, or local register of historic places must comply with all applicable ministerial requirements imposed by the Secretary of Interior.

6. ***Landscape and Screening Requirements.***

- a. Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels when there is direct adjacency of the ADU to an existing primary dwelling on an adjacent parcel in which there is no screening as follows:
 - i. At least one five-gallon size plant shall be provided for every five linear feet of exterior wall.
 - ii. As an alternative, a solid fence of at least six feet in height may be installed along a side or rear yard in compliance with fencing standards.
- b. All landscaping must be drought-tolerant.

7. **Other.**

- a. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the fire authority.
- b. Each unclosed parking space shall be at least eight and one-half feet wide and 18 feet long.
- c. Each parking space that is provided in an enclosed garage shall be at least 10 feet wide and 20 feet long and have at least seven and one-half feet vertical clearance.

H. **Fees.** The following requirements apply to all ADUs that are approved under subsections E.2 and E.3 above.

1. **Impact Fees.**

- a. For purposes of this subsection H, “impact fee” means a “fee” under the Mitigation Fee Act (Government Code Section 66000(b)) and a fee under the Quimby Act (Government Code Section 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
- b. No impact fee is required for an ADU or JADU that is less than 750 square feet in size.
- c. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).

2. **Utility Fees and Connection.**

- a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required pursuant to Government Code Section 65852.2(f)(4) and (f)(5).
- b. Except as described in subsection H.2.a above, converted ADUs on a single-family lot that are created under subsection E.2.a above are not required to have a new or separate utility connection directly between the ADU and the utility, nor is a connection fee or capacity charge required.
- c. Except as described in subsection H.2.a above, all ADUs that are not covered by subsection H.2.b require a new, separate utility connection directly between the ADU and the utility.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.

- ii. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

17.84.040 Adult Businesses

A. **Definitions.** For the purposes of this Section, unless otherwise apparent from the context, certain words and phrases used in this Section are defined as follows:

- 1. **“Adult business”** means and includes all of the following types of establishments:
 - a. “Adult bookstore” means a business which as a regular and substantial course of conduct offers for sale or rent books, magazines, periodicals or other printed matter or photographs, films, motion pictures, video cassettes, discs, slides or other visual representations whose dominant or predominant character and theme is the depiction or description of specified sexual activity or specified anatomical areas, as defined in this Section.
 - b. As defined in this subsection, “regular and substantial course of conduct” shall be construed with reference to all relevant factors, including, but not limited to, the following:
 - i. The proportion of the business’ merchandise which depicts or describes specified sexual activity, specified anatomical areas or is a nonprescription, non-contraceptive sex-incitement device; and
 - ii. The percentage of the business’ revenues which are attributable to the sale or rental of merchandise which depicts or specifies sexual activity, specified anatomical areas or is a nonprescription, non-contraceptive sex-incitement device.
 - c. “Adult entertainment business” is a business where any of the following conditions exist:
 - i. The business devotes or intends to devote more than 25 percent of its retail inventory (not as measured by the number of items but rather by the cost to the business owner of the inventory) to merchandise whose dominant or predominant character and theme is specified sexual activities or specified anatomical areas, hereafter referred to as “sexually explicit.”
 - ii. The business devotes or intends to devote more than 25 percent of the retail floor area to sexually explicit merchandise.
 - iii. The business has not segregated or intends not to segregate in one location in the store all sexually explicit merchandise offered for sale, rental and/or viewing from the nonsexual explicit merchandise.
 - iv. The retail value of sexually explicit inventory offered for sale in each category: (i) books; (ii) magazines; (iii) Beta video tapes for sale; (iv) VHS video tapes for sale; (v) Beta videos for rental; (vi) VHS videos for rental; (vii) novelties; (viii) on-premises viewing of images, films and/or videos;

- exceeds or is expected to exceed 25 percent of the total retail value of inventory offered for sale in each category.
- v. Gross revenue derived from sexually explicit inventory in any particular category (see subsection A.2.d of this Section) of inventory exceeds or is expected to exceed 25 percent of the total gross revenue from that category. (Any invoice or other sale entry which does not thoroughly and completely identify the title and/or name of each item of viewing, sale and/or rental shall be conclusively presumed to be sexually explicit merchandise for revenue percentage determination purposes)
 - vi. The business advertises (either free or paid for advertisements) in a manner that identifies the business as having sexually explicit merchandise for sale, rental and/or viewing.
 - vii. Any business which offers or advertises sexually explicit merchandise in any of the above categories (see subsection A.2.d of this Section), and which fails to make available to the City for inspection and copying all records of revenue on request after reasonable notice not less than 24 hours.
 - viii. Any business that is an adult entertainment use based on any of the above conditions may make an application for an exception. Such an application shall be made to the Zoning Administrator and shall specify all facts supporting the exception and shall have attached to it all supporting documentation.
- d. "Adult hotel" means any hotel or motel which as a regular and substantial course of conduct provides, through closed-circuit television or other media, material which is distinguished or characterizes by an emphasis on matter depicting or describing specified sexual activity or specified anatomical areas, as defined in this Section.
 - e. "Adult motion picture theater" means an enclosed building and/or drive-in motion picture theater which is open to the public and which, as a regular and substantial course of conduct, is used for presenting filmed or videotaped materials whose dominant or predominant character and theme are the depiction or display of specified sexual activity or specified anatomical areas, as defined in this Section for observation by six or more patrons of such use at any one time.
 - f. As defined in this subsection, "regular and substantial course of conduct" shall be construed with reference to all relevant factors, including, but not limited to, the following:
 - i. The proportion of the theater's films which depict specified sexual activity or specified anatomical areas;

- ii. The number of films depicting or displaying specified sexual activity or specified anatomical areas which are shown at the theater each week, each weekend or each month;
 - iii. The nature of the films which receive top billing on the theater's marquee or in its advertising; and
 - iv. The proportion of the theater's revenue which is attributable to the showing of films depicting or displaying specified sexual activity or specified anatomical areas.
- g. "Adult picture arcade" means any business wherein, as a regular and substantial course of conduct, coin- or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors, television sets or other image-producing devices are used to display images to five or fewer persons per machine at any one time, and which images have as a dominant or predominant character and theme the display or depiction of specified sexual activity or specified anatomical areas.
- h. As defined in this subsection, "regular and substantial course of conduct" is construed with reference to a number of factors, including, but not limited to, the following:
 - i. The proportion of the business' movies, shows, pictures and images which have as their predominant theme the display or depiction of specified sexual activity or specified anatomical areas; and
 - ii. The proportion of the business' revenue which is attributable to the showing of pictures depicting or displaying specified sexual activity or specified anatomical areas.
- i. "Bathhouse" means an establishment which as a regular and substantial course of conduct provides, for a fee or other consideration, access to any kind of bath facility, including showers, saunas and hot tubs. This definition does not include a bona fide athletic club, health club, school, gymnasium, reducing salon or similar establishment where baths or hydrotherapy are offered as incidental or accessory services.
- j. "Modeling studio" means a business which provides as a regular and substantial course of conduct, for a fee or other consideration, figure models who display specified anatomical areas to be observed, sketched, photographed, painted, sculptured or otherwise depicted by persons paying such consideration. "Modeling studio" does not include schools maintained pursuant to the standards set by the State Board of Education.
- k. "Nude dancing theater" means any building or structure which as a regular and substantial course of conduct is used for the presentation of live dancing or modeling, the dominant or predominant character and theme of which are the display of specified sexual activity or specified anatomical areas, as defined in this Section, and to which the public is permitted or invited.

- I. "Sexual encounter center" means a business which as a regular and substantial course of conduct provides two or more persons, for pecuniary compensation, consideration, hire or reward, with a place to assemble for the purpose of engaging in specified sexual activity or displaying specified anatomical areas. "Sexual encounter center" does not include hotels or motels.
2. "Establishment of an adult entertainment use" means and includes the opening of such a business as a new business, the relocation of such a business or the conversion of an existing use to any adult entertainment use.
3. "Specified anatomical areas" means and includes, and is limited to, the following:
 - a. Less than completely and opaquely covered human genitalia, pubic region, buttocks and female breasts below the top of the areola; and/or
 - b. Human male genitalia in a discernibly turgid state, even if completely or opaquely covered.
4. "Specified sexual activity" means and includes, and is limited to, the following:
 - a. Actual or simulated genital or anal sexual intercourse;
 - b. Oral copulation;
 - c. Bestiality;
 - d. Direct physical stimulation of unclothed genitals;
 - e. Masochism;
 - f. Erotic or sexually oriented torture, beating or the infliction of pain; or
 - g. The use of excretory functions in the context of a sexual relationship.
5. "Applicant" means any person who applies for a permit as required by this Section.
6. "Chief of Police" means the City of Woodland Chief of Police or designee.
7. "Clerk" means the City Clerk.
8. "Nude dancer" means any person whose live performance in an establishment to which the public is permitted or invited includes the presentation of live dancing or modeling, the dominant or predominant character and theme of which are the display of specified sexual activity or specified anatomical areas, as defined in this Section.
9. "Permittee" means any person operating or maintaining an adult entertainment business under a permit issued pursuant to this Section.
10. "Person" means any individual, co-partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

B. Location.

1. Adult entertainment establishments are permitted only on the rear half of a lot.
2. No adult entertainment establishment may be permitted:

- a. Within 500 feet of all of the following uses:
 - i. Any religious institutions;
 - ii. Schools;
 - iii. Park and recreation facilities;
 - iv. Community centers;
 - v. Libraries;
 - vi. Youth organizations; and
 - vii. Day care centers.
 - b. Within 750 feet of a Residential zone, a Downtown zone, a Mixed-Use zone, or a Public or Open Space zone.
 - c. Within 1,000 feet from any other adult book store or adult motion picture theater.
 3. The distance restrictions set forth in this subsection are cumulative, not separate; therefore, adult entertainment uses may be established only on parcels which meet all of the spacing requirements set forth in this subsection.
- C. **Establishment Permit—Required.**
1. It is unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City the operation of an adult entertainment business without first having obtained the appropriate permit as provided in this Section.
 2. Any person wishing to operate an adult entertainment business must also apply for and obtain a valid business license pursuant to Section 5.04.040 of this Code. Any such business license shall be conditioned upon the issuance and maintenance of all permits required by this Section for the operation of an adult entertainment business.
- D. **Establishment Permit—Application.** The application for a permit to operate an adult entertainment business shall set forth the exact nature of the business to be administered, the proposed place of business, and the facilities therefor. A form for the application required by this Section shall be obtained from the Chief of Police. The completed application form shall be submitted to the Chief of Police and shall also contain the following information:
1. The full true name and any other names used by the applicant;
 2. The two previous residential addresses and business addresses, if any, immediately prior to the present address of the applicant;
 3. The applicant's height, weight, color of eyes, and hair;
 4. The business, occupation or employment of the applicant for the 10 years immediately preceding the date of the application;
 5. The adult entertainment or similar business license history of the applicant; whether such person, in previously operating in this City or another City, County or State under

a license or permit, has had such license or permit revoked or suspended; the reasons therefor and the business activity or occupation subsequent to such action of suspension or revocation;

6. All criminal convictions, except minor traffic violations;
7. The applicant shall be fingerprinted and have his or her photograph taken by the City Police Chief and shall pay such fees therefor as are charged by the Police Chief for such services generally;
8. Such other identification and information as determined by the Police Chief, any other City department of jurisdiction, or any fire protection district or jurisdiction to be necessary to verify the truth of the matters required by this Section;
9. If the applicant is a corporation or partnership, the name of the corporation or partnership shall be set forth exactly as shown in its articles of incorporation or partnership agreement, and the information required by this subsection shall be furnished for the managing director or managing employee, any general partner, and any stockholder owning 20 percent or more of the stock of an applicant corporation.

E. Establishment Permit—Issuance.

1. Within 60 days after the submission of a complete application with the Chief of Police for an adult entertainment permit, the Chief of Police shall, based on input from other departments/officials, approve or deny the permit. No permit shall be transferable to any other person.
 - a. Prior to the expiration of such 60-day period, information received as part of the business license application review shall be forwarded to the Chief of Police.
 - b. The Chief of Police may extend the 60-day period if information sufficient to make a determination has not yet been made available to him or her.
2. The Chief of Police shall issue a nontransferable adult entertainment business permit if the applicant has proven that all the requirements for an adult entertainment business described in subsections A, C, S, and T of this Section are met, unless the Chief of Police finds:
 - a. That the operation as proposed by the applicant will not comply with all the applicable laws, including, but not limited to, the building, health, planning, housing and fire laws of, or applicable to, the City; or
 - b. That the personnel, or the owners and operators of the adult entertainment business have engaged in unlawful activity, or been convicted of any of the following offenses or convicted of an offense outside the State that would have constituted any of the following offenses if committed within the State:
 - i. Section 266i, 314, 315, 316, 318 or 647(b) of the Penal Code of the State or any offense requiring the personnel or the owners of an adult entertainment establishment to register under Section 290 of the Penal Code.

- ii. Any felony offense involving the sale of a controlled substance specified in Section 11054, 11055, 11056, 11057 or 11058 of the Health and Safety Code of the State.
 - iii. Any crime or unlawful activity, on the basis of which the Chief of Police reasonably concludes that by reason of the nature of the crime or activity, the applicant's operation of an adult entertainment business would pose a risk of harm to the public.
- F. **Nude Dancer Permit—Required.** It is unlawful for any person to be employed or to act as a nude dancer without having a valid permit issued pursuant to the provisions of this Section, and it is unlawful for any owner, operator, responsible managing employee, manager or permittee in charge of or in control of an adult entertainment business to employ or permit any person to act as a nude dancer who is not in possession of a valid, unrevoked nude dancer permit.
- G. **Nude Dancer Permit—Application.** The form for a nude dancer application shall be obtained from the Chief of Police. The completed form shall be submitted to the Chief of Police and shall set forth the place of business and facilities where the nude dancing shall take place. The application shall also contain the information required by subsection C of this Section.
- H. **Nude Dancer Permit—Issuance.**
 - 1. Within 60 days after the submission of a complete application for a nude dancer permit, the Chief of Police shall act to approve or deny the permit. The Chief of Police may extend the 60-day period if information sufficient to make a determination has not yet been made available to him or her.
 - 2. The Chief of Police shall issue a nontransferable nude dancer permit if the applicant has proven that all the requirements for a nude dancer permit described in subsection F of this Section have been met, unless the Chief of Police finds that the applicant has been convicted of any offenses as set forth in subsection D.2.b of this Section.
- I. **Establishment Permit and Nude Dancer Permit—Deadline.** The provisions of this Section shall be applicable to persons engaged in the businesses regulated by this Section prior to the effective date of the ordinance codified in this Section, and to persons employed as nude dancers prior to the effective date of the ordinance codified in this Section. Notwithstanding any other provision of this subsection, such persons shall file for the permits required by this Section within 180 days from the effective date of the ordinance codified in this Section. Failure to do so shall make the continued operation of such businesses or the continued employment as a nude dancer a violation of subsections B and E of this Section.
- J. **Permit Renewal—Application.** If a permittee wishes to renew his or her permit, the permittee shall complete an application form, as required by this Section, and submit it to the City no earlier than June 1st, nor later than June 15th, prior to the expiration of the existing permit. Applications for renewal of establishment permits shall include, where applicable, a list of nude dancers employed by such establishment as of the renewal date. Failure to submit the renewal application during the time specified shall cause the permit to automatically expire on the next succeeding June 30th.

- K. **Permit Renewal—Requirements.** The Chief of Police shall renew permits applied for under subsection K of this Section if the permittee has proven that he or she still meets all of the requirements for an adult entertainment business or a nude dancer permit contained in this Section, unless the Chief of Police finds that the permittee no longer complies with the provisions of subsection D.2 of this Section concerning an adult entertainment business or subsection G.2 of this Section concerning a nude dancer.
- L. **Permit Renewal—Procedure.** The procedure for the renewal of a permit shall be the same as set forth in this Section for original permit applications; however, no additional background investigation or fingerprinting shall be required.
- M. **Permit Revocation or Suspension.**
1. ***Grounds for Revocation or Suspension.*** Any permit issued pursuant to this Section may be revoked or suspended by the Chief of Police upon a finding that any of the following grounds exist:
 - a. A violation of any of the provisions of this Section; or
 - b. The conviction of any offense described in subsection D of this Section.
 2. ***Procedure.***
 - a. Any City department of jurisdiction, including, but not limited to, the Community Development Department, the Building Inspection Department, the Planning Department or any fire protection district of jurisdiction, may notify the Chief of Police that grounds exist for the revocation of an adult entertainment business or a nude dancer permit.
 - b. The Chief of Police shall then give the permit holder written notice of the grounds for revocation or suspension. The notice also shall specify a time and place of hearing and shall be given at least 10 calendar days before the time of the hearing. At such hearing, the permit holder shall show cause why his or her permit should not be revoked or suspended.
 - c. The permit holder may appeal the decision of the Chief of Police to the City Council. If the permit holder does not appeal, the decision of the Chief of Police is final and conclusive on expiration of the time fixed for appeal.
 - d. Appeal from a decision to revoke a permit issued pursuant to this Section shall be made within 10 calendar days after written or oral notice of the decision of the Chief of Police.
 - e. If the permit holder requests a hearing within the time set forth in subsection (L)(2)(d) of this Section, the Clerk shall set the matter for a hearing. The permit holder shall be given written notice of the time, date and place of such hearing by the Clerk at least 10 days prior to the date of the hearing. Such notice either shall be personally delivered to the permit holder or shall be sent by registered or certified mail.
 - f. If notice is by registered or certified mail, it shall be deemed delivered on the day following the deposit of the notice in the United States Postal Service.

- g. If a hearing has been requested, the council shall receive evidence on the charges contained in the notice to the permit holder. Upon the conclusion of the presentation of the evidence on the charges, the permit holder may present evidence to refute the charges.
 - h. Upon the conclusion of the presentation of evidence and any closing statements, the City Council may take any of the following actions, which shall be final:
 - i. If the City Council finds that there has been a violation of any of the provisions of this Section or finds that the permit holder has been convicted of any offense described in subsection D of this Section, the City Council may:
 - i. Order the revocation of the permit; or
 - ii. Order the suspension of the permit for such time as the City Council deems proper; or
 - iii. Order the suspension of the permit for such time as the City Council deems proper, with reinstatement of the permit subject to such conditions as may be ordered by the City Council.
 - j. If the City Council finds that the evidence does not support any of the charges, the City Council shall order that the charges be dismissed.
- N. **Compliance with Section.** It is unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City, the operation of an adult entertainment business in violation of the terms and conditions of this Section.
- O. **Operation with Revoked Permit.** It is unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City, the operation of an adult entertainment business if such person's permit has been revoked.
- P. **Nude Dancer Compliance with Section.** It is unlawful for any person to act as a nude dancer in violation of the terms and conditions of this Section.
- Q. **Inspections.** The various City departments of jurisdiction, including, but not limited to, the City Police Chief, the Building Inspection Department, and the Community Development Department, and any fire protection district of jurisdiction, may, at any time, inspect the subject premises and investigate the manner of the operation of the adult entertainment business to ensure that it is operating in compliance with this Section.
- R. **Change of Business Name or Location.** No person granted a permit pursuant to this Section shall operate under any name or conduct his or her business at any location not specified in his or her permit. If the business facilities and/or location is changed, a new permit shall be obtained.
- S. **Violation—Penalty.**
 - 1. Any violation of any of the provisions of this Section is an infraction, and upon conviction thereof shall be punished by a fine not to exceed \$50.00 for a first violation,

\$100.00 for a second violation within one year, and \$250.00 for each additional violation within one year.

2. Every day that any such violation continues shall constitute a separate offense.

T. **Establishment—Allowed Zones.** The establishment of adult entertainment allowed as indicated in the use tables of Chapters 17.24 through 17.48; provided, however, no adult entertainment use may be established in any such zone unless the entire parcel upon which such use is located is outside all of the specified distance requirements set forth in subsection A of this Section and unless the adult entertainment use complies with all the other regulations imposed within the zone by this Title.

U. **Conditional Use Permit Required.** No person shall operate an adult entertainment use without first obtaining a Conditional Use Permit as provided in this Title. Such permit shall be issued by the Planning Commission if the applicant meets the criteria listed below. No other land use permit is required to operate an adult entertainment use, and only the following criteria may be required as conditions to the issuance of this use permit:

1. An application for a Conditional Use Permit has been made in accordance with the procedure set forth in Chapter 17.100.100, Conditional Use Permit.
2. All building height, building site, minimum yard and off-street parking requirements for uses subject to a use permit have been met. These requirements are set forth in the base zone regulations (Chapters 17.24 through 17.48).

The issuance of the adult entertainment use permit may be conditioned upon the erection of a fence of the type and design which meets the approval of the Planning Commission.

3. The building and lot on which such business is located comply with local and State law concerning signs, building security, design review, occupancy, structure, safety and landscaping, and that all applicable building, plumbing and fire codes have been met.
4. Hours of operation may be designated by the Planning Commission as additional to the issuance of the use permit if the Planning Commission finds, based on substantial evidence presented to it, that there is a need for regulation of hours due to a specifically identified significant problem linked to the adult entertainment use. When regulating the hours of operation of an adult entertainment use, the Planning Commission shall, whenever possible, designate hours which are consistent with the hours of operation of nearby businesses which are similar in nature. If shorter hours than those of nearby businesses of a similar nature are imposed, the Planning Commission shall:
 - a. Identify in writing the need for such shorter hours;
 - b. Make a specific finding, that a less restrictive condition or requirement would not alleviate the problems imposed by the longer hours of operation of such use; and
 - c. Set forth the period of time after which the permit holder could seek review of the Planning Commission's designation of the hours of operation of said use.

5. All other regulations and provisions of this Section have been complied with.

17.84.050 Agricultural Production, Light

- A. **Accessory use Only.** Agricultural production is allowed as an accessory use only.
- B. **Location.** Active agricultural uses may not be located within 500 feet of sensitive uses including residential, food production, clean tech, schools, day cares, and other places of assembly.
- C. **On-site Retail Sales.** Retail sales of agricultural products grown on the premises may be considered with a Zoning Administrator Permit (ZAP). Review of any temporary structures, access, and parking related to on-site retail sales will be considered in the ZAP review.
- D. **Permanent Structures.** Any on-site permanent structure must be related to the primary use. Permanent structures associated with agriculture production, light are not permitted.
- E. **Pesticide Use.**
1. Application of all pesticides and chemicals shall follow the State of California guidelines and the County of Yolo Agricultural Weights and Measures permit requirements.
 2. Pesticide use is subject to the Agricultural Commissioner of the California Department of Pesticide Regulation.
 3. Pesticide use requires a minimum quarter-mile buffer from any school and 50-foot buffer from any other use.

17.84.060 Alcoholic Beverage Sales (Updated)

- A. **Purpose.** Establishments which serve alcoholic beverages receive special attention from the City because of their potential to create problems, such as littering, loitering, public intoxication and disturbances. All establishments selling alcoholic beverages are reviewed by the City. The following provisions provide minimum development standards for alcoholic beverage sales. These standards are designed to provide for the appropriate development of alcoholic beverage sales and to protect the health, safety, and welfare of residents by further awareness of laws relative to drinking.
- B. **Public Convenience and Necessity.**
1. Any person whose application for an on-sale or off-sale alcohol license is required by the Alcoholic Beverage Control Board of the State of California (ABC) to be subject to a determination of public convenience or necessity (PCN determination) by the City, shall apply to the City for a determination of whether public convenience or necessity would be served by the granting of such license. Refer to the PCN review requirements below in subsection B.3.
 2. Such application shall be on forms provided by the City and contain such information as required by the city and shall be accompanied by payment of a fee.

3. The PCN application shall include a written statement from the applicant demonstrating, by substantial evidence, that the public convenience or necessity would be served by the issuance of the license from the ABC. See Section G, Review of PCN Applications, below.

C. **Requirements for On-Sale Liquor Establishments.**

1. **Permit Required.** Unless otherwise specified, restaurants with alcohol sales, bars, nightclubs, and lounges, and alcoholic beverage retail sales establishments, shall not be established without first securing a Conditional Use Permit as required in the applicable base district.
 - a. *Exceptions.* The following uses do not require a Conditional Use Permit
 - i. Veterans' clubs and fraternal organizations.
 - ii. Full-service restaurants, defined as having gross receipts for food constituting 51 percent of all sales, that do not sell alcohol past 10:00 p.m.
 - iii. Membership organizations and clubs that are restricted to members and guests only.
 - iv. Non-profit temporary licenses.
 - v. One-day on-sale licenses pursuant to Business and Professions Code Section 24045.1.
 - vi. Hotels or Motels that offer complimentary drinks to their guests.
2. **Operational Statement Required.** Applicants shall submit an operational statement which shall include, but not be limited to the following:
 - a. Information as to persons doing business under fictitious names, members of partnerships, and officers of corporations or associations.
 - b. Exhibits that include a site plan and floor plan.
 - c. An evacuation plan in case of emergency (bars and nightclubs).
 - d. Hours of operation.
 - e. Security Plan (including efforts to ensure that the parking area is monitored to prohibit loitering and crowding and line control).
3. **Development Standards.** The following standards apply to all on-sale liquor establishments.
 - a. *Parking Areas.* The designated parking area shall be oriented away from residences as much as possible and shall be clearly shown on the site plan.
 - b. *Noise.* Noise levels shall be monitored to ensure compliance with all applicable noise standards.
 - c. *Security.* The Police department shall review security measures for each application, and measures shall be based upon the function of the

establishment as described in the operational statement. Additional and/or security measures such as reduced hours of operation, security guards, door monitors, alarm systems, may be required if nuisance or related problems are demonstrated to occur as a result of business practices or operations.

- d. *Loitering.* The owner and/or proprietor and/or operator of the establishment is responsible to provide supervision to prevent loitering in the immediate vicinity of the establishment.
- e. *Tasting Rooms.*
 - i. The tasting room use will be accessory to a restaurant or retail sales facility.
 - ii. Outdoor dining and seating may be conducted as an accessory use located on the same parcel, on a contiguous adjacent parcel, or on a public right-of-way immediately adjacent to the tenant space subject to a City-issued encroachment permit.
 - iii. Outdoor dining and seating shall comply with all applicable adopted City design standards. See Section 17.84.270, Outdoor Display, Sales, and Dining.
 - iv. No structure or enclosure to accommodate the storage of trash or garbage shall be erected or placed on, adjacent to, or separate from the public sidewalk or right-of-way. Outdoor dining shall remain clear of litter at all times.
 - v. The hours of operation of the outdoor dining and seating shall be limited to the hours of 8:00 AM and 10:00 PM. If open later than 10:00 pm and/or within 500-feet of a residential use, a Zoning Administrator Permit is required, in compliance with Table 17.84.060: Separation of Use and Time Standards for On-Sale Liquor Establishments.
 - vi. Products offered for tasting and sale may include wine, beer, olive oil, cheese, and or other specialty retail products.
 - vii. Outdoor events would be subject to a City-issued Special Event Permit.

- 4. *Separation of Use and Time Standards Outside of the Downtown.* Table 17.84.060.C-1 identifies the separation from residential uses and serving time requirements for all on-sale liquor establishments outside of the Downtown zones.

Table 17.84.060.C-1: Separation of Use and Time Standards for On-Sale Liquor Establishments Outside of the Downtown

Use*	Time to stop sales or service of alcohol	Separation From Residential **
Restaurant, Indoor Dining (Should a restaurant seek to stay open after 10:00 pm, it shall require additional	10:00 PM	N/A

Table 17.84.060.C-1: Separation of Use and Time Standards for On-Sale Liquor Establishments Outside of the Downtown

Use*	Time to stop sales or service of alcohol	Separation From Residential **
use permit review and be subject to separation standards for a Bar) ***		
Outdoor Dining (Should the outdoor dining be proposed to be open after 10:00 pm or be within 500-ft of a residential use or zone, a Zoning Administrator Permit is Required)	10:00 PM	N/A if closed by 10pm; 500 feet if open after 10pm
Tasting Room (Should a tasting room seek to stay open after 10:00 pm, or serve alcoholic beverages other than beer and wine, it shall require additional use permit review and be subject to separation standards for a Bar)	10:00 PM	N/A
Bar	2:00 AM	500 feet
Nightclub (whether or not they serve alcoholic beverages)	2:00 AM	500 feet

* Subject to base district requirements and performance standards.

** Minimum horizontal distance measured between the building, or portion of the building, occupied by the alcohol use, and the closed property line of the planned or zoned residential use, not including a residential portion of a vertical mixed-use development or project.

*** Multiple uses on site, as example, a restaurant that becomes a nightclub after a set time, may have separate permit for the specific uses.

D. Requirements for Off-Sale Liquor Establishments.

1. **Applicability.**

a. *New or Expanded Use.*

- i. Any proposed new establishment or existing establishment that requests to expand their alcohol or business license type(s), reinstate their alcohol or business license(s) after an expiration or revocation, extend their hours of operation, or expand their floor area, shall obtain a Zoning Administrator Permit or Conditional Use Permit as provided for in the zone-specific Use Regulations issued in compliance with the standards of this Section.
- ii. A modification to an existing establishment shall not be approved when a condition exists that has caused or resulted in repeated activities that are harmful to the health, peace, or safety of persons residing or working in the surrounding area.

2. **Development Standards.**

- a. *Concurrent Sale of Fuels and Off-sale Liquor Establishments.* The following additional standards shall apply to the concurrent sale of motor vehicle fuels and beer and wine for off-premises consumption:
 - i. Only beer and wine may be sold;
 - ii. The owner of each location and the management at each location shall educate the public regarding driving under the influence of intoxicating beverages, minimum age for purchase and consumption of alcoholic beverages, driving with open containers and the penalty associated with violation of these laws. In addition, the owner shall provide health warnings about the consumption of alcoholic beverages. This educational requirement may be met by posting prominent signs, decals, or brochures at points of purchase. In addition, the owner and management shall provide adequate training for all employees at the location as to these matters;
 - iii. No displays related to alcoholic beverages shall be located within five feet of any building entrance or checkout counter;
 - iv. Cold beer or wine shall be sold or displayed in the main, permanently affixed electrical coolers only;
 - v. No advertising related to alcoholic beverages shall be located on gasoline islands; and no lighted advertising for beer, wine, or other alcoholic beverages shall be located on the exterior of buildings or within window areas;
 - vi. Employees selling beer and wine between the hours of 10:00 PM and 2:00 AM shall be at least 21 years of age;
 - vii. No sale of alcoholic beverages shall be made from a drive-in window.
- b. *General Standards for Off-sale Facilities.*
 - i. *Lighting.* The exterior of the premise, including adjacent public sidewalks and all parking lots under the control of the establishment, shall be illuminated during all hours of darkness during which the premises are open for business in a manner so that persons standing in those areas at night are identifiable by law enforcement personnel. Exterior lighting of the parking lot shall be kept at an intensity of at least one foot-candle. However, required illumination shall be placed and/or shielded in a way that minimizes light and glare on adjacent residences or sensitive uses.
 - ii. *Litter and Graffiti.*
 - h. Trash and recycling receptacles, that meet city design standards, shall be provided by public entrances and exits from the building.

- i. The owner or operator shall provide for daily removal of trash, litter, and debris from the premises and on all abutting sidewalks within 20 feet of the premises.
 - j. The owners or operator shall remove graffiti within 48 hours.
 - iii. *Location.*
 - k. No off-sale liquor establishment outside of the Downtown shall be maintained within 500 feet of any other establishment wherein alcoholic beverages are sold for both off-site and on-site consumption or such consideration points as schools (public and private), established churches or other place of worship, hospitals, convalescent homes, public parks, and playgrounds and/or other similar uses. The distance of 500 feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route to other establishments, or to the nearest property line of any of the above referenced consideration points.
 - l. No off-sale liquor establishment may lead to a grouping of more than four establishments within a 1,000 foot radius.
 - m. Establishments shall not be located in areas of undue concentration, or areas of high crime, as defined by the California Business and Professions Code Sections 23958.4(a)(1) and (2), and as determined by the Department of Alcoholic Beverage Control, unless a determination of public convenience or necessity (PCN) is approved.
 - iv. *Adult Printed Matter.* Adult magazines and all printed matter coming within the definition of Section 313 of the California Penal Code shall be located for sale only behind the counter and shall be stored in racks covered by modest panels.
 - v. *Noise.* Noise levels shall not exceed required noise standards.
 - vi. *Display.* No beer or wine shall be displayed within five feet of the front door unless it is in a permanently affixed cooler.
 - vii. *Plastic Cup Sales.* Paper or plastic cups shall not be sold in quantities less than their usual and customary packaging.
3. *Staff Requirements for Off-sale Liquor Establishments.* It shall be the responsibility of the applicant licensee to provide all staff with the knowledge and skills that will enable them to comply with their responsibilities under law. The knowledge and skills deemed necessary for responsible alcoholic beverage service shall include, but not be limited to, the following topics and skills development:
- a. State laws relating to alcoholic beverages, particularly ABC and penal provisions concerning sales to minors and intoxicated persons, driving under

the influence, hours of legal operation, and penalties for violations of these laws.

- b. The effects of alcohol on the body, and behavior, including how the effects of alcohol affect the ability to operate a motor vehicle.
- c. Methods for dealing with intoxicated customers and recognizing underage customers.

E. Nonconforming Liquor Establishments and Improvements to Nonconforming Liquor Establishments.

1. Existing Uses.

- a. *Nonconforming.* Existing establishments that have been legally established under previous regulations, but do not conform to current law, may continue to operate as a recognized use pursuant to Chapter 17.80, Nonconforming provisions.
- b. *Loss of Nonconforming Status.* Changes to an existing use that could cause the loss of nonconforming status are, but not limited to the following:
 - i. When a business closes for one continuous year.
 - ii. Change of use (e.g. from restaurant to nightclub), or is a single use would like to establish multiple uses.
 - iii. An increase of floor area (including patio area) for existing use; and
 - iv. Request to modify mode or character of operation.
- c. When a nonconforming status is lost, any subsequent use must be consistent with current zoning and land use regulations and a new permit is required.
- d. Any use wishing to expand that previously did not have a use permit shall obtain a use permit issued in compliance with the standards of this Section.

2. Non-Operation. Whenever all of the rights granted by a use permit are discontinued, the following rules to reestablish the use shall apply:

- a. *One year or less.* The same or different operator may reestablish the use pursuant to the preexisting use permit and all conditions applicable thereto.
- b. *More than One Year.* A new permit is required.

F. Existing Establishments Selling Alcoholic Beverages (On-Sale and Off-Sale). Any establishment which becomes lawfully established on or after the effective date of the ordinance codified in this Section and licensed by the State of California for the retail sale of alcoholic beverages of on-site and/or off-site consumption, shall obtain a modification of its Conditional Use Permit or Zoning Administrator Permit when: (a) the establishment changes its type of liquor license within a license classification; and/or (b) there is a substantial change in the mode or character of operations.

G. Review of PCN Applications. (New)

1. Upon receipt of an application for a PCN determination, the application shall be reviewed by the police department, Code compliance, building division, and any other city departments that the Director believes appropriate for review and comment. The Director may request from the applicant any additional pertinent information regarding the applicant, the proposed license, or the applicant premises.
2. The police chief or designee shall determine whether there are existing problems regarding criminal activity at the applicant premises or in the area surrounding the applicant premises. Also, the police department shall comment on whether issuance of the license would tend to create a law enforcement problem. If the department determines that law enforcement problems exist, or that such problems would be created in the event an alcoholic beverage license is issued, a written report of the problems and a recommendation shall be given to the Director.
3. The Director shall determine whether the applicant premises are located in the appropriate land use designations and have received all required entitlements to permit the type of alcoholic beverages sales described in the application. No PCN shall be approved if the applicant premises are not within the appropriate land use designation or do not have all necessary land use entitlements.
4. The Director, in conjunction with the Code compliance coordinator, shall determine whether there are pending Code enforcement actions regarding the applicant premises. If it is determined that there is a pending or ongoing Code enforcement action involving the applicant premises, no PCN determination may be made by the department until the investigation is completed and all Code issues are resolved.
5. Any other city department that has received a request from the Director to review the application, shall file its comments and, if appropriate, its recommendation on the application with the department.
6. The Director shall contact the ABC to determine whether any protests were lodged with the ABC in relation to the applicant's request for a license from the ABC.
7. Based on an evaluation of all timely submitted written findings, comments, and the factors that may be considered, as set forth in Section 17.84.060, Alcoholic Beverage Sales, the Director shall make a determination on whether public convenience or necessity will be served by the ABC's issuance of an alcoholic beverage license for the applicant premises and whether to issue or deny a letter of public convenience or necessity.

H. Issuance of a PCN Determination.

1. In all cases in which an applicant applies for a PCN determination, the Director may exercise their discretion to issue or deny issuance of a letter of public convenience or necessity. In exercising their discretion, the Director shall consider the following factors:
 - a. The type of proposed use by the applicant;
 - b. Whether the proposed use will be detrimental to the health, safety and welfare of the community;

- c. Whether the use would enhance the economic viability of the area in which it is proposed to be located
 - d. The extent of support or opposition to the proposed license from members of the community
 - e. The number of licenses within a one-mile radius of the proposed licensed location;
 - f. The type of licensed premises within a one-mile radius of the proposed licensed location and the extent to which the proposed license would cause a further overconcentration of that particular type of premises in the area;
 - g. The background and the history of the applicant's operations, including the nature and extent of problems on any premises where he or she has operated a licensed premises in the past;
 - h. Whether the applicant has ever been convicted of any offense involving moral turpitude or any offense related to the sale or use of alcoholic beverages;
 - i. How close the proposed establishment will be to a residential neighborhood, place of worship, or school;
 - j. Whether there is a history of police or crime-related problems in the area proposed for a license; and
 - k. Whether the proposed license would enhance recreational or entertainment opportunities in the area
2. The Director may determine that the public convenience or necessity will be met and the health, safety or welfare of the community will be promoted only if certain conditions are imposed upon the operations of the licensee.
- The conditions may cover any matter relating to the privileges to be exercised under the license. If a letter is issued with conditions applied, it shall specifically set forth that the public convenience or necessity is served only if the conditions set forth in the letter are met by the applicant.
3. The Director shall provide a comment period of no less than ten calendar days prior to final approval of a letter of public convenience and necessity, beginning on the date the public notices are mailed. The purpose of the comment period is to enable the public to bring comments or questions to the attention of the department. If the department receives substantive comments or information which establishes that the application should not be approved administratively, the department shall either deny the application or, if requested by the applicant and upon submittal of the applicable fee, schedule a public hearing before the planning commission to consider the application.
4. The final PCN determination shall be issued in writing by the Director who will author a PCN determination stating whether the Director finds public convenience and necessity will or will not be served by the issuance of a license from the ABC. The

written determination shall be served by mail upon the applicant and the ABC within fifteen business days of the decision of the Director.

5. No letter of public convenience or necessity shall be issued by the Director pursuant to this article unless the applicant agrees, in writing, that if the ABC issues a license to sell alcoholic beverages, the license will be subject to all conditions imposed as part of the PCN determination at all times the license is in use and in effect.

I. Expiration – No transfer of a PCN Determination.

1. A PCN determination in support of the issuance of a license from the ABC is only valid for one year from the date of the Director's action and the PCN determination shall so state. If no license to sell alcoholic beverages has been issued to the applicant for the applicant premises, within one year of issuance of a favorable PCN determination, the city's PCN determination shall be deemed withdrawn without the need for further action by the Director or the applicant, and the applicant must reapply if he or she seeks another PCN determination.
2. Except as provided in Business and Professions Code Section 23958.4, the PCN determination is not transferable to any other applicant or proposed licensee. Unless permitted by Business and Professions Code Section 23958.4, any proposed licensee for the same premises must submit a new application and follow the procedures for issuance of a PCN determination in this article. Nothing in this article precludes the city from protesting the issuance of a license from the ABC pursuant to other sections of the Alcoholic Beverage Control Act, including, but not limited to, Section 23958.

- J. **Revocation.** In the event of a violation of any of the conditions imposed on an applicant or the applicant premises in accordance with this article, the planning commission may, after public notice and hearing, revoke any letter of public convenience or necessity issued regarding the applicant or applicant premises. Upon revocation, the applicant shall not continue to sell alcoholic beverages at the applicant premises. The determination of the planning commission shall become final ten days after the date of decision unless appealed to the city council. The revocation shall be reported to the ABC.

17.84.070 Alternate Energy Sources

- A. **Purpose.** To encourage and promote the use of alternate energy sources by providing solar and wind access protection.

B. Solar Energy Collection Systems.

1. When a solar energy collection system is installed on a lot, any accessory structure or vegetation on an abutting lot shall not be located so as to block the solar collector's access to solar energy. The portion of the solar collector that is protected is that portion which:
 - a. Is located so as not to be shaded between the hours of 10:00 a.m. and 3:00 p.m. by any hypothetical 12-foot obstruction located on the lot line; and
 - b. Has an area of not greater than one-half of the heated floor area of the structure, or the largest of the structures, served.

2. This Section does not apply to accessory structures or vegetation existing on an abutting lot at the time of the installation of the solar energy collection system, or on the effective date, whichever is later. This Section controls any accessory structure erected on, or vegetation planted on, abutting lots after the installation of the solar energy collection system.
 3. A copy of the Building Permit for the solar energy collection system shall be kept on file in the Community Development Department and the date the Building Permit is issued shall be the effective date. The solar facility must be completed and have a final inspection, approved by the Building Inspector, within one calendar year from the date the Building Permit is issued.
- C. **Clotheslines.** It is unlawful to establish any private covenant or restriction which prohibits the installation and/or use of a clothesline in any Residential zone.
- D. **Wind Energy Conversion Systems (WECS).** Wind energy conversion systems shall be permitted in all zones subject to the following requirements:
1. ***Building Permit Application for A WECS.*** Building permit applications for a wind energy conversion system shall be accompanied by a plot plan drawn in sufficient detail to clearly describe the following:
 - a. Property line and physical dimensions of the site;
 - b. Locations, dimensions, and types of existing structures, and uses on site;
 - c. Location of the proposed WECS;
 - d. Location of all above-ground utility lines on-site or within one radius of the total height of the WECS;
 - e. Location and size of the largest structure taller than 35 feet or tree which may potentially grow taller than 35 feet during the lifetime of the WECS within a 500-foot radius of the proposed WECS.
 2. ***General Provisions.*** Installation of all wind energy conversion systems shall comply with the following requirements:
 - a. ***Size.*** This Section covers those WECS whose swept area is 500 square feet or less. For conventional propeller WECS, this would be approximately 25 feet in diameter.
 - b. ***Compliance with Uniform Building Code.*** Building permit applications shall be accompanied by standard drawings of the structural components of the wind energy conversion system and support structures, including base and footings. The application shall also include engineering data and calculations to demonstrate compliance of the support structure with seismic and structural design provisions of the Uniform Building Code. Drawing and engineering calculations shall be certified in writing by a California-registered structural engineer. This certification can be supplied by the manufacturer. Where the structural components of an installation vary from the standard design or specification, the proposed modifications shall be certified by a

California-registered structural engineer for compliance with the seismic and structural design provisions of the Uniform Building Code.

All equipment and materials shall be used or installed in accordance with such drawings. The above certifications by a California-registered structural engineer shall be deemed to satisfy all applicable requirements of the Uniform Building Code.

- c. *Compliance with National Electrical Code.* Building permit applications shall be accompanied by a drawing identifying the location of metering, protection and control devices, and transformer equipment in sufficient detail to allow for a determination that the manner of installation will conform to Articles 250 (Grounding), 280 (Lightning Arrestors), 300 (Wiring Methods), 310 (Conductors for General Wiring), 430 (Motors), 445 (Generators), and 450 (Transformers and Transformer Vaults) of the National Electrical Code. The application shall include a statement from a California-registered electrical engineer indicating that the electrical system conforms with good engineering practices and complies with the above articles of the National Electrical Code. All equipment and materials shall be used or installed in accordance with such drawings and diagrams. This certification can be supplied by the manufacturer.

Where the electrical components of an installation vary from the standard design or specifications, the proposed modifications shall be reviewed and certified by a California-registered electrical engineer for compliance with the requirements of the national electrical code and good engineering practices. The above certification by a California-registered electrical engineer shall be deemed to satisfy all applicable requirements of the national electrical code.

- d. *Rotor Safety.* Each wind energy conversion system must be equipped with both manual and automatic controls to limit the rotational speed of the blade below the design limits of the rotor. The application must include a statement by a California-registered engineer certifying that the rotor and over-speed controls have been designed and fabricated for the proposed use in accordance with good engineering practices. The engineer should also certify the compatibility of possible towers with available rotors. The certification can be supplied by the manufacturer.
- e. *Guy Wires.* Anchor points for guy wires shall be located within property lines and not on or across any above-ground electric transmission or distribution line. Guy wires shall be enclosed by a fence six feet high or the WECS shall be set back from the property line the total height of the WECS.
- f. *Tower Access.* Lattice towers capable of being climbed shall be enclosed by a locked, protective fence at least six feet high located not closer than eight feet from the ground. Other towers should have either: (i) tower-climbing apparatus located not closer than 12 feet from the ground; (ii) a locked anti-climb device installed on the tower; or (iii) the tower shall be completely enclosed by a locked, protective fence at least six feet high.

- g. *Noise.* The WECS shall meet the requirements of the Noise Element of the General Plan.
- h. *Electromagnetic Interference.* A wind energy conversion system shall comply with the provisions of 47 C.F.R., Parts 15 and 18. The wind energy conversion system shall be operated such that no harmful interference is caused. When notified by the City Building Inspector that a wind energy conversion system is causing harmful interference, the operator shall promptly take steps to eliminate the harmful interference.
- i. *Signs.* At least one sign shall be posted at the base of the tower warning of high voltage. The sign shall also include emergency phone number and emergency shutdown procedures.
- j. *Utility Notification.* No wind turbine shall be interconnected with a utility company's grid until said company has been notified in accordance with procedures established by the California Public Utilities Commission.
- k. *Height.* The minimum height of the lowest part of the WECS shall be either 30 feet above the highest structure allowed under the local zoning requirement or potential tree height, whichever is higher, if it is within a 200-foot radius. If an obstruction is within a 201- to 500-foot radius, the lowest part of the WECS shall be 10 feet above it.
- l. *Setbacks.* The WECS shall be located such that the furthest extension of the apparatus does not cross any property lines, except as provided for under subsection (D)(3)(e) of this Section.
- m. *Abatement.* If a wind energy conversion system or systems are not maintained in operational condition and pose a potential safety hazard, the owner or operator shall take expeditious action to remedy the situation. The City reserves the authority to abate any hazardous situation and to pass the cost of such abatement on to the owner or operator of the system. If the City determines that the WECS has been abandoned, the system shall be removed within 30 days of written notice to the owner or operator of the system.
- n. *Liability Insurance.* The applicant, owner, lessee, or assignee shall maintain a current insurance policy which will cover installation and operation of the wind energy conversion system at all times. Said policy shall provide a minimum \$300,000.00 property and personal liability coverage.

17.84.080 Animal Keeping

- A. **Purpose.** The purpose of this Section is to provide development standards for animal keeping and to minimize potential adverse effects related to the keeping of animals on adjoining property.

- B. **Additional Regulations Related to Animal Keeping.** All regulations established in Chapter 6.08 of the Woodland Municipal Code, Domestic Animal Keeping, apply to the keeping of animals in the City and should be consulted together with this Section.
- C. **Non-Commercial Animal Keeping.**
1. **Livestock and Domestic Fowl Prohibited Generally.** It is unlawful for any person to maintain within the City, or permit to be kept or maintained upon land belonging to such person, any cattle, horses, swine, sheep, goats, geese, ducks, turkeys, roosters, and other poultry and fowl birds, except as specifically permitted under provisions of Section 6.08, Domestic Animal Keeping.
 2. **Miniature pigs.** The noncommercial raising of miniature pigs (Vietnamese pot-bellied pigs) shall comply with the standards of Section 6.08.040.C and the following standards:
 - a. In the R-1 zone:
 - i. Not more than three miniature pigs on lots of not less than 20,000 square feet.
 - b. In the N-P, RL-M, and RM zones:
 - i. Not more than one miniature pig on a lot between (7,200 and 19,999 square feet.
 - ii. Not more than two miniature pigs on lots not less than 20,000 square feet.
 - c. Any person having charge, care, custody, or control of any miniature pig shall keep such pig exclusively upon his or her own premises.
 - d. The miniature pig must be kept in an enclosure that is no closer than 30 feet from the front property line, 15 feet from any side or rear property line, and no closer than 35 feet from any dwelling unit other than on the subject lot.
- D. **Poultry.** Crowing fowl are not permitted. Refer to Section 6.08.030, Domestic Animal Keeping of chickens, pigeons, or rabbits, of the Municipal Code.
- E. **Small Animals.** Rabbits, fish, frogs, guinea pigs, parakeets, chinchillas, dogs, cats, or other similar small animals. The raising or breeding shall comply with the following Section 6.08 and the standards below:
1. A total of not more than four small animals, or a combination thereof, may be kept and maintained in a clean and sanitary pen or structure.
 2. Animals must be kept and maintained in an enclosed area.
 3. The keeping of such animals shall not create a health or nuisance problem.
- F. **Kennels and Stables.**
1. Kennels for dogs and cats, shall be located no closer than two hundred feet from any property line, shall provide automobile and truck ingress and egress, and shall provide parking and loading spaces so designed to minimize traffic hazard and congestion.

2. Kennels and stables are subject to all other standards for accessory structures.
 3. Proponents shall show that odor, dust, noise and drainage shall not constitute a nuisance or hazard to adjoining property or uses.
- G. **Animal Hospital.** Animal hospitals and veterinarian hospitals shall be located no closer than 150 feet from any residential district, restaurant, hotel or motel, in any district and shall show adequate measures and controls shall be taken to prevent offensive noise and odor. No incineration of refuse shall be permitted on the premises.
- H. **Wild, Dangerous, Exotic and Prohibited Animals.** The keeping of roosters, peacocks, geese, and any animal which requires a permit from the Department of Fish and Wildlife pursuant to Section 2118 of the Fish and Game Code is prohibited.

17.84.090 Automobile/Vehicle Sales and Services Uses (New)

- A. **Automobile/Vehicle Service and Repair, Minor and Major.** In addition to other applicable standards of this Section, major and minor Automobile/Vehicle service and repair uses, as well as another other uses, such as auto dealerships or service stations, that perform auto servicing as an accessory activity, regardless of ministerial or discretionary entitlement, are subject to the following standards:
1. **Noise.** All body and fender work or similar noise-generating activity shall be conducted within an enclosed masonry or similar building with sound-attenuating construction to absorb noise. Air compressors and other service equipment shall be located inside a building. See also Chapter 17.76 Performance Standards, Section 17.76.110, Noise.
 2. **Work Areas.** All work shall be conducted within an enclosed building, with the exception of pumping motor vehicle fluids, mechanical inspections and adjustments not involving any disassembly.
 3. **Vehicle Storage.** Vehicles being worked on or awaiting service or pick up shall be stored within an enclosed building or in a parking lot on the property that is screened in compliance with Chapter 17.70, Screening Standards. Unattended vehicles, or vehicle parts, shall not be parked or stored in the street, or any portion of the public right of way within the city.
 4. **Design.**
 - a. Service bay openings are designed to minimize the visual intrusion on surrounding streets and properties
 - b. Incorporate half screen walls in combination with landscaping to screen vehicles while allowing eye level visibility into a site.
 - c. A masonry wall at least 6 feet in height shall be provided along all lot lines adjacent to a Residential zone or a residential use.
 - d. Additional screening and landscaping may be required where necessary to prevent visual impacts on adjacent properties.

- e. The site design, including the location and number of driveways, will promote safe and efficient on-site and off-site traffic circulation.
- f. Lighting is designed to be low profile, indirect, or diffused and to avoid adverse impacts on surrounding uses.
- g. Any washing area will not have an adverse impact on water supply and quality.
- h. Electric vehicle charging stations shall be added to each site consistent with Section 17.68.060, Electric Vehicle Charging Stations.

B. Auto/Vehicle Sales New and Used.

- 1. Auto sales in an open lot may only be considered as an accessory use to a retail showroom or as part of a dealership complex.
- 2. No surface parking lot or outdoor display area solely intended for the sale of autos and/or vehicles, that is not accessory to an indoor showroom, is allowed as a primary use on a lot.
- 3. The Director may approve, with conditions, the temporary overflow storage of autos and/or vehicles associated with a new car dealership as a primary use on a lot if the lot is located within 0.25 miles of the dealership.
- 4. Used car sales must be associated with a new car dealership, except for large format used car dealerships. A single use, used car lot is not permitted.
- 5. Automotive servicing or repair is permitted as an accessory use for automobile/vehicle sales and leasing establishments that offer maintenance and servicing of the type of vehicles sold on site.

C. Service Stations. In addition to other applicable standards of this Section, service stations and any other commercial use that included fuel pumps for retail sales of gasoline are subject to the following standards.

- 1. **Pump Islands.** Pump islands shall be located a minimum of 20 feet from any property line to the nearest edge of the pump island. A canopy or roof structure over a pump island may encroach up to 10 feet within this distance.
- 2. **Work Areas.**
 - a. All work shall be conducted within an enclosed building except pumping motor vehicle fluids, checking and supplementing various fluids, and mechanical inspection and adjustments not involving any disassembly.
 - b. Outdoor work activities are not allowed adjacent to an R-L or N-P zone or a residential use.
- 3. **Abandonment.** In the case of abandonment or non-operation of a service station, the primary use must be dismantled and the site cleared within 12 months of the close of the last business day.

D. Automobile/Vehicle Washing.

1. **Design.**

- a. Buildings shall incorporate similar design features as the main building and shall comply with the design standards of the underlying district.
- b. Buildings, or structures, including vacuum stations, shall not be located within 30 feet of any public street or within 20 feet of any interior property line of a residential use or residential district. Customer waiting areas and /or carwash offices may be excepted should the Review Authority determine that they will not disrupt the residential area.
- c. Vehicle lanes for car wash openings shall be screened from public streets to a height of 40 inches. Screening devices shall consist of building placement, walls and/or berms with landscaping.
- d. Vacuum stations shall be screened from view to the extent possible where feasible be located behind buildings or otherwise screened from view and shall not be located along a street front.
- e. Noise generating uses, such as service bays, car wash openings, vacuum stations, outdoor loading areas, garbage storage, and stacking lanes shall be located away from sensitive uses such as residential, day care, or schools.
- f. A masonry wall at least six feet in height shall be provided along all lot lines adjacent to a residential district.
- g. Additional screening and landscaping may be required where necessary to prevent visual impacts on adjacent properties.
- h. The location and number of driveways, will promote safe and efficient on-site and off-site traffic circulation.
- i. Lighting is designed to be low profile, indirect, or diffused and to avoid adverse impacts on surrounding uses.
- j. The washing facility will not have an adverse impact on water supply and quality.

2. **Self Service Drive Through.** Self-service car washes are not permitted, unless accessory to a fueling station or car sales, as provided for in the use table. Requirements of subsection E.1 shall apply.

E. **Discretionary Application Review.** All uses that fall under the Automobile/Vehicle Sales and Services land use category and that require a Zoning Administrator Permit or Conditional Use Permit are subject to the following requirements.

1. **Findings for Approval.** The review authority shall only approve a use permit upon making the following findings:
 - a. The project is designed so that form and scale are harmonious and consistent with the character of the specific site, the adjacent uses and structures, and the surrounding neighborhood.

- b. The site design, including the location and number of driveways, will promote safe and efficient on-site and off-site traffic circulation.
 - c. Service bay openings are designed to minimize the visual intrusion on surrounding streets and properties.
 - d. Lighting is designed to be low-profile, indirect or diffused and to avoid adverse impacts on surrounding uses.
 - e. The washing facility, if proposed, will not have an adverse impact on water supply and quality.
2. **Conditions of Approval.** Conditions of approval may include limitations on operational characteristics of the use; restrictions on outdoor storage and display, location of pump islands, canopies, and service bay openings; and/or requirements for buffering, screening, lighting, planting areas, parking, or other site elements, to avoid adverse impacts on adjacent lots or the surrounding area.

17.84.100 Bed and Breakfast Lodging (New)

- A. **Purpose.** This purpose of this Section is to establish standards for the location, design, and operation of Bed and Breakfast Lodging uses ("bed and breakfasts").
- B. **Limitation of Services Provided.**
 - 1. A bed and breakfast must include no more than three guest rooms.
 - 2. Provisions for meals and rental of bedrooms shall be limited to registered guests. Separate or additional kitchen for guests are prohibited.
- C. **Location and Design.**
 - 1. Bed and breakfasts establishments shall be located, developed, and operated within a single unit dwelling.
 - 2. In all Residential and Mixed-Use Districts, the exterior appearance of a structure housing a bed and breakfast establishment shall not be altered from its single-family character.
 - 3. No exterior evidence of the use may be visible except that a sign in compliance with standards provided in Section 17.72.050 (Standards for Permanent Signs) may be installed.
 - 4. Required parking for the principal residence and for all required
 - 5. guest parking must be provide on-site. On-site parking must be designed and located so as not to detract from the residential character of the neighborhood.
- D. **Operations and Maintenance.**
 - 1. Bed and breakfasts must be rented for periods of less than 30 days;
 - 2. The bed and breakfast must be conducted only by the property owner or manager living on the site of the bed and breakfast;

3. The owner shall maintain liability insurance on the property which covers the homestay and guests. The owner shall pay any applicable taxes including occupancy and sales taxes and shall obtain a business license. (L19)
4. Management shall be present while guests are on site.
5. The site shall be well maintained and kept free from litter and debris.
6. No exterior noise or activity shall occur outside the normal range or residential uses. All guest activities must occur indoors between the hours of 8:00 AM and 10:00 PM.
7. A special event permit is required for any group gathering or event.

17.84.110 Beekeeping (New)

- A. **Purpose.** The purpose of these regulations is to allow beekeeping in a manner that is respectful of the safety of persons that may be in close proximity to the apiary. Beekeeping can contribute to pollination and better harvests in gardens. By contributing to pollination, urban beekeeping is an important complement to urban food production and to the City's sustainability goals stated in the General Plan.
- B. **Standards.**
1. It shall be the duty of every person on whose property bees are kept to adhere to good management practices and maintain bees in a condition that will reasonably prevent swarming and aggressive behavior.
 2. It shall be the responsibility of the person on whose property the bees are kept to provide adequate water for the bees to prevent bees from seeking water in neighboring swimming pools, birdbaths, ponds or other community bodies of water.
 3. A maximum of two beehives per lot on a parcel of land less than 10,000 square feet.
 4. A maximum of four beehives per lot on a parcel of land with an area over 10,000 square feet.
 5. Beehives are restricted to rear yards.
 6. In order to ensure the appropriate height of the honeybee flight path:
 - a. The beehive entrance will be directed away from the neighboring property and situated behind a solid fence or hedge that is six feet in height running parallel to the property line; or
 - b. A beehive will be located a minimum of 25 feet away from the neighboring property line.
- C. **Beekeeping registration.** Beekeeping registration is required prior to establishment of an apiary, as follows:
1. The applicant must submit and the Planning Director must review plans demonstrating compliance with the standards of this Section.

2. The applicant must register the apiary with the County of Yolo Agricultural Commissioner to receive notification of pesticide applications, pursuant to Section 29101 of the California Food and Agricultural Code.
 3. The applicant must submit plans and a signed statement showing and agreeing to compliance with all obligations imposed by this Section and holding the City harmless if the owner does not so comply.
- D. **Nuisance.** Bees or hives shall be considered a public nuisance and subject to Chapter 17.128, Enforcement, when any of the following occurs:
1. Colonies of bees exhibit defensive or objectionable behavior or interfere with the normal use of neighboring properties.
 2. Colonies of bees swarm.
 3. Bees or hives do not conform to this section.
 4. Hives become abandoned by resident bees or by the owner.

17.84.120 Commercial Cannabis Businesses

- A. **Purpose.** The purpose of this Section is to impose zoning restrictions on commercial cannabis businesses in the City as authorized and/or licensed by the State of California pursuant to State law. This Section is not intended to, and does not, give any person or entity independent legal authority to operate a cannabis business. Rather, it is intended to impose zoning restrictions regarding cannabis businesses that may operate in the City pursuant to this Code and State law. This Section is in addition to any other business license and regulatory requirements imposed on cannabis businesses by this Code or other applicable law.
- B. **Applicability.** No part of this Chapter shall be deemed to conflict with Federal law, as contained in the Controlled Substances Act, nor to otherwise permit any activity that is prohibited under that Act or any other local, State, or Federal law, statute, rule, or regulation. Nothing in this Chapter shall be construed to allow any conduct or activity relating to cultivation, distribution, dispensing, sale or consumption of cannabis that is otherwise illegal under local or State law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the Yolo County District Attorney's office, the Attorney General of the State of California, or the United States of America.
- C. **Planning Commission and City Council Review**
1. The Planning Commission shall review all conditional use permit applications submitted pursuant to this Chapter and provide a recommendation regarding approval to City Council.
 2. The City Council is authorized to approve up to a maximum of six total Conditional Use Permits for cannabis businesses pursuant to this Section.
 3. In evaluating whether to recommend approval or approve a Conditional Use Permit application for a commercial cannabis business, the Planning Commission and City Council shall consider the following factors, in addition to all other requirements provided this Section:

- a. The type of proposed use by the applicant;
 - b. Whether the proposed use will be detrimental to the health, safety and welfare of the community;
 - c. Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties;
 - d. Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts;
 - e. The extent of support or opposition to the proposed use and location from members of the community, and applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood;
 - f. The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location;
 - g. The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area;
 - h. The background and the history of the applicant, including the experience and qualifications of the applicant and those persons involved in the management, oversight and day to day operations of the proposed use, the professional training and certifications of the applicant and/or persons involved in the management, oversight and day to day operations of the proposed use, and the nature and extent of problems on any premises where the applicant has operated a cannabis business in the past;
 - i. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use; and
 - j. Whether the proposed license would enhance recreational or entertainment opportunities in the area.
4. The City Council is authorized to approve up to a maximum of six total conditional use permits for commercial cannabis manufacturing, distribution and/or testing businesses pursuant to this Chapter. The City Council is authorized to approve up to a maximum of four total conditional use permits for cannabis retailers pursuant to this Chapter.
5. The Director is authorized to administer reasonable guidelines and policies, including appropriate application periods for accepting requests for zoning approvals and use permits for cannabis retailers, consistent with this Section, and evaluation and scoring criteria that may be used for the selection of cannabis retailers, in the event that the City receives more applications than the number of available conditional use permits. The Director may use such evaluation and scoring criteria for making recommendations to the Planning Commission and City Council on the proposed uses.

6. The Community Development Director or City Council may address additional development and operational standards through conditions on the conditional use permit as it determines necessary or appropriate for the cannabis retailer conditional use permit under consideration, provided that any such conditions shall not conflict with operating requirements that may be applicable pursuant to other provisions of this Code.

D. General Conditions

1. No cannabis business may operate in any zoning district in the City except as expressly permitted by and in conformance with the provisions of this Section. No cannabis business may engage in the retail sales of cannabis unless expressly permitted or conditionally permitted pursuant to this Section. No temporary cannabis events shall be permitted or conditionally permitted.
2. Any cannabis business permitted by this Section must, prior to operating a cannabis business, obtain and maintain at all times a valid license issued by the State of California, as may be applicable, and any other local or regulatory licenses required by this Code. Any cannabis business operating without a valid license from the State of California shall cease operations until a valid State license is obtained, in addition to any other State and local requirements that may apply.
3. Pursuant to California Business and Professions Code Section 26054(b), as may be amended, no cannabis business may be located within a 600-foot radius of a school providing K-12 instruction, a day care center or a youth center in existence at the time the license is issued. Additionally, no cannabis business may be located within a 600-foot radius of a public park.
 - a. The City Council may make an exception if there is clear evidence based on considerations such as the separation of sensitive uses by a significant physical barrier, no expressed evidence of public concern, and the potential revitalization of an existing blighted condition, that there will be no public health, safety, or nuisance issues due to closer proximity of cannabis retail uses to an identified sensitive use.

- E. Cannabis Manufacturing.** Cannabis manufacturing may be permitted, subject to the requirements of this Code, including all applicable performance standards, and the granting of a Conditional Use Permit as provided for in the use tables of Chapters 17.24 through 17.48 and in Chapter 17.100.100, Conditional Use Permits.

- F. Cannabis Laboratories and Research.** Cannabis laboratories and research facilities may be permitted, subject to the requirements of this Code, including all applicable performance standards, and the granting of a Conditional Use Permit as provided for as provided for in the use tables of Chapters 17.24 through 17.48 and in Chapter 17.100.100, Conditional Use Permits. Cannabis laboratories and research facilities are prohibited from engaging in commercial cultivation, manufacturing, distribution and sales of cannabis.

- G. Cannabis Distribution Facilities.** Cannabis distribution facilities may be permitted, subject to the requirements of this Code, including all applicable performance standards, and the

granting of a Conditional Use Permit as provided for in the use tables of Chapters 17.24 through 17.48 and in Chapter 17.100.100, Conditional Use Permits.

H. **Cannabis Cultivation.** Cannabis cultivation is prohibited.

I. **Cannabis Retailers.** Cannabis retailers are prohibited.

1. Cannabis retailers may be permitted, subject to the requirements of this Code including all applicable performance standards, and granting of a conditional use permit as provided in Section 17.100.100, Conditional Use Permit, and Section 17.84.120.C, Planning Commission and City Council Review, in the Corridor Mixed Use East Street (CMU-E), Corridor Mixed Use West Main (CMU-WM), Corridor Mixed Use Kentucky (CMU-K); Corridor Mixed Use Light Industrial Flex Overlay (CMU-LIF), Community Commercial, Regional Commercial Light Industrial Flex Overlay (RC-LIF), Downtown Mixed Use (DMU) zone, District A. Cannabis retailers are prohibited in all other zoning districts of the City.
2. Cannabis retailers that will not be open to the public and that perform sales exclusively by delivery are prohibited.
3. Cannabis retailers may include a cannabis distribution facility as an accessory use to serve the on-site business pursuant to this Chapter and shall be subject to the following:
 - a. The distribution facility shall be appurtenant and incidental to the retail use, both in terms of size and use and shall only be used to support the retail facility that is the primary use on site and, if applicable, other retail facilities owned and operated by the applicant. The distribution facility shall not be used for distribution of cannabis or cannabis products to other cannabis retailers.
 - b. The distribution facility shall not be predominantly visible to the public from the street frontage adjacent to the cannabis retailer or if the distribution facility is located within a commercial center, the distribution facility shall not be a specific and identifiable use apart from the cannabis retailer.
 - c. There shall be adequate parking and loading on site to serve both the cannabis retailer and the distribution facility, and spaces for loading associated with the distribution facility shall be located in the rear of the applicable property, outside of view from the street frontage or frontage of the commercial center. Only smaller vehicles, vans, or sprinter vans shall be used for delivery vehicles. Larger trucks, such as CA legal "Semi-trucks" or "18-wheelers", and any trucks over five-tons are prohibited from delivering cannabis product on site. The location and storage of all vehicles used for the cannabis business shall be provided in a safe and secure manner and meet all security requirements of the City Police Chief and applicable State requirements.
 - d. Accessory distribution facilities shall comply with all provisions applicable to cannabis distribution facilities as a primary land use.

4. Public notice of a commercial cannabis retail conditional use permit application shall be provided to all properties within a minimum 600-foot radius 10 days prior to any scheduled public hearing date, and the site shall be posted with a highly visible notice.
 - a. The highly visible notice shall be a minimum of 4 foot x 8 foot in size mounted on a freestanding sign or posted on the building frontage.
 - b. The applicant shall be responsible for posting the site consistent with a format provided by the City, and shall provide verification of such posting.
 5. Cannabis retailers shall be no closer than 500-feet to each other, and no more than two (2) cannabis retailers shall be located within a 1,000 foot radius, except under the following circumstances:
 - a. The City Council may make an exception to this Subsection if there is clear evidence based on considerations such as the separation of cannabis retail uses by a significant physical barrier, no expressed evidence of public concern, and potential economic revitalization to the proximate area, that there will be no public health, safety, or nuisance issues resulting from the closer proximity of one cannabis retail use to another.
- J. **Additional Regulatory Requirements.** In addition to complying with all applicable requirements in this Section and obtaining a State license for commercial cannabis activities, no commercial cannabis use may operate in the City without first obtaining a cannabis business permit.

17.84.130 Community Gardens (New)

Community gardens shall be located, developed, and operated in compliance with the following. Community gardens do not include cannabis which is separately regulated pursuant to Section 17.84.120, Commercial Cannabis Businesses.

- A. **Management.** A manager shall be designated for each garden who shall serve as liaison between gardeners and, property owner(s) and the city.
- B. **Hours of Operation.** Gardens shall only be tended between dawn and dusk.
- C. **Buildings and Structures.** Accessory buildings, such as sheds, greenhouses, hoop houses, or farm stands are allowed and shall comply with the property development standards of the zone.
- D. **Equipment.** Only household garden tools and equipment, applicators, and products may be used. This includes but is not limited to, soil preparation, cultivation, planting, application of chemicals, dust control, and harvesting. Pull behind equipment is prohibited.
- E. **Operational Plan.** The applicant shall submit an operational plan that identifies roles and responsibilities, contact information, and operations.
- F. **Maintenance.**
 1. The operator shall be responsible for the overall maintenance of the site and shall remove weeds, debris, and other similar materials in a timely manner.

2. Soil amendments, composting, and waste material shall be managed and shall not attract nuisance flies or support growth of flies.
- G. **Sale of Produce.** Incidental sales of items grown on-site are permitted.
- H. **Composting.** Composting is limited to materials generated on-site and shall be used on-site.
- I. **Utilities.** The land shall be served by a water supply sufficient to support the cultivation practices used on the site.
- J. **Restrooms.** If proposed, restrooms shall be connected to public utilities. Portable restrooms are not permitted.

17.84.140 Crematorium

A crematorium shall provide adequate analysis to verify that the use meets all standards of the air quality management district, meets the City's Climate Action Plan goals and policies, and will not create harmful odor, particulate, or other environmental impacts to adjacent uses.

17.84.150 Day Care Centers, Family Day Cares and Residential Care Facilities

Day care centers, family day cares and residential care facilities shall be located, developed and operated in compliance with the following standards:

- A. **License.** The Operator shall secure and maintain a license from the State of California Department of Social Services.
- B. **Location.** Day care centers, family day cares, or residential care facilities shall be located at least 300 feet from any other day care center, family day care, or residential care facility, unless specifically allowed pursuant to a use permit.
- C. **Pick-up and Drop-off Plan.** A plan and schedule for the pick-up and drop-off of children or clients shall be provided for approval by the Director, for day care centers, large family day cares and large residential care facilities. The plan shall demonstrate that adequate parking and loading are provided to minimize congestion and conflict points on travel aisles and public streets. The plan shall address:
 1. Scheduled pick up and drop off times with allowances for emergencies; and
 2. Prohibitions of double parking, blocking driveways of neighboring properties, or using driveways of neighboring properties.
- D. **Additional Requirements for Child Day Care Centers.**
 1. **Outdoor Space.**
 - a. Child day care centers for children shall provide a minimum of 75 square feet of outdoor space for each child over two years old. This area must be either owned or leased by the applicant and cannot be shared with other property owners unless written permission is granted by the other property owners.

- b. Outdoor use area and play equipment and structures shall not be located in any required front or street side setback.
- 2. **Hours of Operation.** Drop off and pick up shall only be within the hours of 6:00 AM and 8:00 PM, Monday through Friday. Additional hours may be allowed subject to approval of a Zoning Administrator Permit.
- 3. **Noise.** Outdoor activities shall not occur before 9:00 AM and 6:00 PM. Review of activities outside the specified time period may be allowed subject to approval of a Zoning Administrator Permit.
- E. **Screening and Landscaping.** A minimum six-foot-high solid wall or fence shall be provided for purposes of screening and securing outdoor recreational areas. Chain metal fencing and barbed wire are prohibited. All other provisions of Chapter 18.18, Landscaping, shall apply.
- F. **No Drug or Alcohol Use.** Residents and staff shall sign an agreement affirming that use of drugs or alcohol on the premises is prohibited and acknowledging that drug or alcohol use will result in termination or eviction.

17.84.160 Drive-Through Establishments (New)

- A. **Purpose.** The purpose of this Section is to ensure that establishments with drive-through facilities provide adequate on-site maneuvering and circulation, that vehicles do not impede traffic on abutting streets, and that stacking lanes will not have nuisance impacts.
- B. **Applicability.** This Section applies to:
 - 1. All new uses that include drive through facilities
 - 2. The addition of or relocation of drive through facilities in existing developments.
- C. **Location.**
 - 1. Any new drive through fast food/restaurant in a Mixed-Use zone must be located within 600 feet of a highway or interstate off-ramp.
 - 2. A new drive through may not be located within 500 feet of any existing drive through facility.
 - 3. Drive through windows may not front directly onto Main Street. Drive through windows shall be located to the side or rear of the building.
 - 4. Drive in and drive through entrances and exits shall be a minimum of one hundred (100) feet from any intersection of public rights of way, measured at the closest intersecting curbs, and at least 25 feet from the nearest curb cut on an adjacent property. Shorter distances from road intersections may be approved if the City Engineer determines that public safety and/or the efficiency of traffic circulation are not being compromised.
 - 5. Drive-through stacking lanes shall be a minimum one hundred (100) feet from any residential lot. The review authority may modify or waive this requirement if the

property is located in a mixed use-zoning district and if it determines that the impacts to nearby residences will be minimal.

D. **Drive Through Lane Design and Stacking Requirements.**

1. ***Parts of a Drive-Through Facility.*** A drive-through facility includes the following parts:
 - a. Stacking lanes, which are the spaces occupied by vehicles queuing for the service to be provided; and
 - b. Service areas, which are areas where the point of service occurs. These include menu boards, service windows, gas pumps, and air compressors.
2. ***Circulation Plan.*** A pedestrian and vehicular circulation plan shall indicate how drive-through, pedestrian, and vehicular circulation will be designed to allow safe, unimpeded movement of vehicles at street access points and within the travel aisles and parking space areas and provide for pedestrian safety. The plan shall also indicate how vehicles will circulate to and through the drive-through or use drive-up facilities in a manner that will not impede traffic flow on any public right-of-way.
3. ***Stacking Lane Design and Layout.***
 - a. Stacking lanes must be designed so they do not interfere with on-site parking and vehicle circulation.
 - b. Stacking spaces must be 11 feet wide by 22 feet long.
 - c. Stacking lanes must be clearly identified through such means as striping, landscaping, pavement design.
 - d. Drive through aisles shall not exit directly into a public right-of-way. Aisles shall be integrated with the on-site circulation and shall merge with the driveway.
 - e. Overflow from a stacking lane shall not spill out onto public streets or major aisles of any parking lot.
 - f. Drive through lanes shall not be located adjacent to patios and other pedestrian use areas, other than walkways to minimize emissions impact.
 - g. Drive through aisles shall not intersect pedestrian walkways, unless no alternative exists. In such cases, pedestrian walkways shall have clear visibility, emphasized by enhanced paving or markings.
 - h. The following are minimum required stacking spaces for drive through uses:
 - i. Drive-in bank – 5 spaces
 - ii. Drive-in beverage, food sales – 12 spaces with a minimum of 6 spaces behind the menu board
 - iii. Pharmacies – 5 spaces
 - iv. Automatic car wash – 3 spaces per service position

- v. Gate (house) residential – Under 50 units - one space per 10 units; greater than 50 units - five spaces.
 - vi. Exceptions or variations may be evaluated based on a drive through queue analysis, or if requested by the Director to evaluate potential stacking concerns, including multiple lanes.
 - i. A minimum nine-foot wide escape lane must be designed as part of the drive through.
 - 4. Speakers for drive-through lanes shall not be audible from adjacent residential uses. Sound attenuation walls, landscaping, or other mitigation measures may be required as necessary.
 - 5. Entrances to an aisle and the direction of flow shall be clearly designated by signs or pavement markings or raised curbs outside of the public right of way.
- E. Landscaping and Screening.**
- 1. Each drive-through aisle shall be screened with a combination of decorative walls, trellis structures, or other similar features, and landscape to a height of 36 inches to prevent headlight glare and direct visibility of vehicles from adjacent streets and parking lots.
 - 2. Drive through lanes and wash stall areas shall be screened from public view.

17.84.170 Emergency Shelters, Daytime Service Facilities, and Low Barrier Navigation Centers (Updated)

- A. Purpose.** This Section establishes use and development regulations for emergency shelter facilities in accordance with State law and the City's adopted housing element. In accordance with State law, local communities have a responsibility to provide adequate sites for emergency shelters that serve homeless individuals and families. The goal of emergency shelters is to address acute needs of individuals and families by providing basic residential facilities and may include programs that help residents find available social services. Consistent with the findings of the State Legislature, the City recognizes the need for, and the benefit of, temporary housing and services for homeless persons and families. This Section is intended to allow for the development of emergency shelter facilities in specific zoning districts, subject to development and operational standards that minimize potential adverse impacts on nearby properties and the community as a whole.
- B. Definitions.** For the purposes of this Section, the following words and phrases shall have the meaning respectively ascribed to them in this Section:
- 1. "Daytime Service Facility" means a place or building in which less than 24-hour per day non-medical care and supervision are provided including the provision of services to meet basic needs and connection to services to assist with housing, counseling, medical care and other needs.
 - 2. "Emergency shelter" means any facility whose primary purpose is to provide temporary shelter with minimal supportive services for homeless persons that is

limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay. Emergency shelter shall include other interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative facilities. Emergency shelters do not include evacuation shelters during emergencies.

3. "Homeless person" means:
 - a. People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided if they were in shelter or a place not meant for human habitation before entering the institution.
 - b. People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing.
 - c. Families with children or unaccompanied youth who are unstably housed and likely to continue in that state.
 - d. People who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening situations related to violence; have no other residence; and lack the resources or support networks to obtain other permanent housing.
 4. "Low Barrier Navigation Center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- C. **Location of Emergency Shelters.** Emergency shelters shall be located a minimum of 300 feet apart from one another. Programs may have multiple buildings on the same parcel.
- D. **Standards.** Emergency shelters, Daytime Service Facilities, and Low Barrier Navigation Centers shall comply with the standards of this Section.
1. **Property Development Standards.** Emergency shelters shall conform to all property development standards of the zoning district in which it is located except as modified by these development standards.
 - a. The design of the shelter shall comply with the design standards of the base district.
 - b. Shelter facilities shall comply with all other State and local laws, rules, and regulations that apply including building and fire codes and shall be subject to inspection prior to commencement of operation.
 2. **Maximum Number of Persons/Beds.** The maximum number of beds permitted shall be based on the carrying capacity of the property, up to a maximum of 30 pursuant to Fire/Building Code capacity. Facilities over 30 beds or clients may be considered with a Conditional Use Permit. New emergency shelters in the Industrial (I) zone may be

considered with a Conditional Use Permit. Any pre-existing emergency shelter that was approved and or constructed prior to the adoption of this ordinance (date), shall be considered an allowed use. However, should the existing shelter propose a modification or expansion, a conditional use permit will be required.

3. **Minimum Off-Street Parking Requirements.** Parking shall be sufficient to accommodate all staff working at the emergency shelter, provided the standards do not require more parking than for other residential or commercial uses within the zone. At minimum, parking shall be provided in the ratio of one (1) space for each staff member. (Staff member may include paid employees, volunteers, and needed service providers) Parking shall be off-street and on-site.
4. **Bicycle Parking.** The shelter shall provide bicycle parking per Section 17.68.070, Bicycle Parking.
5. **Size and Location of Exterior and Interior On-Site Waiting and Client Intake Areas.** Emergency shelters shall provide 10 square feet of interior waiting and client intake space per bed. In addition, there shall be two offices or cubicles for shelters with fewer than 20 beds. For every additional bed, there shall be an additional 0.1 office, rounded up. At least 25 percent of the offices, rounded up, shall be private. Waiting and intake areas may be used for other purposes as needed during operations of the shelter.
 - a. At least one enclosed or screened waiting area must be provided within the premises for clients and prospective clients to ensure that public sidewalks or private walkways are not blocked or used as queuing or waiting area.
 - b. Any exterior waiting area shall provide consideration for shade, seating, and cover for rain.
6. **Provisions of On-Site Management and Safety.**
 - a. On-site management shall be present at all times that the emergency shelter is in operation.
 - b. The Facility shall have on-site security during all hours when the shelter is in operation.
 - c. Facilities shall provide secure areas for personal property, which shall be screened from public view.
 - d. Service providers shall establish standards for responding to emergencies and incidents expelling clients from the facility. Re-admittance policies for clients who have previously been expelled from the facility shall also be established.
 - e. Service providers shall maintain up-to-date information and referral sheets to give clients and other persons who cannot be served by the establishment.
 - f. Service providers shall establish affirmative measures to discourage loitering at the facility and surrounding properties.

- g. Service providers shall provide the City with 24/7 contact information for an individual with the authority to address operational or emergency issues. Staff must be on hand and clearly identifiable in the event that response is needed by Public Safety personnel.
 - h. Staff members shall be clearly identifiable to the public, clients and emergency personnel through the use of badges, uniforms, or other identifying measures.
 - i. Prior to the operation of the emergency shelter and annually thereafter, the shelter shall prepare and file a management plan with the Community Development Department that discusses operational rules and standards, including, but not limited to, standards governing client supervision, client services, food services, and maintenance of surrounding property, and outline all security measures to be taken on site. The plan shall also include a floor plan that demonstrates compliance with the physical standards required by this Section.
- 7. **Length of Client Stay.** Temporary shelter shall be available to residents for no more than six months (180 days) in any consecutive 12-month period.
- 8. **Lighting.** Adequate external lighting shall be provided on pedestrian pathways and parking lot areas for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of intensity compatible with the neighborhood.
- 9. **Overnight Service Facilities.** In addition to the Standards in subsections A through H above, all emergency shelters and facilities that provide overnight service are also subject to the following:
 - a. **Hours of Operation.** A curfew no later than 10:00pm shall be established and strictly enforced. Clients shall not be admitted after curfew, with exceptions allowed for client work schedules, special event attendance, and after hours' admittance of clients by organizations or public officials.
 - b. **Screening.** Any outdoor storage, including, but not limited to, items brought on-site by clients for overnight stays, shall be screened from public view in accordance with the requirements of the zone in which the facility is located. All structures and fences shall be consistent with the standards of this Code.
 - c. **On-Site Management.** The following are considerations for overnight emergency shelter management:
 - i. A minimum of one staff member shall be awake and on-duty, plus one additional staff or volunteer, on-premises when the facility is open. Facility staff shall be trained in operating procedures and safety plans. The facility shall not employ persons who are required to register as a sex registrant under Penal Code Section 290.
 - ii. Service providers will continuously monitor waiting areas to inform prospective clients whether they can be served within a reasonable

time. If they cannot be served by the provider because of time or resource constraints, staff shall make information available to the client of alternative programs and locations where they may seek similar service.

- iii. Service providers shall address when, where, and how often food services, laundry facilities, and access to transportation will be provided to clients.

- 10. **Optional Common Facilities.** The shelter may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:

- a. Recreation room.
- b. Counseling center.
- c. Child care facilities.
- d. Other support services.

- 11. **Low Barrier Navigation Centers.** A Low Barrier Navigation Center (LBNC) is a use allowed by right in areas zoned for mixed use and non-residential zones permitting multi-family uses, if it meets the following requirements. Applicants applying for consideration as a LBNC shall provide documentation verifying qualification for the designation.

- a. **Connected Services.** It offers services to connect people to permanent housing through a services plan that identifies services staffing.
- b. **Coordinated Entry System.** It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
- c. **Code Compliant.** It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- d. **Homeless Management Information System.** It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.
- e. In addition to the standards in Subsections 17.84.170.A-D above, that apply to all emergency shelters, facilities that are qualified as Low Barrier Navigation Centers are also subject to the following:

- i. In accordance with California Government Code Section 65943, action on an application shall be taken within 60 days of a complete application being filed.
 - ii. As a low barrier facility, the following shall not present barriers to entry to a facility:
 - (1) The presence of partners if it is not a population specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
 - a) Pets. (Applies to small animals (dog/cat) that are manageable and do not pose a public safety hazard) to clients, staff, or other public).
 - b) The storage of possessions.
 - c) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.
- 12. The design of the shelter shall comply with the City's community design standards.

17.84.180 Firearms Sales (New)

- A. **Applicability.** This Section applies to all uses that conduct retail sale, manufacture, or repair of firearms.
- B. **Location.** All uses that conduct retail sales, manufacture or repair of firearms shall be:
 - 1. Located a minimum of 1,000 feet from another firearm sales use.
 - 2. Located a minimum of 500 feet from all of the following uses:
 - a. Schools;
 - b. Parks and recreation facilities;
 - c. Community centers;
 - d. Libraries;
 - e. Youth organizations; and
 - f. Day care centers.
- C. **Design Standards.**
 - 1. Exterior areas shall be well lit and include video surveillance;
 - 2. Bars on windows are prohibited; and
 - 3. Advertising and signage on clear windows and doors shall be placed so that law enforcement personnel have clear and unobstructed view of the interior.
- D. **Operational Requirements.**
 - 1. All establishments shall hold and maintain all applicable licenses and permits with the State Department of Justice; and

2. A security plan shall be provided for review and approval by the Director and Chief of Police.

17.84.190 Hazardous Waste Management Facilities (New)

All hazardous waste management facilities, except household hazardous waste collection centers authorized by the City and the Fresno County Health Department, shall be located, developed, and operated in compliance with applicable Federal and State laws and regulations, as well as the following:

- A. **Application Content.** Applications for hazardous waste management facilities shall include the following:
 1. **Site Plan.** A detailed site plan depicting all buildings, land uses, storage areas, parking areas, driveways, internal and surrounding traffic circulation. Occupancy type and rating for each building or structure shall be identified.
 2. **Best Management Practices.** Demonstrate and certify that they are minimizing the generation of hazardous waste through the use of the best available technology within their manufacturing, and/or product development processes. Applicants shall also demonstrate and certify that facilities will be using the best available control technology in minimizing air emissions and processing hazardous waste. Such demonstration and certification shall be provided prior to the issuance of any Building Permit or other land use entitlement.
 3. **Waste Characteristics and Capacity.** Identify the amounts (in tons) and types of hazardous waste to be treated and stored; the duration of stored waste on the facility site and the ultimate destination of the waste. The owner-operator shall make this information available on a yearly basis to the City of Fresno. If the application is for a transfer station the applicant shall identify the capacity of the facility to store each type of waste stream, service area(s) of the facility and ultimate disposition of the waste.
 4. **Air Quality Analysis.** An analysis of all anticipated air quality impacts and proposed mitigation measures. The hazardous waste facility shall comply with all applicable State and federal laws as well as all rules and regulations of the San Joaquin Valley Air Pollution Control District.
 5. **Risk Assessment.** A risk assessment which analyzes in detail all probabilities of accidents or spills at the site, including transportation related, or accidents from the point of origin to the facility, and any other risk assessment requested by either the City Manager, Director, Fire Chief, or the City Council. Such analyses shall identify mitigation measures to reduce the identified risks. The risk assessment shall identify the most probable routes for transporting hazardous wastes to and from the facility.
 6. **Emergency Response Plan.** An Emergency Response Plan that indicates at a minimum:
 - a. That the proposed plan is consistent with any and all applicable County and regional Emergency Response Plans and all City, County, State and federal regulatory requirements regarding Emergency Response Procedure.

- b. Detailed procedures to be employed at the time of emergency for each type of chemical substances utilized including contingency procedures.
 - c. Anticipated impacts on local fire, police, and medical services.
 - d. Names, home, and business addresses, and home and business telephone numbers of all management personnel at the facility, if known, and a detailed description of uncontrolled release and emergency situation reporting procedures.
- B. **Flooding Information.** An analysis of the potential of flooding on the site. Note residual repositories are prohibited in areas of special flood hazards as depicted by FEMA Flood Hazard Maps.
- C. **Traffic Analysis.** Applicants shall submit a traffic analysis which addresses, at a minimum, vehicle-truck trips, effects on nearby intersections, and any special characteristics of the project site. Applicants shall also identify the most likely transportation routes within the city and the county.
- D. **Closure Plan.** The owner or operator of a hazardous waste facility shall, prior to any local land use decision, submit a written Closure Plan to the Fresno County Health Department. The Closure Plan shall be approved the Fresno County Health Department. All revisions to such Closure Plans shall also be submitted to the Fresno County Health Department.
- E. **Safety.** The owner/operator shall demonstrate that the separation between the hazardous waste facility and residential areas is adequate to protect the health, safety, welfare, and property values of residents.
- F. **Monitoring.** At minimum, hazardous waste facilities are subject to the following monitoring requirements:
 - 1. Upon reasonable notice, and for the purpose of ensuring compliance with all standards, conditions, and other requirements which the City is authorized to enforce under its police power, City Officials or their designated representatives may enter the premises on which a hazardous waste facility permit has been granted.
 - 2. The owner or operator of a facility shall report yearly to the Fresno County Department of Health, Environmental Division the amount, type, and disposition of all wastes processed by the facility. Included in the report shall be copies of all manifests showing the delivery and types of hazardous wastes and include a map showing the exact location (coordinates and elevation) of quantities and types of materials placed in repositories or otherwise stored or disposed of on-site.
 - 3. The owner or operator of a hazardous waste facility shall immediately send copies of all complaints as to facility operations and copies of all inspection reports made by other local, State, or federal agencies to the Fire Chief and City Engineer.
 - 4. Owners/Operators of all facilities shall prepare and submit an Annual Emergency Response Preparedness Report to the Fire Department and all other local emergency response agencies. Such report shall be signed by all management personnel at the facility and each person at the facility who has emergency response responsibilities.

5. Owners/Operators of all facilities shall submit an annual Air, Soil, and Groundwater Monitoring Report to the City Engineer.
- G. **Modifications.** Any modifications of the types and quantities of hazardous waste to be managed at the facility which were not included in the approved application for a Conditional Use Permit shall be approved by the Fire Chief and City Engineer before such modifications occur at the facility.
- H. **Contingency Plan.** Every hazardous waste facility shall have a contingency operation plan approved by the California Department of Health Services. A copy of the contingency plan shall be maintained at the facility and sent to the Police Department, Fire Department, Engineering Division, and the County Department of Environmental Health.
- I. **Financial Assurance.** Prior to issuance of an "Occupancy Permit" to begin the use of a hazardous waste facility, the applicant shall show proof that it has met all of the financial responsibility requirements imposed by the California Department of Health Services and any other federal or State agency.
- J. **Indemnification.** The applicant agrees to indemnify, defend, and render harmless the City, and its City Council and all officers, employees, and agents of the City against and from all claims, actions, and liabilities relating to the land use decision or arising out of the operation of the facility.
- K. **Enforcement.** All costs of compliance with this Code shall be borne by the facility owner/operator. The City shall employ any and all methods permitted by law to enforce this Code.
- L. **Maintenance.** The owner/operator shall keep all equipment and buildings in good repair and shall employ technological advances as may be required by the California Department of Health Services, San Joaquin Valley Air Pollution Control District, or U.S. Environmental Protection Agency.
- M. **Findings.** The following findings shall be made in writing prior to making a land use decision which will allow the siting of a hazardous waste facility project:
 1. The project is consistent with the General Plan.
 2. The project will not be detrimental to the health, safety, general welfare, or property values of the community or nearby residents.
 3. The project will not significantly reduce incentives for waste minimization by hazardous waste generators.
 4. There are adequate City services available to service the project.
 5. The project has met or exceeded each requirement of this Code.
 6. Any potential impacts identified in the CEQA analysis may be adequately mitigated.

17.84.200 Home Occupations and Cottage Food Operations

- A. **Purpose.** Home occupations and cottage food operations (CFOs) provide the following benefits:

1. Permit home occupations as an accessory use in a dwelling unit.
 2. Allow residents to operate small businesses in their homes, under certain specified standards, conditions, and criteria;
 3. Act as “incubators” for small business, which leads to increased commercial activity as businesses grow; and
 4. Encourage telecommuting, and reduced vehicle use;
 5. Ensure that occupations are compatible with, and do not have an adverse effect on, adjacent and nearby residential properties and uses;
 6. Ensure the livability of residential areas and the general welfare of the community.
- B. **Applicability.** This Section applies to all residential units and properties in the City regardless of their zoning designation. It does not apply to Family Day Cares, which are regulated separately in Section 17.84.150.
- C. **Zoning Clearance Required, Not Transferable.** A Zoning Clearance is required for each home occupation, pursuant to Section 17.100.030, Zoning Clearance. A zoning clearance to conduct a home occupation at a particular address is not transferable from one party to another, nor may the type of business be modified. A new Zoning Clearance must be obtained for each new home occupation.
- D. **Operational and Performance Standards.**
1. **Accessory Use Only.** The use of the dwelling for home occupation shall be clearly incidental and subordinate to its use for residential purposes.
 2. **Residential Appearance.** There shall be no outward appearance of the home occupation. The residential appearance of the unit within which the home occupation is conducted shall be maintained.
 3. **Location.** All home occupation activities shall be conducted entirely within the residential unit, or within a garage that is reserved for the residential unit. When conducted within a garage, the doors thereof shall be closed, and the area occupied shall not preclude the use of required parking spaces.
 4. **Maximum Size Per Residence.** The home occupation may be conducted in the principal dwelling or accessory structures on the subject property; provided, that the area does not exceed 25 percent of the total livable area or 500 square feet (including inside storage areas), whichever is less.
 5. **Structural or Design Modifications.** There shall be no external alteration of appearance to the dwelling or accessory structure in which a home occupation is conducted which would indicate a business use. Garage conversions for purposes of the home occupation are prohibited.
 6. **Number of Home Occupations.** In no case shall more than two home occupations be conducted on a single site, and where there are two permitted, the standards of this Section apply to each residence and not separately to each home occupation (e.g. only

- one vehicle related to the home occupations will be permitted on site and the maximum size per residence shall not be increased).
7. **Owner Approval.** Renters must obtain written approval of the property owner prior to operating a home occupation. This written approval shall be submitted with the business license application. The home occupation business shall terminate upon withdrawal of said approval by the property owner.
 8. **Employees.** A home occupation may employ one full-time equivalent employee other than the residents of the dwelling. All work conducted by employees shall be conducted completely within the home or garage.
 9. **Clients/Patrons.** No customer or client visits are permitted except for personal instruction services (e.g., musical instruction or training, art lessons, academic tutoring). The combined number of clients/patrons that can attend the residence is limited to no more than one per hour, with a maximum of eight per day. There may be no more than three clients/students at any one time. Clients/students hours of arrival and/or departure shall be staggered as to not disrupt the surrounding properties.
 10. **Hours of Operation.** Home occupation businesses may only be conducted between the hours of 8:00 a.m. to 8:00 p.m., seven days per week. No patrons shall be received outside of these hours.
 11. **Number of Vehicles.** Only one vehicle, owned by the operator of the home occupation, and not to exceed one ton in capacity, may be used by the operator in conjunction with the home occupation.
 12. **Commercial Vehicles and Attachments.** One commercial vehicle (one ton or less) may be parked on site. No attachments of equipment, machinery, or trailers used for business purposes shall be permitted either on the vehicle or on the site is within public view from the public right-of-way of neighboring properties.
 13. **Direct Sales Prohibition.** Home occupations involving the display or sale of products or merchandise are not permitted from the site except by mail, telephone, Internet, or other mode of electronic communication, unless permitted per Cottage Food Preparation as provided in subsection F.
 14. **Advertising on Vehicles.** Not more than one vehicle advertising a home occupation shall be permitted.
 15. **Deliveries.** Deliveries other than standard parcel services are prohibited.
 16. **Signs.** Signs association with home occupations are prohibited, as established in Chapter 17.72, Signs.
 17. **Storage.** Storage of materials, goods, supplies or equipment related to the operation of a home occupation shall not be visible. Storage must be enclosed within a building. Storage must comply with the current edition of the Uniform Building Code and Uniform Fire Code.
 18. **Showrooms.** Showrooms or other display arrangements shall be prohibited.

19. **Equipment.** No mechanical equipment shall be used that creates visible or audible interference outside the dwelling unit or that creates noise, odor, glare, smoke, dust or hazardous conditions not normally associated with residential uses.
 20. **Health Hazards.** No home occupation shall be detrimental to the public health, safety or welfare. Such prohibited uses include those which involve the use of hazardous materials and uses which entail the harboring, training or raising of animals beyond the standards of Section 17.84.080, Animal Keeping.
 21. **Nuisances.** No equipment or process shall be used in a home occupation which creates noise, vibration, glare, fumes, odor, electrical interference or visual blight, and/or which constitutes a nuisance as defined by the City's nuisance ordinance.
 22. **Access for Inspection Purposes.** The City may, at all reasonable times during regular business hours, enter the premises for the purpose of inspection to determine whether the home occupation is in compliance with the conditions of this Section.
 23. **Other Applicable Regulations.** Home occupations shall comply with provisions of health code requirements, relevant Uniform Building Codes, applicable regulations of the Alcohol, Tobacco, and Firearms Division of the Federal Department of Treasury, and all other applicable federal, state or local regulations.
- E. **Prohibited Uses.** A home shall not be used for the following:
1. The use of hazardous materials of a type or quantity not normally associated with residential uses.
 2. Automobile related activities, including auto repair except for personal vehicles;
 3. Small engine repair, including lawn mowers and chainsaws. Woodworking and other similar uses shall be confined to noncommercial, hobby-type related activities.
 4. Adult businesses;
 5. Animal boarding, care, training, breeding, raising or grooming, or veterinary services;
 6. Automotive/vehicle sales with any on-site storage or sale of vehicles.
 7. Barber, Beauty, nail salon, with multiple stations. With the exception that a single station is permitted with visits made by appointment for a technician who is certified by the State of California and meets all applicable licensing requirements.
 8. Commercial food preparation, food handling, processing, or packaging, other than Cottage Food preparation;
 9. Contractors storage yards;
 10. Firearms manufacture, sales or repair;
 11. Carpentry and cabinet making business;
 12. Hotel/motel;
 13. Junkyards;
 14. Marijuana Distribution

15. Massage establishments, except for a massage technician who is certified by the State of California and meets all other applicable requirements and holds a valid permit issued under Chapter 5.20, Massage Establishments.
16. Medical and dental offices, clinic, and laboratories;
17. Mini-storage
18. Mortuaries
19. Pharmacies;
20. Print shops/Copy centers;
21. Restaurant;
22. Retail Sales;
23. Tanning Salon;
24. Tattoo studios;
25. Towing Service;
26. Welding, metal working and machining businesses;
27. Yoga/spa retreat center; and
28. Other uses the Director determines to be similar to those listed above, or which by operation or nature are not incidental to or compatible with residential activities

F. **Cottage Food Operations.** A cottage food operation shall obtain an annual registration or annual permit to operate through Yolo County Environmental Health Services prior to commencing operations. Yolo County Environmental Health Services shall review for compliance with the provision of State law related to cottage food operations as described below and as subject to periodic amendment by the State:

1. A "Class A" cottage food operation is a cottage food operation that may engage only in direct sales of cottage food products from the cottage food operation or other direct sales venues described in paragraph below.
2. "Class B" cottage food operation, which is a cottage food operation that may engage in both direct sales and indirect sales of cottage food products from the cottage food operation, from direct sales venues described in paragraph (4) of subdivision (b), from offsite events, or from a third-party retail food facility described in paragraph (5) of subdivision (b).

G. **Exemptions.** Day care facilities for 12 or fewer persons shall be exempted from this Section.

H. **Fees.** Applicants for new or renewed home occupations/business licenses shall pay all appropriate fees pursuant to the City fee schedule.

I. **Penalties.** Any violation of the provisions of this Section shall be subject to enforcement under the applicable provisions of the City's nuisance ordinance.

17.84.210 Hookah Lounges (New)

Hookah Lounges shall be located a minimum 1,000 feet from any other such establishment, public park, child day care, or school and a minimum 500 feet from any Residential zone.

17.84.220 Indoor Warehousing, Distribution

- A. **Purpose.** Warehousing functions to allow the safe storage of goods within a building. The primary function is storage rather than the delivery or distribution of materials, except on a limited basis.
- B. **Establishment.** Indoor warehousing shall be allowed as accessory to a primary use such as manufacturing or to allow storage of pre-packaged agricultural products.

17.84.230 Live/Work (New)

- A. **Establishment.** Live/work units may be established through the conversion of existing buildings or by new construction, as allowed in the base zone district.
- B. **Design.** Live-work units are flexible in their use and configuration. Four typical models of live-work units are described below:
 - 1. *The Live-Within Type* has a workplace and living area completely overlapping, such that the demarcation line can be adjusted continuously and on a daily cycle. This is suitable as a business incubator, with double functioning spaces.
 - 2. *The Live-Above Type* has the workplace below the residential quarters. The separation between the two functions is complete, allowing the commercial section to be independently leased out for limited use.
 - 3. *The Live-Behind Type* has the workplace in front of the residential quarters, thereby liberating the rear part of the lot for a conventional house. The demarcation between the two uses is complete, allowing the workspace to be leased to a separate entity for limited use.
 - 4. *The Live-in-Front Type* is a single-family house where the workplace is typically behind the living quarters, along a rear alley. The house is intended to be fully compatible with a conventional house, with freestanding work quarters suitable for restricted uses. The demarcation between the two uses is adjustable to changes in the family life.
- C. **Uses.**
 - 1. The commercial component of live/work units are intended for use by the following occupations: accountants, architects, artists and artisans, attorneys, computer software and multimedia related professionals, consultants, engineers, fashion, hair stylists, home-based office, one-on-one instructions. The Director may authorize other uses that may be permitted or conditionally permitted in the base district, using reasonable discretion, as long as such other uses are not precluded by law.

2. In order to protect the health and safety of persons who reside in a live-work unit or in a building which contains one or more live-work units, no work activity shall be permitted nor shall any live-work unit be established on any site that contains those uses which the Director finds would, by virtue of size, intensity, hours of operation, number of employees or the nature of the operation, have the potential to adversely affect others living or working in or nearby the live-work development by reason of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or would be hazardous by way of materials, process, product or wastes.
3. The uses as designated and approved on a floor plan shall remain and may not be converted (commercial may not be converted to residential and residential may not be converted to commercial).
4. All work must be conducted inside the building, and the commercial activity may not be conducted in the yard.
5. Signage intended to promote on-site commercial uses shall be restricted to two square foot signs permanently affixed to door or wall of the business component;
6. Signage shall be developed in accordance with a master sign plan for the overall development site.

D. Location and Size.

1. A live work unit is typically a single unit, (e.g. studio, loft, one bedroom) consisting of both a commercial/ office and residential component. Adequate and clearly defined working space constituting no less than 40 percent of the gross floor area of the live/work unit is required.
 - a. The working space must be reserved for and regularly used by one or more live/work unit residents.
 - b. At least 40 square feet of usable open space shall be provided for each live/work unit. With the exception of in the Downtown zones, where none is required.
2. Residential units are permitted above the commercial component, to the side or in back of the business component, provided that there is internal access between the residential and commercial space.
3. For sites that are designated or developed as high density residential, non-residential uses may occupy up to one-third of the square footage of the building or buildings as long as residential use occupies two thirds or more of the site.

E. Performance Considerations.

1. The commercial use shall not generate vehicular traffic, in excess of normal residential traffic, which will interfere with residential traffic circulation or shall not cause more than three vehicles including vehicles used by customers, vendors, or delivery services to visit the premises per day.
2. The live/work unit shall be required to provide parking in accordance Chapter 17.76, Performance Standards.

3. No more than one employee (excluding residents of the dwelling unit) shall work or report to work on the premises, and the employment of any persons who do not reside in the live/work unit shall comply with all applicable Building Code requirements.
 4. The commercial use shall not generate external noise, odor, glare, vibration or electrical interference detectable to the normal sensory perception by adjacent neighbors.
 5. No explosive, toxic, combustible or flammable materials in excess of what would be allowed incidental to normal residential use shall be stored or used on the premises.
 6. The commercial component shall not detract from, or otherwise be a nuisance to, the residential character or appearance of the dwelling units.
- F. **Business License.** At least one resident in each live/work unit shall maintain at all times a valid City Business License and Zoning clearance for a business on the premises.
- G. **Unit Rental and Sale.** No portion of a live/work unit may be separately rented or sold as a commercial space for a person or persons not living on the premises, or as a residential space for a person or persons not working on the premises.

17.84.240 **Manufactured Home Parks, RV/Trailer Parks, and Manufactured Buildings (Updated)**

- A. **Manufactured Home Parks.** Manufactured (Mobile) home parks shall be located, developed, and operated in compliance with the following standards, in addition to the requirements of Title 25 California Code of Regulations, Division 1 Housing and Community Development, Chapter 2, Mobilehome Parks and Installations:
1. **Permit Required.** A Conditional Use Permit is required.
 2. **Site Size.** The minimum size area for a manufactured home park shall be five acres.
 3. **Density.** The minimum number of manufactured homes within a manufactured home park shall be 50. The maximum density of a manufactured home park is established by zone regulations.
 4. **Minimum Setbacks.** All manufactured home parks within a manufactured home park development shall be setback from perimeter property lines consistent with the required setbacks of the underlying base zone.
 5. **Landscaping.** Landscaping pursuant to Section 17.64.040, Landscaping, shall be provided.
 6. **Fencing and Perimeter Walls.** A Manufactured Home park shall be enclosed by a solid decorative masonry wall, erected and maintained in the following areas:
 - a. Along the property side of the streetscape setback.
 - b. Along all interior property lines, except the area within the required street side setback and any area used for pedestrian or vehicle access; and

- c. Along all property lines adjoining another private property.
- 7. **Pedestrian and Bicycle Internal Circulation.** A Manufactured Home Park shall be designed such that there is an internal pedestrian walkway from the homes to any open space, club house, and project entry and exits. Safe bicycle access shall be provided throughout the site.
- 8. **Internal Roadways.** A Manufactured Home Park shall be designed such that access to public roads is provided to the satisfaction of the Community Development Department, and consistent with applicable standards in Chapter 17.68, Parking and Loading.
 - a. Minimum width. All roadways shall have a minimum width of 24 feet from curb to curb.
 - b. Paving. All access roads, defined here as all roadways between points of ingress and egress to and from the manufactured home park to public roads, shall be paved.
 - c. Design. Roadways shall be designed so that each living unit lot shall front upon a roadway within the development and provide convenient and reasonable traffic circulation. All circulation roads within a manufactured home park shall comply with the following standards.
 - i. Roads shall be suitable for all utility, fire, and service vehicles;
 - ii. Roads shall be graded so there will be no depressions in which surface water will accumulate and remain;
 - iii. Roads shall be sloped to provide proper storm drainage run-off by means of surface or subsurface drainage facility; and
 - iv. Roads shall be maintained to avoid excessive dust.
- 9. **Off Street Parking.**
 - a. One-way, one lane roadways.
 - i. Parking shall be prohibited on one-way, one-lane roadways less than 24 feet in width.
 - ii. Where parking is permitted on one side of the roadway, the roadway shall be a minimum of 24 feet in width.
 - iii. Where parking is permitted on both sides of the roadway, the roadway shall be at least 34 feet in width.
 - b. Two-way, two lane roadways.
 - i. Parking shall be prohibited on two-way, two-lane roadways less than 34 feet in width.
 - ii. Where parking is permitted on one side of the roadway, the roadway shall be a minimum of 34 feet in width.

- iii. Where parking is permitted on both sides of the roadway, the roadway shall be at least 44 feet in width.
- 10. **Improvement of Existing Manufactured Home Parks.** Upon the receipt of an application for the enlargement or extension of a manufacture home park in existence prior to adoption of this Code the Planning Commission may modify the requirements of this Section to the extent otherwise consistent with applicable law; provided that doing so will result in an overall improvement in the design standards of the existing park.

B. RV/Travel Trailer Parks.

- 1. **Minimum Setbacks.** All parking or camp spaces shall be setback from perimeter property lines consistent with the required setbacks of the underlying base zone.
- 2. **Landscaping.** Landscaping pursuant to Section 17.64.040, Landscaping, shall be provided.
- 3. **Fencing and Perimeter Walls.** An RV/Travel Trailer park shall be enclosed by a solid decorative masonry wall, erected and maintained in the following areas:
 - a. Along the property side of the streetscape setback.
 - b. Along all interior property lines, except the area within the required street side setback and any area used for pedestrian or vehicle access; and
 - c. Along all property lines adjoining another private property.
- 4. **Pedestrian and Bicycle Internal Circulation.** An RV/Travel Trailer Park shall be designed such that there is an internal pedestrian walkway from the homes to any open space, club house, and project entry and exits. Safe bicycle access shall be provided throughout the site.
- 5. **Internal Roadways.** An RV/Travel Trailer Park shall be designed such that access to public roads is provided to the satisfaction of the Community Development Department, and consistent with applicable standards in Chapter 17.68, Parking and Loading. The requirements provided in Subsection 17.84.240.A.8 above shall apply.
- 6. **Parking.** The requirements provided in Subsection 17.84.240.A.9 shall apply.
- 7. Toilets and lavatories for the exclusive use of the occupants shall be provided on the basis of one toilet for each sex, for each 15 spaces or fraction thereof.
- 8. A recreational vehicle shall not be located closer than three feet from a property line or lot line.
- 9. Each space in a travel trailer park shall have direct access to a roadway.
- 10. All travel trailer parks shall conform to the provisions of the Manufactured home Parks Act, Title 25, California Administrative Code.
- 11. A Conditional Use Permit is required.

C. Manufactured or Modular Homes in Residential Zones.

1. **Standards.** A manufactured or modular home shall be allowed provided it:
 - a. Is to be occupied only for residential purposes.
 - b. Conforms to all of the residential use development standards for single-family structures applicable to the zone including, but not limited to, building height, access, setbacks, open space, and parking.
 - c. Is certified under the National Manufactured Housing Constructed and Safety Standards Act of 1974 and has been constructed after June 15, 1976.
2. **Compatibility.** A manufactured or modular home shall be compatible in design and appearance with residential structures in the vicinity and shall meet the following standards:
 - a. A manufactured or modular home shall be built on a permanent foundation system approved by the Building Official.
 - b. Each manufactured home shall have been manufactured within 10 years of the date of issuance of a permit to install the manufactured home and shall be certified under the National Manufactured Home Construction Safety Act of 1974.
 - c. It is a double-wide or larger multi-sectional unit with a minimum width of 20 feet.
 - d. It is covered with an exterior material commonly found on new conventionally-built residential structures in the surrounding area such as stucco, wood, brick, or stone. Metal siding if used, shall be nonreflective and horizontally lapping.
 - e. The exterior covering material shall extend to the ground. If a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.
 - f. The roofing material is composition shingles or other materials commonly found on conventionally-built residential structures in the surrounding area.
 - g. The roof has a pitch of not less than two (three)? inches of vertical rise for each 12 inches of horizontal run or what is commonly found on conventionally-built residential structures in the surrounding area.
 - h. The roof has eaves and gable overhangs of not less than one foot measured from the vertical side of the mobile home or what is commonly found on conventionally built residential structures in the surrounding area. The overhang requirement may be waived at the point of connection where an accessory structure is attached to the manufactured home.
 - i. It has an enclosed garage or a carport if either is commonly found with new conventionally-built structures in the surrounding area. Otherwise a minimum of two paved off-street parking spaces located behind the building setback line is required.

- j. The finish floor is a maximum of 24 inches above the exterior finish grade of the lot measured at the foundation.
- k. Residential fire sprinklers shall be designed and installed per NFPA 13D, as described in 8.20.040 of the Woodland Municipal Code.

D. Commercial Modular Buildings.

1. **General Requirements.** Commercial Modular Buildings generally fall under two categories: permanent modular or temporary modular, both of which shall collectively be referred to as “Modulars” for this Section.
 - a. Permanent Modular buildings are usually considered real property, built to the same codes as conventional buildings.
 - b. Temporary Modular buildings are commonly considered personal property or equipment and are not permanently affixed to real estate. Temporary Modular buildings are often used as sales offices, classrooms, or for healthcare services.
2. **Government Owned Property.** City-owned sites (e.g., parks) and buildings used during construction as either offices or to temporarily house offices are excepted from this Section.
3. **Underlying districts.** The underlying base zone standards shall apply to Modular buildings, including, but not limited to, building height, access, setbacks, open space, parking requirements, etc., or operative plan if applicable.
4. **Location.**
 - a. Buildings may be installed on industrial, commercial, and residential districts that are developed with non-residential districts.
 - b. Buildings shall not be the primary building on the site.
 - c. Buildings may not be visible from arterial streets.
5. **Design Criteria.**
 - a. Permanent Modular Buildings shall be reviewed similar to buildings that employ conventional building techniques.
 - b. Temporary Modular buildings shall be compatible in design and appearance with structures in the vicinity and shall meet the following standards:
 - i. *Foundation.* A building shall be built on a permanent foundation system approved by the Building Official.
 - ii. *Date of Construction.* Temporary Modular buildings shall have been manufactured within 10 years of the date of issuance of a permit to install the building on the site.
 - iii. *Roof Overhang.* The roof overhang shall not be less than 12 inches around the entire perimeter of the Temporary Modular building as measured from the vertical side of the home. The overhang

requirement may be waived at the point of connection where an accessory structure is attached to the building.

- iv. *Roof Material.* Roof material shall consist of material customarily used for conventional buildings, such as tile or composition shingles. If shingles are used, the pitch of the roof shall be not less than three inches vertical to 12 inches horizontal.
- v. *Siding Material.* Siding material shall consist of exterior material customarily used for conventional buildings, such as stucco, wood, brick, stone or decorative concrete. Metal siding, if utilized, shall be non-reflective and horizontally lapping. Siding material utilized as skirting shall be the same as the material used on the exterior wall surface of the building.
- vi. *Skirting.* The unit's skirting shall extend to the finished grade.
- vii. *Building Orientation.* The building, including the primary entrance, shall face the street
- viii. *Landscape and Screening.* Commercial modular buildings are subject to the standards of Chapter 17.68, Parking and Loading, and Chapter 17.70, Screening Standards.

17.84.250 Mobile Vendors (New)

A. **Location.**

- 1. All activities must be conducted entirely on private property and wholly within an approved vehicle.
- 2. Mobile vendors may only operate in non-residential zones.

B. **Alteration of Site Prohibited.** Mobile vendors shall not permanently alter the character or physical facilities of the property where they occur.

C. **Number.** The maximum number of Mobile Vendor Vehicle permits that may be issued shall be subject to Woodland Municipal Code Section 10.20.060.D. No more than one mobile vendor per lot shall be permitted and shall be at least 1,000 feet from any other mobile vendor.

D. **Parking.** Mobile vendors shall not:

- 1. Park or be located within 20 feet of a fire hydrant or public safety alarm box.
- 2. Obstruct any walkways, drive aisles, sidewalks or path of travel.
- 3. Park on any unimproved (unpaved) surface.
- 4. Displace more than three non-residential parking spaces for a maximum of four hours per day per parking lot, provided that no more than 10 percent of the total number of parking spaces on site are displaced.

E. **Duration of Stay.**

1. Mobile vendors that are present fewer than 14 days in a calendar year, or which never stop in one location for longer than 30 minutes shall not be required to obtain a Mobile Vendor Permit (see WMC 10.20.040).
2. Mobile vendors that are present 14 days in a calendar year or more, or that remain in one location must obtain a Mobile Vendor Vehicle Permit and be subject to Zoning Administrator review.
3. Mobile vendors that present for a special event of limited duration shall be approved through a Special Events Permit. See Section 10.20.020 of the Municipal Code.

F. **Allowed Vehicles.** Operations shall only be conducted from a motor vehicle, or vehicle with a trailer consistent with State law and County Health Department approvals.

G. **Permit Requirements.** Mobile vendors that require a Mobile Vendor Vehicle Permit shall be subject to the application requirements, Chapter 10.20 of the Municipal Code, and the following findings:

1. The Mobile Vendor Vehicle permit is in conformance with the General Plan and Zoning Code.
2. The Mobile Vendor Vehicle will locate on property that is improved and will be accessory to the primary permitted use that has a valid business license, and shall not be located on vacant, unimproved property.
3. Adequate utilities, access, drainage, sanitation, and other necessary facilities are provided on the proposed site in a safe and secure manner. The City's Traffic Engineer and Fire Marshall shall review and must approve a location prior to installation/operation.
4. The Mobile Vendor Vehicle has obtained all permits and authorization and approval from all applicable County and State agencies to operate as proposed and shall have an approved Bathroom Location agreement and an approved commissary location and agreement, subject to Zoning Clearance.
5. The Mobile Vendor Vehicle and use will not be detrimental to the public health, safety, and welfare or create a nuisance.

H. **Annual Renewal.** Mobile Vendor Vehicle Permit is valid for one year from the date of approval and must be renewed annually. A permittee may apply for a Mobile Vendor Vehicle Permit renewal by submitting to the Director at least 30 calendar days before the expiration of the permit, a renewal application and a non-refundable renewal fee. Failure to timely submit a renewal application prior to expiration shall result in permit expiration, and an application for a new permit shall be required.

1. The Director shall either approve or deny the renewal of the permit within 30 calendar days of receipt of the complete application.
2. The renewal application shall be on a form approved by the Director. The Director is authorized to establish procedures and guidelines to process Mobile Vendor Vehicle Permit renewal applications.

3. The Director shall approve the renewal of a permit if he or she finds that the circumstances existing during the term of the permit and during the review period of the application for renewal are consistent with all of the findings required for approval of a new permit specified in Section 17.84.250.G above, and that no permittee or interested party of the Mobile Vendor Vehicle has committed, permitted, or failed to prevent violations of the Municipal Code, or any license or permit condition, during the preceding permit term.
- I. **Nuisance.** Mobile vendors shall be responsible for keeping the area clean of any litter or debris and shall provide trash receptacles for customer use on site. No vendor shall ring bells, play chimes, play an amplified musical system, or make any other notice to attract attention to its business while operating within City limits. The use of prohibited or unpermitted signs for mobile food vendors is not allowed.
- J. **Automobile/Vehicle Services.** Automobile/vehicle services are prohibited as mobile vendors except car washing and windshield repair conducted in compliance with applicable stormwater control requirements.
- K. **Other.** Any reasonable conditions the Director or Zoning Administrator deems necessary to ensure compliance with the purposes of the zone and to make the findings required based on the permit required, the information contained in the application, public records, and/or recommendations from departmental staff.

17.84.260 Non-Traditional Financial Institutions (New)

- A. **Purpose and Applicability.** The purpose of this section is to establish specific site planning, development, and/or operating standards for nontraditional financial institutions such as loan shops and check cashing businesses. The development standards of this Section shall apply to all non-traditional financial institutions in the City, unless specified otherwise.
- B. **Location Standards.** All new nontraditional financial institutions shall be located consistent with the following standards:
 1. Check cashing business shall be located on an arterial or higher classification of right-of-way.
 2. Located a minimum of 1,000 feet from another check-cashing establishment.
 3. Located a minimum of 500 feet from all of the following uses:
 - a. Schools;
 - b. Parks and recreation facilities;
 - c. Community centers;
 - d. Libraries;
 - e. Youth organizations; and
 - f. Alcoholic beverage sales, excluding restaurants and grocery stores/supermarkets.

- C. **Standards.** In addition to the development standards of the underlying zone, the following special standards apply to all nontraditional financial institutions (existing and new):
1. Operation of nontraditional financial institutions shall be limited from 7:00 a.m. to 7:00 p.m., daily.
 2. Management shall be responsible for the removal of litter from adjacent property and streets that results from the non-traditional financial institution (with adjacent property owner consent).
- D. **Security.** A security plan shall be provided for review and approval by the Director and Chief of Police. The plan shall provide for adequate security including partitions, surveillance, and building access considerations. Bars on windows are prohibited.

17.84.270 Outdoor Display, Sales, and Dining (New)

- A. **Temporary Outdoor Display and Sales.** The temporary outdoor display and sale of merchandise shall comply with Section 17.84.370, Temporary Uses, and Chapter 17.100.080, Temporary Use Permit.
- B. **Produce Displays.** The outdoor display of fresh produce associated with an existing Food and Beverage Retail Sales establishment on the same site is allowed, subject to the following standards:
1. The display shall not disrupt the normal function of the site or its circulation and shall not encroach upon parking spaces, driveways, or required landscaped areas or block pedestrian walkways.
 2. All produce shall be removed or enclosed at the close of each business day.
- C. **Permanent or Ongoing Outdoor Display and Sales.** The permanent or ongoing outdoor display of merchandise, except for automobile/vehicle sales and leasing requires Zoning Administrator Permit approval and shall comply with the following standards:
1. **Relationship to Main Use.** The outdoor display and sales area shall be directly related to a business occupying a primary structure on the subject parcel.
 2. **Allowable Merchandise.** Only merchandise sold at the business is permitted to be displayed outdoors.
 3. **Display Locations.** The displayed merchandise shall occupy a fixed, specifically approved and defined location and shall not disrupt the normal function of the site or its circulation and shall not encroach upon parking spaces, driveways, or required landscaped areas or block pedestrian walkways.
 4. **Display Appearance.** Merchandise displayed outdoors shall be kept in an orderly manner, on racks or shelves intended for the purpose of display and managed throughout the day to ensure displayed items remain neat and orderly. Clothing or other displayed items may not hung haphazardly off window trim or other storefront elements not intended for the purpose of displaying such items. Attention getting signage, not otherwise permitted, and posters are not permitted outdoors.

- D. **Outdoor Vending Machines Prohibited.** Outdoor vending machines other than those for the sale of newspapers are prohibited. Director may grant exceptions for specific vending machines such as those that dispense movies/DVDs, water, and/or online purchase pick up stations.
- E. **Outdoor Dining.** Outdoor dining and seating shall be located, developed, and operated in compliance with the following standards:
 - 1. **Accessory Use.** Outdoor dining and seating shall be conducted as an accessory use to a legally established eating and drinking establishment that is located on the same lot or an adjacent lot.
 - 2. **Hours of Operation.** The hours of operation are limited to the hours of operation of the associated eating and drinking establishment.
 - 3. **Parking.** Where an outdoor dining and seating area occupies less than 500 square feet, additional parking spaces for the associated eating and drinking establishment are not required. Parking shall be provided according to the required ratio in Chapter 17.68, Parking and Loading, for any outdoor dining and seating area exceeding 500 square feet as determined by Director.
 - 4. **Pedestrian Pathway.** A four-foot pedestrian pathway shall be maintained and unobstructed. If there is more than a four-foot-wide pathway provided, outdoor dining may be located outside of the required four feet.
 - 5. **Litter Removal.** Outdoor dining and seating areas shall remain clear of litter at all times.

17.84.280 Personal Cultivation of Cannabis

- A. **Purpose.** The purpose and intent of this Section is to regulate the personal cultivation of cannabis in a manner that protects the health, safety, and welfare of the community. This Section is not intended to interfere with a patient's right to medical cannabis, as provided for in California Health and Safety Code Section 11362.5, as it may be amended, nor does it criminalize medical cannabis possession or cultivation by specifically defined classifications of persons, pursuant to State law. This Section is not intended to give any person independent legal authority to grow cannabis; it is intended simply to impose zoning restrictions on the cultivation of cannabis when it is authorized by California State law for medical or other purposes.
- B. **Prohibited Locations.**
 - 1. Personal cultivation of cannabis, including by a qualified patient or primary caregiver, is prohibited outdoors.
 - 2. No person shall cultivate cannabis indoors in the City, except within a detached, fully-enclosed and secure secondary structure or primary residential structure that meets the requirements set forth in subsection C.
- C. **Indoor Cultivation.**

1. Any person within the City may cultivate cannabis inside of any residence or enclosed and secure secondary structure that meets certain requirements specified in the ordinance, consistent with state law that permits indoor cultivation of cannabis for medical and non-medical purposes.
2. All indoor personal cultivation of cannabis shall conform to the following minimum standards:
 - a. The cannabis is cultivated by either:
 - i. A qualified patient exclusively for their own personal medical use;
 - ii. A primary caregiver who cultivates, possesses, stores, manufactures, transports, donates, or provides medical cannabis exclusively for the personal medical purposes of no more than five specified qualified patients for whom they are the primary caregiver, but who does not receive remuneration for these activities except for compensation in full compliance with California Health and Safety Code Section 11362.765(c); or
 - iii. A person 21 years of age or older for that person's personal use, possession, processing, transporting, or giving away without any compensation whatsoever in accordance with this Section and State law, as applicable.
 - b. Indoor grow lights in any structure shall not exceed an aggregate of 1,200 Watts and shall comply with all applicable Building Code regulations. Gas products (including, without limitation, CO₂, butane, propane, and natural gas) or generators shall not be used within any detached structure used for the cultivation of cannabis.
 - c. Any detached, fully-enclosed and secure secondary structure or residential structure used for the personal cultivation of cannabis must have a ventilation and filtration system installed that shall mitigate cannabis plant odors from exiting the interior of the structure and that shall comply with all applicable Building Code regulations, including obtaining all required permits and approvals. The ventilation and filtration system must be approved by the City and installed prior to commencing cultivation within the detached, fully-enclosed and secure structure or residential structure.
 - d. A detached, fully-enclosed and secure secondary structure used for the personal cultivation of cannabis shall be located in the rear yard area of a parcel, maintain a minimum 10-foot setback from the rear yard property line and a side yard setback that is equal to the same side yard setback required for the residential lot on which the home sits, and the area surrounding the structure or yard must be enclosed by a solid fence at least six feet in height.
 - e. Cannabis cultivation occurring within a residence and/or detached structure shall not exceed more than a cumulative total of six living plants at one time,

and shall occur in a cumulative area totaling no larger than 50 square feet, regardless of how many persons are residing at the premises.

- f. Personal cultivation of cannabis shall not inhibit the occupancy of the residence or take place in the kitchen or bathrooms of any structure.
- g. Personal cultivation of cannabis shall not take place on any carpeted surface.
- h. Cannabis cultivation areas, whether in a detached structure or inside a residence, shall not be readily accessible to persons under 21 years of age.
- i. No exterior evidence of cannabis cultivation occurring at the property shall be visible from the public right-of-way.

D. **Public nuisance.** Any violation of this Section is declared to be a public nuisance and may be abated by the City pursuant to Chapter 9.04 of this Code.

E. **Penalty.** A violation of this Section shall either be a misdemeanor or an infraction at the discretion of the prosecuting attorney. However, notwithstanding anything in this Code to the contrary, persons violating this Section shall not be subject to criminal liability under this Code solely to the extent such conduct or condition is immune from criminal liability pursuant to the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) and/or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.) as they may be amended. This Section does not prohibit the City from abating violations of this Section by any administrative, civil or other non-criminal means. In such cases, a violation of this Section may be considered the civil or administrative equivalent of an infraction or misdemeanor as applicable.

17.84.290 Personal Services

Personal service establishments shall be located, developed, and operated in compliance with the following standards:

- A. **Hours of Operation.** Hours of operation shall be limited to 6:00 AM to 10:00 PM unless otherwise specified in a use permit.
- B. **Massage Establishments.**
 - 1. Massage establishments shall comply with Municipal Code Chapter 5.20, Massage Establishments.
 - 2. Noncompliant establishments that offer massage in exchange for compensation, including sole proprietorships, shall be prohibited.
 - 3. No exterior window shall be tinted, covered, or obstructed such that visibility into the business is reduced or eliminated.

17.84.300 Personal Storage Facilities

- A. **Prohibition on New Personal Storage Facilities.** New personal storage (mini-storage) facilities are not permitted.

17.84.310 Recycling Facilities (New)

- A. **General Requirements.** All recycling facilities, including reverse vending machines, recycling collection facilities, and recycling processing facilities, shall be located, developed, and operated in compliance with the California Beverage Container Recycling and Litter Reduction Act of 1986 (Public Resources Code Section 14500) and the following standards:
1. **Security.** Recycling facilities shall be secured from unauthorized entry or removal of material and have enough capacity to accommodate materials collected and collection schedule.
 2. **Maintenance.** Recycling facilities, including donation areas, shall be maintained in a clean, sanitary, and free of litter and any other undesirable materials.
- B. **Reverse Vending Machines.** In addition to the requirements subsection A above, reverse vending machines shall be located, developed, and operated in compliance with the following standards.
1. **Accessory Use.** Reverse vending machines may be installed as an accessory use to a permitted or conditionally permitted commercial or public use.
 2. **Location.**
 - a. Reverse vending machines shall be located within the same building as the permitted or conditionally permitted commercial or public use.
 - b. Machines shall not be located within 50 feet of a Residential zone or within 1,000 feet of any business that sells alcohol.
 - c. Machines shall not be located outdoors.
 3. **Identification.** Machines shall be clearly marked to identify the type of material to be deposited, operating instructions, the identity and phone number of the operator or person responsible to call if the machine is inoperative, and a notice stating that no material shall be left outside of the reverse vending machine.
 4. **Signs.** The maximum sign area on a reverse vending machine is four square feet per machine, not including operating instructions.
 5. **Trash Receptacle.** Operators shall provide a 40-gallon garbage can for nonrecyclable materials adjacent to the reverse vending machine.
 6. **Maximum Size.** Reverse vending machines shall occupy no more than 50 square feet of floor space per installation, including any protective enclosure, and shall be no more than eight feet in height.
 7. **Hours of Operation.** Operating hours shall be at least the operating hours of the primary use.
 8. **Lighting.** Reverse vending machines shall be illuminated to ensure comfortable and safe operations if operating hours are between dusk and dawn.
 9. **Material.** Reverse vending machines shall be constructed and maintained with durable waterproof and rustproof material.

- C. **Recycling Collection Facilities.** In addition to the requirements subsection A above, recycling collection facilities shall be located, developed, and operated in compliance with the following standards.
1. **Equipment.** No power-driven processing equipment may be used.
 2. **Items Accepted.** Recycling collection facilities shall accept only glass, metals, plastic containers, papers, and reusable items. Used motor oil may be accepted with the permission of the County Health Official.
 3. **Location.**
 - a. Recycling collection facilities shall only be established in conjunction with a commercial or community service host facility in compliance with applicable building and fire codes.
 - b. Facilities shall not be located within 100 feet of a Residential zone or within 1,000 feet of any business that sells alcohol.
 - a. Facilities shall comply with the setback requirements of the zone, be at least 200 feet from the edge of any four-way intersection, and not obstruct pedestrian or vehicular circulation.
 - b. Attended recycling collection facilities located within 200 feet of a property zoned or occupied for Residential zone shall operate only during the hours between 9:00 AM and 7:00 PM.
 - c. Containers for the 24-hour donation of materials shall all be at least 100 feet from any property zoned or occupied for residential use unless there is a recognized service corridor and acoustical shielding between the containers and the residential use.
 - d. Mobile recycling units shall have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present.
 4. **Containers.** Containers shall be constructed of durable waterproof and rustproof material and secured from unauthorized removal of material and maintained in good condition. Capacity sufficient to accommodate materials collected in the collection schedule.
 5. **Signs and Identification.** Signs shall comply with the requirements of Chapter 17.72, Signs, in addition to the following standards:
 - a. The maximum sign area shall be 20 percent of the area of the side of facility or container or 16 square feet, whichever is larger. In the case of a wheeled facility, the side is measured from the pavement to the top of the container. The Director may authorize increases in the number, size and nature of additional signs for necessary directional or identification purposes but not for outdoor advertising.
 - b. Containers shall be clearly marked to identify the type of accepted material, hours of operation, the identity and phone number of the operator or

responsible person to call if the machine is inoperative, and a notice stating that no material shall be left outside the recycling enclosure or containers.

2. **Storage.**

- a. Materials shall not be left outside of containers when attendant is not present.
- b. All exterior storage shall be in sturdy containers which are covered, secured and maintained in good condition.
- c. Storage containers for flammable material shall be constructed of nonflammable material. Oil storage must be in containers approved by the Fire Chief.
- d. No storage, excluding truck trailers and overseas containers, will be visible above the height of the fencing.
- e. Containers shall be constructed of durable waterproof and rustproof material, shall have enough capacity to accommodate materials.

3. **Design and Screening.**

- a. The Recycling collection facility shall comply with the design standards for the zone, shall not exceed 250 square feet or include more than three parking spaces.
- b. Screening shall be in compliance with Chapter 17.70, in addition to the following:
 - i. In commercial and LIF zones, all processing and storage of material shall take place within a completely enclosed building.
 - ii. In the I zone, all processing and storage shall be screened from the public row by operating in an enclosed building, or:
 - (1) Within an area enclosed by an opaque fence at least six feet in height with landscaping;
 - (2) Located at least 200 feet from a Residential zone or a property occupied by a residential use.

D. **Recycling Processing Facilities.** In addition to the requirements subsection A above, recycling processing facilities shall be located, developed, and operated in compliance with the following standards.

1. **Minimum Lot Size.** The minimum lot size for recycling processing facilities is three acres.
2. **Location.** Facilities shall not be located within 200 feet of a Residential zone or within 1,000 feet of any business that sells alcohol.
3. **Screening.** The facility shall be screened from public rights-of-way by a screening wall or be within an enclosed structure.
4. **Pavement.** The area used for recycling, parking, and/or storage shall be paved.

5. **Outdoor Storage.**

- a. Exterior storage of material shall be in sturdy containers or enclosures that are secured and maintained in good condition. Storage shall not be visible above the height of the required screen wall.
- b. Exterior storage of materials, other than baled material, shall be in sturdy containers or enclosures which are covered, secured, and maintained in good condition.
- c. Outdoor storage shall comply with the Fire Code for pile size, fire apparatus access, and fire hydrant protection.

6. **Processing.** Processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding, and sorting of source-separated recyclable and reusable materials.

7. **Fluids.** A processing facility may accept used motor oil and/or used oil filters for recycling from the generator in accordance with Government Code 25250.11 of the California Health and Safety Code. All storage of used motor oil and/or used oil filters must be within a containment apparatus capable of containing all stored oil in the event of a spill or leak. No containment apparatus shall exceed a capacity greater than 55 gallons. All used motor oil and/or used oil filter storage containers shall be located on an approved surface.

8. **Batteries.** A processing facility may accept used lead-acid batteries in accordance with Government Code 25215.1 of the California Health and Safety Code Section 25215.1. All batteries must be stored inside an enclosed building.

9. **Hours of Operation.** If the facility is within 500 feet of a Residential District, or an existing home, it may not operate between the hours of 7PM and 7 AM.

10. **Personnel.** The facility shall be administered by on-site personnel during the hours the facility is open.

E. **Enforcement.**

1. All uses or changes in the use of the land, and the establishment, installation, operation and maintenance of any improvement of the land, shall comply with the provisions of this Title and the applicable regulations of all agencies and departments having jurisdiction.
2. This Section applies to the establishment and continued use of all recycling facilities. All facilities in existence prior to the effective date of this Title shall comply with the terms of this Title within 120 days from its effective date. Any such use not in conformance after this 120-day period shall be deemed to be a violation of this Title and subject to enforcement in accordance with Chapter 17.128, Enforcement.
3. Should the actual construction deviate from the plan as approved, the certificate of occupancy shall be withheld until the construction is in conformance with the approved plan.

17.84.320 Residential Limited Retail (New)

- A. **Purpose.** The purpose of this Section is to allow for the development of small-scale, neighborhood-serving commercial establishments that can provide convenient, walkable access to important amenities and that can increase the sense of community and value to the surrounding neighborhood. Limited residential use allows for the sensitive conversion of residential space to a compatible non-residential use.
- B. **Permitted Types.** As provided in the use table in the R-L, R-LM, NP, R-M residential districts, limited retail uses include counter-service cafes and coffee shops; delicatessens; bakeries; flower shops; and bike shops and bike repair services, and other similar uses as determined by the Director.
- C. **Location.** Residential Limited Retail is allowed only on corner lots where facing rights of way that are classified as collectors.
- D. **Permit Required.** A Zoning Administrator Permit is required in all Residential zones.
- E. **Design Standards.** Limited retail uses are subject to the following standards in addition to those of the underlying base zone:
 - 1. The commercial use must be easily recognizable from the front façade through the use of large windows or an active outdoor use such as produce stands or café seating.
 - 2. Outdoor seating is allowed, but, where abutting an existing residential use, must meet the rear setback and be minimum 10 feet from interior side setbacks.
 - a. Any outdoor use shall be oriented to minimize impacts on adjacent residences.
 - b. Noise attenuation shall be provided in the form of fountains or other features that mask or block noise.
 - c. In a rear or side yard landscaping or architectural landscape features shall be used when needed to screen outdoor areas from adjacent residential uses.
 - 3. Fencing adequate to screen views into adjacent residential properties shall be provided on the subject property.
 - 4. Landscaping shall be installed in addition to fencing to screen and soften impacts on adjacent residential properties.
 - 5. Window coverings or obscured glass shall be provided where a window is visible from an adjacent residential use.
 - 6. The commercial area shall be limited to the ground floor of a residential unit.
 - 7. Drive-throughs are prohibited.
- F. **Operational Standards.**
 - 1. Alcohol sales may be considered through a Conditional Use Permit review process.
 - 2. Hours of operation shall be limited to 6 AM to 9PM.
 - 3. Amplified music is not permitted outdoors.

4. Lighting shall be shielded to reduce impact to adjacent residential uses.
 5. Any outdoor storage of materials or refuse must be enclosed and fully screened from public view.
 6. No off-street parking spaces required, in compliance with Table 17.68.030-B.
 7. Large delivery trucks are prohibited and no double parking.
- G. **Findings.** The following findings shall be met prior to issuance of the permit required by the base zone:
1. The use must be oriented to serve the immediate neighborhood, promoting health and facilitating a sense of community between neighbors.
 2. The use must complement the residential character of the neighborhood and will not adversely impact adjacent properties.

17.84.330 Short-Term Rental (New)

- A. **Purpose.** The City Council finds that unregulated transient occupancy uses in residential zoning districts present a threat to the public welfare. The purposes of this Section are to:
1. Provide a visitor experience and accommodation as an alternative to the hotel, motel, and bed and breakfast accommodations currently existing in the City;
 2. Ensure the collection and payment of transient occupancy taxes;
 3. Minimize the negative secondary effects of short-term rental use on surrounding residential neighborhoods; and
 4. Retain the character of the neighborhoods in which short-term rentals occur.
 5. This Section is not intended to regulate hotels and bed and breakfast inns that do not qualify as short-term rentals.
 6. This Section is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short-term rental purposes as defined in this Section.
- B. **Permit Required.** A ZAP is required.
- C. **Permitted Locations.** Short-term rentals must be permitted in accordance with the provisions established in each zoning district and as provided in this Section.
- D. **Restrictions and Standards.** Short-term rentals are subject to the following restrictions and standards:
1. The short-term rental use is permitted in no more than one single-family dwelling per lot.
 2. The ZAP authorizing the short-term rental use must be in the name of the owner-applicant, who must be an owner of the real property upon which the short-term

rental use is to be permitted. One person may hold no more than one short-term rental permit. The permit is not transferable.

3. Short-term rental uses are limited to single-family dwellings existing and constructed as of the date of application for the short-term rental permit.
4. The maximum number of bedrooms used for short-term rental use in the short-term rental dwelling must be no greater than three. The total number of guests staying in the short-term rental dwelling at any one time must be no greater than the number of bedrooms plus two persons, up to a maximum of five persons.
5. Short-term rental dwellings must meet all applicable building, health, fire and related safety Codes at all times and shall be inspected by the Fire Department before any short-term rental activity can occur.
6. A minimum of two on-site parking spaces must be provided for use by the short-term rental occupants.
7. The owner-applicant must keep on file with the City the name, telephone number, cell phone number, and e-mail address of a local contact person who shall be responsible for responding to questions or concerns regarding the operation of the short-term rental. This information must be posted in a conspicuous location within the short-term rental dwelling. The local contact person shall be available 24 hours a day to accept telephone calls and respond physically to the short-term rental within 30 minutes when the short-term rental is rented and occupied. The City shall post the name and contact information of the local contact person associated with each short-term rental on the City's webpage.
8. The owner-applicant must post "house policies" within each guest bedroom. The house policies must be included in the rental agreement, which must be signed by the renter and must be enforced by the owner-applicant or the owner-applicant's designated contact person. The house policies at a minimum must include the following provisions:
 - a. Quiet hours must be maintained from 10:00 PM to 7:00 AM, during which noise within or outside the short-term rental dwelling must not disturb anyone on a neighboring property.
 - b. Outdoor amplified sound is prohibited.
 - c. Vehicles must be parked in designated on-site parking spaces and must not be parked on the street overnight.
 - d. Parties or group gatherings which exceed the maximum number of allowed guests and/or which have the potential to cause traffic, parking, noise or other problems in the neighborhood are prohibited from occurring at the short-term rental property, as a component of short-term rental activities.
 - e. Guests must not leave any waste or trash outside the house. All trash containers shall be stored behind a fence and shall not be visible.

9. Weddings, commercial functions, and any other similar events which have the potential to cause traffic, parking, noise or other problems in the neighborhood are prohibited.
10. The owner-applicant must ensure that the occupants and/or guests of the short-term rental use do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any state law pertaining to noise, disorderly conduct, the consumption of alcohol, or the use of illegal drugs or be subject to fines and penalties levied by the City up to and including revocation of the ZAP for the short-term rental use.
11. The owner-applicant, upon notification that occupants and/or guests of his or her short-term rental use have created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations of this Code or state law pertaining to noise, disorderly conduct, the consumption of alcohol or the use of illegal drugs, must prevent a recurrence of such conduct by those occupants or guests or be subject to fines and penalties levied by the City up to and including revocation of the ZAP for the short-term rental use.
12. All advertising for any short-term rental, including electronic advertising on short-term rental websites, must include the number of the ZAP for the short-term rental use granted to the owner-applicant.
13. The owner-applicant must maintain City business licenses and pay all transient occupancy taxes in accordance with Chapter 3.12 as required.
14. Preference for the review and issuance of a new ZAP for a short-term rental must be given to current residents of Woodland over nonresident applicants. Applicants whose primary residence is within the City must be reviewed and acted on ahead of other nonresident applications to implement the local preference policy for the ZAP for short-term rental uses.
15. Applicants for short-term rental permits are required to have owned their homes for a minimum of three years prior to applying for and being issued a ZAP for a short-term rental use.

17.84.340 Single Room Occupancy Units (New)

Single room occupancy (SRO) units shall be located, developed, and operated in compliance with the following standards:

- A. **Maximum Occupancy.** Each SRO living unit shall be designed to accommodate a maximum of two persons.
- B. **Minimum Size.** An SRO living unit shall have at least 150 square feet of floor area, excluding closet and bathroom. No individual unit may exceed 400 square feet.
- C. **Minimum Width.** An SRO of one room shall not be less than 12 feet in width.
- D. **Entrances.** All SRO units shall be independently accessible from a single main entry, excluding emergency and other service support exits.

- E. **Cooking Facilities.** Cooking facilities shall be provided either in individual units or in a community kitchen. Where cooking is in individual SRO units, SRO units shall have a sink with hot and cold water; a counter with dedicated electrical outlets and a microwave oven or properly engineered cook top unit pursuant to Building Code requirements; a small refrigerator; and cabinets for storage.
- F. **Bathroom.** An SRO unit is not required to but may contain partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink and bathtub, shower, or bathtub/shower combination. If a full bathroom facility is not provided, common bathroom facilities shall be provided in accordance with the Building Code for congregate residences with at least one full bathroom per floor.
- G. **Closet.** Each SRO unit shall have a separate closet.
- H. **Common Area.** Common area in an amount equal to 10 square feet per living unit shall be provided, excluding janitorial storage, laundry facilities and common hallways. At least 200 square feet in area of interior common space shall be provided as a ground floor entry area that provides a central focus for tenant social interaction and meetings.
- I. **Tenancy.** Tenancy of SRO units shall be limited to 30 or more days.
- J. **Facility management.** An SRO Facility with 10 or more units shall provide full-time on-site management. An SRO Facility with less than 10 units shall provide a management office on-site.
- K. **Management Plan.** A management plan shall be submitted with the permit application for all SRO projects. At minimum, the management plan shall include the following:
 - 1. *Security/Safety.* Proposed security and safety features such as lighting, security cameras, defensible space, central access, and user surveillance;
 - 2. *Management Policies.* Management policies including desk service, visitation rights, occupancy restrictions, and use of cooking appliance;
 - 3. *Rental Procedures.* All rental procedures, including weekly and monthly tenancy requirements;
 - 4. *Staffing and Services.* Information regarding all support services, such as job referral and social programs; and
 - 5. *Maintenance.* Maintenance provisions, including sidewalk cleaning and litter control, recycling programs, general upkeep, and the use of durable materials.

17.84.350 Smoke Shops (New)

- A. **Purpose.** The purpose of this Section is to establish specific standards for smoke shops, to ensure that smoke shops are appropriately located and operated so as not to pose a significant threat to the public health, safety, and welfare, and to limit potential adverse impacts on sensitive uses located in surrounding neighborhoods.
- B. **Location.** All new smoke shops shall be located consistent with the following standards:

1. Located a minimum of 1,000 feet from another smoke shop.
 2. Located a minimum of 500 feet from all of the following uses:
 - a. Schools;
 - b. City Facilities:
 - i. Parks and recreation facilities;
 - ii. Community centers;
 - iii. Libraries;
 - c. Youth organizations or facilities used primarily for youth events; and
 - d. Day care centers.
 3. Located a minimum of 250 feet from any business involving an on-premises sale of liquor or alcoholic beverages, excluding restaurants and grocery stores/supermarkets.
 4. Located a minimum of 500 feet (250 feet if separated by a major street or arterial) from any Residential zone.
- C. **Advertising and Display of Tobacco Products.** Tobacco retailers shall comply with local, state and/or federal laws regarding sales, advertising, or display of tobacco products, including posting a sign prominently near the cash register or other point of sale, the legal age to buy tobacco products and checking the identification of all purchasers to ensure they are of legal age.
- D. **Access to Merchandise.** Products shall be secured so that only store employees have immediate access to the tobacco products and/or tobacco paraphernalia. Self-service displays are prohibited.
- E. **Exchange of Tobacco Products.**
1. No minor person may sell or exchange tobacco products.
 2. No minor person shall be given or sold tobacco products.
- F. **Standards.** In addition to any conditions imposed by the Review Authority, retail sales of tobacco products, smoking products, and vaping supplies that require a Conditional Use Permit shall comply with the following development standards:
1. All Smoke Shops shall be consistent with Section 9.28.230, Smoking and 9.28.240 Limitations to tobacco products and e-cigarettes, Section 9.28.050 Tobacco-free and e-cigarette-free zones at City parks and recreation facilities, and Section 9.28.060 Adoption of the Yolo County Code relating to tobacco retail permits, of the Woodland Municipal Code.
 2. Smoke shops shall comply with all applicable local, State, and Federal laws regarding the advertising, display, or sales of tobacco products, smoking products, and vaping supplies. This includes but is not limited to the requirements of Woodland Municipal Code Section 9.28.240, Limitations to access to tobacco products and e-cigarettes, and Section 9.28.260 Adoption of Yolo County Code relating to tobacco retail permits.

3. Only store employees shall have immediate access to the tobacco products, smoking products, vaping supplies, and tobacco/smoking paraphernalia. It is unlawful for any person, business, or smoke shop to sell, permit to be sold, offer for sale, or display for sale any tobacco product, smoking product, or vaping supply by means of self-service display or by means other than vendor-assisted sales.
4. Smoke shops shall not sell or transfer a tobacco product, smoking product, vaping supply, or tobacco/smoking paraphernalia to another person who appears to be under the age of 27 years, without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under State law, to purchase and possess the tobacco product, smoking product, vaping supply, or tobacco/smoking paraphernalia.
5. Smoke shops shall not permit any person who is younger than the minimum age established by State law for the purchase or possession of tobacco products, smoking products, vaping supplies, or tobacco/smoking paraphernalia, and to engage or participate in the sale of tobacco products, smoking products, vaping supplies, or tobacco/smoking paraphernalia.
6. No person, business, smoke shop, or other establishment shall sell or offer for sale cigarettes, vaping supplies, or other tobacco or smoking products not in the original packaging provided by the manufacturer and with all required health warnings.
7. No permit may be issued to authorize tobacco retailing at a location that is licensed under State law to serve alcoholic beverages for consumption on the premises (e.g., an “on sale” license issued by the California Department of Alcoholic Beverage Control) and no license may be issued to authorize tobacco retailing at any location offering food for sale for consumption by guests on the premises.
8. Litter and trash receptacles shall be conveniently located inside and outside the establishment, and trash and debris shall be removed from the receptacles on a daily basis.
9. The exterior of the establishment, including all signs, accessory buildings and structures, shall be maintained free of litter and graffiti at all times. Graffiti shall be removed within 24 hours of written notice from the City.
10. Loitering in the public right-of-way, parking area, and in front of the property and adjacent properties shall be prohibited.
11. The establishment shall conspicuously post the following interior sign stating:

“We ID everyone under 27 years of age for tobacco sales.”

The dimensions of this sign shall be at least eight inches by 11 inches. If the predominant language of the establishment’s clientele is not English, then a sign shall also be posted in that language.

G. Training Requirements.

1. Each person who sells tobacco products, smoking products, vaping supplies, or tobacco/smoking paraphernalia shall successfully complete a responsible tobacco

retailing training. The program shall be completed within 60 days of assuming the position that involves sale of tobacco products, smoking products, vaping supplies, and/or tobacco/smoking paraphernalia and shall be periodically completed again not less than once every three years.

2. Records of successful completion of responsible tobacco retailing training shall be maintained on the premises and shall be presented to City and Riverside County Sheriff's Department representatives upon request.

H. **Existing Tobacco/Smoking/Vaping Product Retailers.** Any smoke shop legally established prior to the effective date of this Code shall not be required to obtain a Conditional Use Permit and shall not be considered a legal nonconforming use subject to abatement, unless a modification of the approval for the use is sought and the modification is not considered minor subject to Section 17.100.110, Minor Modifications. Any existing smoke shop that has been discontinued for a period of 180 days or more shall require a Conditional Use Permit, prior to reestablishing retailing of tobacco/smoking products.

17.84.360 Telecommunication Facilities

A. **Overview.** The following outlines the development permitting process as it applies to facilities described herein. Wireless telecommunications facilities which are generally considered to have minimal impacts or which are exempt from local review by State or Federal statutes have been classified as exempt under this Section and are not regulated when in compliance with the development standards set forth herein. Other wireless telecommunications facilities which have the potential to create impacts have been categorized to allow for additional review. Unless listed below as exempt or prohibited, no wireless telecommunications facility shall be constructed without first undergoing the specific review process and obtaining the prescribed approval as set forth below.

1. **Prohibited Telecommunications Facilities.** The following telecommunications facilities shall be prohibited:
 - a. Public carrier telecommunications facilities located within designated habitat areas and habitat restoration areas. The City shall make available for public review a map identifying any such areas.
 - b. More than one monopole or tower within 1,000 feet of any other existing monopole or lattice tower(s), unless visual impacts are negligible and the applicant can demonstrate that the site is a technical necessity to meet demands of the geographic service area and the applicant's Citywide network.
 - c. Telecommunications facilities where the combined electromagnetic frequency radiation (EMF) exceeds the State or Federal standard.
 - d. Telecommunication facilities within urban reserve areas or undesignated planning areas or within areas zoned or designated on the General Plan land use map for residential uses or on sites containing existing or planned public or private school facilities; or within 500 feet of areas so designated or zoned, except as follows:

- i. Areas zoned commercial, subject to Conditional Use Permit review procedures and a determination that all aspects of the proposed facility, including support facilities, are completely concealed (i.e., completely incorporated into the site architecture or designed in a manner that is not identifiable as a wireless facility by the casual observer; this exception does not provide for mono-pines or similarly “stealth” facilities) from view and remain at least 100 feet from areas zoned or designated on the General Plan land use map for residential uses or on sites containing existing or planned public or private school facilities.
 - ii. Telecommunications facilities located on public or private school sites, supported and/or initiated by the applicable school district or governing entity, subject to the review procedures as set forth in subsection (B)(3) Director Review, or subsection (B)(5), Conditional Use Permit, are satisfied and provided the facilities meet the location and design standards set forth in this Section, except historic properties and sensitive habitat areas.
 - iii. Telecommunications facilities within the public right-of-way (PROW) or on City-owned property (including parks), provided the applicant procedures set forth in subsection A.3, Director Review, or subsection A.5, Conditional Use Permit, are satisfied and provided the facilities meet the location and design standards set forth in this Section, except historic properties and sensitive habitat areas.
- 2. **Compliance Review.** The following facilities are exempt from discretionary review under this Section, subject to minor design review to ensure compliance with development requirements set forth below:
 - a. Interior and exterior facilities accessory to the residential use of the site including television antennas, satellite dishes, and amateur radio facilities meeting all requirements set forth below:
 - i. No more than one satellite dish exceeding 36 inches in diameter per parcel.
 - ii. Satellite dishes shall not extend above the peak of the roof or parapet.
 - iii. Antennas shall meet applicable height requirements.
 - iv. Antennas and dishes shall meet applicable setback requirements.
 - b. Flush-mounted panel antennas in Employment zones which meet the following standards:
 - i. The lowest part of the panel shall be at least 20 feet above grade.
 - ii. The panel and connections shall not project out more than 18 inches from the building surface it is mounted to.

- iii. Panels, connections, and supports shall be treated to match the color scheme of the building.
- iv. Panels and connections shall not project above the mounting façade.
- v. The structure is not a historic site or a potentially historic resource.
- vi. Ground-mounted support equipment cabinets or buildings shall be screened. The specific design is subject to City review based on a visual analysis of the particular site and may require fencing, walls, landscaping or both.
- vii. Exterior electrical lines serving the equipment cabinet or building shall be undergrounded.
- viii. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
- c. Telecommunications facilities, including support facilities, concealed from public view (i.e., not visible) or fully integrated into the site architecture of nonresidential structures to be constructed or renovated.
 - i. The structure is not a historic site or a potentially historic resource.
 - ii. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
- d. Public safety facilities including transmitters, repeaters and remote cameras. Public safety facilities are to be located, preferably, on existing public structures such as buildings, towers, bridges, and light poles and shall be treated to match the supporting structure.
- e. Telecommunications facilities accessory to other public equipment for data acquisition such as irrigation controls, well monitoring, and traffic signal controls.
- f. Facilities erected and operated for emergency situations. Emergency facilities shall be removed at the conclusion of the emergency or shall be replaced by public safety facilities.
- g. Mobile facilities when placed on a site for less than 24 consecutive hours.
- h. Facilities specifically exempted under Federal or State law including work subject to PL 112-96, Section 6409, as follows:
 - i. The modification of an existing wireless tower or base station for the co-location of new transmission equipment or removal or replacement of existing transmission equipment, provided that such modification does not substantially change the physical dimensions of such tower

- or base station from the dimensions approved as part of the existing use permit for such tower or base station.
- ii. For purposes of this subsection, “substantially change the physical dimensions” means any of the following, and refers to a single change, or a series of changes over time (whether made by the same or different entities) viewed against the initial approval for the tower or base station that cumulatively have any of the effects described below:
 - a) Changing any physical dimension of the wireless tower or base station in a manner that creates a safety hazard, whether from wind loading, stress on the wireless tower, or in any other manner.
 - b) Changing the physical dimension of a stealth wireless tower, where the changes would be inconsistent with the design of the stealth wireless tower, or make the wireless tower more visible.
 - c) Changing the physical dimensions would require work that would intrude upon the public right-of-way, or any environmentally sensitive area.
 - d) Increasing by more than 10 percent any of the following: the height or width in any direction of the wireless tower, or the area required for structures required to support the wireless tower, such as guy wires as approved and constructed through the discretionary permit process; provided that in no event shall the height exceed the maximum height permitted under the City’s regulations.
 - e) Increasing by more than 10 percent any of: the height or area encompassed within any structure or object enclosing the wireless tower, such as a fence or line of bushes.
 - f) Increasing any of an existing antenna array’s depth, circumference or horizontal radius from the wireless tower in any direction by more than 10 percent.
 - g) Adding more than two antenna arrays to an existing wireless tower, or adding antenna arrays that, if the array were an existing array, would be of such depth, circumference or radius as to fall outside of subsection F, unless such arrays were approved under subsection A.3.a or A.3.e.
 - h) The mounting of the new or replacement transmission equipment would involve installing new equipment cabinet(s) not permitted under the initial approval and that will not fit within the existing enclosure for the wireless tower or base station or would require installation of a new cabinet or enclosure, excluding new equipment and cabinets that will be installed underground.
 - iii. Additional application information. Any application for a wireless telecommunications facility under this subsection A.2.h shall include:

- a) A signed statement by a certified engineer, licensed and qualified in California, attesting that the work that will be performed will not trigger discretionary review under this subsection. Such statement shall be submitted in addition to all other application information required under this section.
- b) A detailed description of the proposed modifications to the existing facility.
- c) A photograph or description of the wireless tower or base station as originally constructed, if available, and, a photograph of the existing wireless tower or base station, and a graphic depiction of the wireless tower or base station after modification, showing all relevant dimensions.
- d) A description of all construction that will be performed in connection with the proposed modification.

Nothing in this Section prevents the City from imposing such other conditions on the grant of the permit consistent with obligations imposed with respect to the initial installation or with respect to facilities similar to those proposed by application. Any facility installed under this subsection shall require a development permit.

3. **Director Review.** The following telecommunications facilities shall be subject to review by the Director, including design and site plan review, provided they meet the development requirements set forth below and meet the location and design standards set forth in subsection C, Location and Design Standards for Non-Exempt Facilities. Facilities that fail to meet the development requirements as set forth below shall be elevated to the review procedures as set forth in subsection A.4, Zoning Administrator Review, or, at the discretion of the Director, may be elevated to the review procedures as set forth in subsection A.5., Conditional Use Permit.

- a. Modification of an existing wireless tower or base station for the co-location of new transmission equipment or removal or replacement of existing transmission equipment provided the following standards are complied with:
 - i. The telecommunications facility has been constructed and is operating in accordance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
 - ii. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
 - iii. The new array does not increase, by more than 15 percent any of the following: height or width in any direction of the wireless tower, or the area required for structures required to support the wireless tower, such as guy wires as approved and constructed through the

- discretionary permit process; provided that in no event shall the height exceed the maximum height permitted under the City's regulations.
- iv. The new array does not increase, by more than 15 percent any of the following: the height or area encompassed within any structure or object enclosing the wireless tower, such as a fence or line of bushes.
 - v. The new array does not increase, by more than 15 percent, the existing antenna array's depth, circumference or horizontal radius from the wireless tower in any direction.
 - vi. The panel array is the second or third grouping on the structure containing the existing telecommunications facility.
 - vii. A microwave dish greater than 36 inches in diameter is not being proposed as part of the array.
 - viii. The combined EMF for all arrays does not exceed applicable State or Federal standards.
 - ix. The new array will meet the conditions of any existing use permit.
 - x. The new array does not require major modifications to the structure containing the existing telecommunications facility.
 - xi. Ground-mounted equipment shall be screened from public view. The specific design is subject to City review based on a visual analysis of the particular site and may require fencing, landscaping or both.
 - xii. The telecommunications facility is not subject to PL 112-96, Section 6409.
- b. Any mobile antenna when placed on a site for more than 24 hours but less than 30 days, which meets the following standards:
- i. Antenna vehicle/trailer shall be located only on an improved surface.
 - ii. Parking and access for support personnel shall be on an improved surface.
 - iii. Day and night safety marking shall be provided.
 - iv. The antenna vehicle/trailer and support parking shall not be located within a public right-of-way.
- c. Roof mounted facilities on nonresidential structures that are not entirely concealed from public view, which meet the following standards:
- i. The facility and related equipment shall be screened from view or architecturally integrated into the building design so that only support brackets and panels are visible from the opposite side of the right-of-way in front of the building.
 - ii. Panels shall match the color scheme of the building façade.

- iii. Ground-mounted equipment cabinets/buildings shall be screened from public view. The specific design is subject to City review based on a visual analysis of the particular site and may require fencing, landscaping or both.
- iv. Shall not exceed the allowable height limit for the zone.
- v. The structure is not a designated historic site or a potentially historic resource.
- vi. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
- d. Flush-mounted antennas in Commercial zones, which meet the following standards:
 - i. Placement of the panel shall not interfere with or encroach upon vehicular or pedestrian accessways.
 - ii. The panel and connections shall not project out more than eighteen inches from the building surface it is mounted to.
 - iii. Panels, connections, and supports shall be treated to match the color scheme of the building.
 - iv. The structure is not a designated historic site or a potentially historic resource.
 - v. Ground-mounted support equipment cabinets or buildings shall be adequately screened. The specific design is subject to City review based on a visual analysis of the particular site and may require fencing, landscaping or both.
 - vi. Exterior electrical lines serving the equipment cabinet or building shall be undergrounded.
 - vii. Panels shall not protrude above the roofline.
 - viii. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
- e. Antenna arrays mounted on existing billboards, water towers and other similarly scaled structures.
 - i. Placement of the new array shall not exceed applicable height requirements.
 - ii. The proposed array fits within the three dimensional envelope of the existing structure to which the array will be attached.

- iii. The new array does not require substantial modifications to the existing structure to which the array will be attached.
 - iv. The original structure was erected and is operated in accordance with the conditions of the original use permit.
 - v. The co-location request does not include microwave transmitters exceeding 36 inches in diameter.
 - vi. The combined EMR for all arrays does not exceed State or Federal standards.
 - vii. May be subject to annual review as provided for herein.
- f. Telecommunications facilities, excluding towers, on publicly owned or publicly utilized lands (including City-owned land such as parks, general facilities, and utility apparatus) or on existing utility, signal or lighting structures within the public right-of-way, easement, or City-owned land which meet the following standards:
- i. Facilities shall meet the requirements of subsection C, Location and Design Standards for Non-Exempt Facilities except as follows:
 - a) Low power facilities to meet the needs of the immediate neighborhood may be proposed on existing light towers in public parks.
 - ii. Antennas placed on signal or street light poles shall not exceed two feet in length or six inches in diameter.
 - iii. Permits for telecommunication facilities proposed in the PROW shall be issued in a manner consistent with applicable law regarding the physical use and occupation of the PROW and only to applicants who have met all the conditions and requirements of this Section and who establish a right to enter the PROW. The applicant must state the basis for its claimed right to enter the PROW, subject to independent confirmation by the City. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN. If the applicant is asserting a right to enter the PROW to close a significant gap in coverage, it shall provide evidence of the coverage gap and evidence that the site selected is the least intrusive means of closing that gap.
 - iv. Antennas and all support equipment shall be treated to match the supporting structure.
 - v. Telecommunication facility installations located above the surface grade in the PROW, including, but not limited to, those on streetlights, traffic signal standards, or joint utility poles, shall consist of small equipment components that are compatible in scale and proportion to the structures they are mounted on and compatible with the

neighborhood in which they are located. Antennas should generally be located on existing structures, such as street light poles or joint utility poles, and be visually compatible with the existing structure and surroundings. All equipment, including antennas, shall be the smallest and least visually intrusive equipment feasible. Equipment shall be painted or otherwise coated to be visually compatible with the support structure and shall be subject to the issuance of a license or other special form or written agreement with the City.

- vi. Proposals for telecommunication facilities shall not exceed 40 feet in height. This standard may be modified upon finding that cumulative visual impacts are not significant and that the telecommunication facility is necessary to provide services not possible with location on an existing tower or structure in the service area. Independent review of the request, at the applicant's cost, may be required by the Director.
- vii. Accessory equipment, excluding required electrical meters, shall be placed in an underground vault or entirely within the proposed pole. However, applications proposing to place accessory equipment within the pole, instead of underground vaults, shall be subject to design review and approval. If it is determined that the proposed telecommunication facility with accessory equipment in the pole is not acceptable, accessory equipment shall be placed in an underground vault. Factors that may be considered in evaluating whether to permit placement of accessory equipment within the pole instead of in an underground vault are aesthetics, such as whether placing equipment in the pole would result in a larger, more visually obtrusive telecommunication facility, and public safety, such as whether the proposed facility would visually obstruct pedestrian, bicycle, or vehicular traffic. An applicant contesting undergrounding bears the burden of establishing that undergrounding is not feasible. If it is determined that undergrounding is not feasible, such accessory equipment shall comply with all applicable laws and regulations and shall be visually screened or camouflaged. All wall and landscaping materials shall be selected so that the resulting screening will be visually integrated with the architecture and landscape architecture of the surroundings.
- viii. Telecommunication facilities in the PROW or on City-owned property in or within 500 feet of residential, school, or Mixed-Use zones shall be subject to the review procedures as set forth in subsection (B)(5), Conditional Use Permit.
- ix. The City retains the right to deny an application for this type of telecommunication facility based on aesthetic or land use impacts.

4. **Zoning Administrator Review.** The following telecommunications facilities shall be reviewed in accordance with Chapter 17.92.020.D, Zoning Administrator, provided they meet the development requirements set forth below and meet the location and

design standards set forth in subsection C, Location and Design Standards for Non-Exempt Facilities. Facilities that fail to meet the development requirements as set forth below shall be elevated to the review procedures as set forth in subsection A.5, Conditional Use Permit.

- a. Replacement of previously approved towers not authorized under the provisions of the existing permit, provided that such modification does not substantially change (by more than 10 percent) the physical dimensions of such tower or base station from the dimensions approved as part of the existing use permit for such tower or base station consistent with subsection A.2.h.ii definition of “substantial change” (unless otherwise exempt from discretionary review pursuant to subsection A.2.h, Work subject to PL 112-96, Section 6409).
 - i. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
 - b. Additions and/or expansions of legal nonconforming uses, including co-locations, which do not meet the criteria for exempt facilities under subsection A.2.h, Work subject to PL 112-96, Section 6409. At the discretion of the Zoning Administrator, such applications may be elevated to the Planning Commission for review and approval.
 - i. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
5. **Conditional Use Permit.** The following telecommunications facilities shall be reviewed in accordance with Chapter 17.100, Conditional Use Permit, provided they meet the development requirements set forth below and meet the location and design standards set forth in subsection C, Location and Design Standards for Non-Exempt Facilities.
- a. Telecommunications facilities within historic districts, on sites or buildings designated historic or potentially historic resources.
 - i. A site specific historic evaluation may be required by the City and shall be paid for by the applicant if the proposed project site or building is over 50 years old.
 - ii. The facility must comply with the applicable development regulations of the land use zone and all other applicable regulations pertaining to the preservation of historical sites.
 - iii. Construction of the facility must not result in a reduction in required parking provided on the site.

- iv. The facility must be concealed from public view or integrated into the site architecture so as not to be noticed or identified as a telecommunication facility by the casual observer.
 - v. Must be reviewed by applicable historical preservation commission prior to final action by City.
 - vi. Limited to building mounted facilities.
- b. Wireless telecommunications facilities on publicly owned lands not otherwise subject to local land use zoning, but lying within the local jurisdiction, when the wireless telecommunications facility is not solely maintained or operated for the primary public use of the site.
- c. Monopole facilities, single carrier wireless towers, and lattice tower in any non-residentially zoned area, subject to the following standards:
 - i. Shall be subject to periodic review as identified herein.
 - ii. Monopoles and lattice towers shall be located and designed to minimize visual impacts. Towers located in high visibility locations shall incorporate “stealth” design techniques to camouflage the tower to the maximum extent feasible as art/sculpture, clock tower, flag pole, tree or any other appropriate and compatible visual form.
 - iii. Monopoles and lattice towers shall be located on the rear half of the parcel, unless aesthetic benefit is achieved through an alternative location, as determined by the Planning Commission.
 - iv. New private monopoles and lattice towers shall not be located in any land developed or zoned for any residential and/or school zone/use, pursuant to subsection A.5, Prohibited Telecommunication Facilities.
 - v. Monopoles and lattice towers shall generally not be permitted within 1,000 feet of an existing tower or facility. This standard may be modified upon finding by the Planning Commission that cumulative visual impacts are not significant and that the tower is necessary to provide services not possible with co-location on an existing tower or structure in the service area. Independent review of the request, at the applicant’s cost, may be required by the Planning Commission.
 - vi. Monopoles and lattice towers shall be designed at the minimum functional height. Tower height shall generally not exceed the maximum height for buildings in the zoning district in which it is located by more than 12 feet. This standard may be modified upon a finding by the Planning Commission that cumulative visual impacts are not significant and that the height is necessary to provide services not possible with a tower meeting the height standard. Independent review of the request, at the applicant’s cost, may be required by the Director. If no maximum building height is established in this Title, the

- height of the tower shall be reviewed for the visual impact on the surrounding land uses and the community.
- vii. As a condition of approval for all monopoles and lattice towers, the applicant shall provide the City with a written commitment that it will allow other service providers to co-locate antennas on towers where technically and economically feasible. Support structures and site area for telecommunication facilities shall be designed and of adequate size to allow at least one additional service provider to co-locate on the structure, including sufficient area available for ground mounted equipment.
 - viii. Ground-mounted equipment shall be under ground or screened from public view, including, but not limited to, decorative fencing and/or landscaping. If the Planning Commission determines that screening is not adequate, it may require that equipment be placed underground.
 - ix. Parking and access shall be on an improved surface, subject to review and approval by the Planning Commission.
 - x. The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.
- d. Towers located on property owned, leased, or otherwise controlled by the City (or wireless facilities on publicly/city-owned property or PROW within 500 feet of residential/school buffer) provided prior written acknowledgement and pre-authorization for such antenna or tower is approved by the City.
- i. Shall be subject to development requirements as set forth in subsection A.3.f, Facilities, excluding towers, on publicly owned or publicly utilized lands, and subject to subsection A.5.c, Monopole facilities, single carrier wireless towers, and lattice tower in any non-residentially zoned area.
- e. Other telecommunications facilities not listed as exempt, permitted, or prohibited shall comply with the following minimum physical standards and other requirements as deemed appropriate by the Planning Commission:
- i. Adequate access shall be provided.
 - ii. Facility shall be concealed or stealthed to the satisfaction of the Planning Commission.
 - iii. No reduction in parking below that required by this Code.
 - iv. Concurrent review and approval by the City and the County.

B. Location and Design Standards for Non-Exempt Facilities.

1. The following standards are applicable to all telecommunication facilities except exempt facilities identified in subsection A.2, Exempt Facilities.
 - a. If technological improvements or developments occur that allow the use of materially smaller or less visually obtrusive equipment, the service provider may be required to replace or upgrade an approved telecommunication facility upon application for a new permit in order to minimize the facility's adverse impacts on land use compatibility and aesthetics. This provision would only apply to the specific site where the application for modification is requested.
 - b. All telecommunication facilities shall be installed and maintained in compliance with the requirements of the California Building Standards Code, the Americans with Disabilities Act, as well as other restrictions specified in this Section and other applicable provisions of this Code.
 - c. *Design Standards.* All telecommunication facilities shall:
 - i. Utilize state of the art stealth technology as appropriate to the site and type of facility. Specifically, all telecommunication facilities shall employ and maintain camouflage design techniques to minimize visual impacts and provide appropriate screening. Such techniques shall be employed to make the installation, operation and appearance of the facility as visually inconspicuous as possible and to hide the installation from predominant views from surrounding properties. Where no stealth technology is proposed for the site, a detailed analysis as to why stealth technology is physically and technically infeasible for the project shall be submitted with the application.
 - ii. Antennae and support structures, where utilized, must be monopole type. Monopole support structures shall not exceed four feet in diameter unless technical evidence is provided showing that a larger diameter is necessary to attain the proposed tower height and that the proposed tower height is necessary.
 - iii. In the case of existing structures, telecommunication facilities shall be located in a manner so as to minimize visual impacts from surrounding properties and public rights-of-way.
 - iv. All flush-mounted antenna(s) and support structures shall be painted to be architecturally compatible with the building on which it is located or painted to minimize the visual impacts where the structures extend above the roof line and minimize visual impacts from surrounding properties. The specific color is subject to City review based on a visual analysis of the particular site.
 - v. Accessory equipment must be designed and screened from public view. The specific design is subject to City review based on a visual analysis of the particular site and may include decorative fencing

- and/or landscaping. If landscaping is required, landscape plans shall be prepared by a licensed landscape architect.
- vi. Support structures and site area for telecommunication facilities shall be designed and of adequate size to allow at least one additional service provider to co-locate on the structure, including sufficient area available for ground mounted equipment, subject to the specific design standards and aesthetic considerations of the specific telecommunication facility location and Conditional Use Permit requirements in subsection A.5.
 - vii. All proposed fencing shall be decorative and compatible with the adjacent buildings and properties within the surrounding area and shall be designed to limit and/or allow for removal of graffiti.
 - viii. Placement of ground mounted equipment shall not substantially hinder the future development potential of any property.
- d. *Height.* All telecommunication facilities shall be designed to meet the minimum functional height required.
- i. Unless this Section imposes a more restrictive height limitation on a specific type of facility, facility height shall not extend more than 12 feet beyond the maximum allowable building height for the zone, except as otherwise allowed in this Section. If a maximum building height has not been established in this Title, the height of the facility shall be reviewed for the visual impact on the surrounding land uses and the community.
 - ii. If the facility is not attached to a building, the height of the facility shall be reviewed for the visual impact on the surrounding land uses and the community.
 - iii. The height of a telecommunication tower shall be measured from the natural, undisturbed ground surface below the center of the base of said tower to the top of the tower itself or, if higher, the tip of the highest antenna or piece of equipment attached thereto.
- e. *Setbacks.* The following setback requirements shall apply to all telecommunication facilities except facilities in the public right-of-way and on City-owned property:
- i. All facilities shall comply with the required building setbacks for the zoning district in which the site is located. However, in no instance shall the facility (including antenna equipment) be located closer than five feet of any property line. Additional setback requirements may be established in conjunction with a Conditional Use Permit for those antennae exceeding the height limit for the zoning district.
 - ii. Facilities shall not be located within the required front yard area of any parcel, unless specifically approved by the Planning Commission.

- iii. The Planning Commission may reduce setbacks through the Conditional Use Permit process upon determination that aesthetic impacts would be reduced and/or open space improved.
- f. *Landscaping.*
 - i. Landscaping, wherever appropriate, shall be used as screening to reduce visual impacts of telecommunication facilities. Any proposed landscaping shall be visually compatible with existing vegetation in the vicinity.
 - ii. Existing landscaping in the vicinity of a proposed telecommunication facility shall be protected from damage during and after construction. Submission of a tree protection plan may be required to ensure compliance with this requirement.
 - iii. Off-site landscaping may be required to mitigate off-site impacts, subject to willing property owners. Additional landscaping may also be required in public rights-of-way to obscure visibility of facilities from passing motorists, bicyclists, and pedestrians.
 - iv. When required, a landscape and irrigation plan prepared by a licensed landscape architect shall be submitted at the Building Permit stage for review and approval by the Community Development Department.
- g. *Signage.* A permanent, weather-proof identification sign must be placed on the gate of the fence surrounding the telecommunication facility or base shelter or, if there is no fence, on the facility itself. The sign must identify the facility operator(s), type of use, provide the operator's address, and specify a 24-hour telephone number at which the operator can be reached so as to facilitate emergency services.
- h. *Access.* Parking and access to and for the maintenance of telecommunication facilities shall be on an improved surface and no required parking for the primary use shall be lost due to placement of the pole and support facilities unless otherwise permitted by the Planning Commission. A minimum of one parking space shall be provided and calculated separately from the required parking for the primary use, for maintenance of the telecommunication facility. Required fire access shall be maintained.
- i. *Lighting and Placement.* Facility lighting shall comply with the local requirements of the City. Towers shall not be artificially lighted, unless required by the FAA or other applicable public safety authority. If lighting is required, the governing authority may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.
- j. *Noise.* In general, noise levels shall comply with the applicable State and local guidelines. In no instance shall noise levels produced by the facility or appurtenant equipment exceed 65 dBA as measured at the site property line. Back-up generators shall only be operated during power outages and for

testing and maintenance purposes. Testing and maintenance shall only take place on weekdays between 8:30 a.m. and 4:30 p.m.

2. **Management.**

- a. *Periodic Review.* The City may conduct a periodic review of the telecommunications facility to consider whether or not the facility is conforming with the (including the co-location) conditions of its discretionary approval or appropriate permits. The City shall consider whether or not the facility is conflicting with emerging land uses approved under the applicable master or specific plan. If the City concludes that adverse impacts to emerging land uses can be reduced through the use of new technology, or through the retirement of the current facility, the carriers shall work with the City to develop a plan for achieving these mitigating goals. The City may impose a condition limiting the duration of any permit for a telecommunications facility located on property zoned other than industrial only after making findings of fact that such a condition is warranted. As part of such condition, the City shall specify the development threshold which could trigger termination of the permit following a duly noticed public hearing.
- b. *Abandonment.* If any telecommunications facility is not operated for a continuous period of six months, the service provider shall notify the Zoning Administrator. A telecommunications facility shall be considered abandoned and shall be removed by the facility owner within the next six months and the site restored back to its original setting. The City may, at its discretion, require the posting of a performance surety to cover the cost of the removal of abandoned facilities.
- c. *Public Health and Safety (EMF and RF).* No telecommunications facility or combination of facilities shall generate, at any time, EMF or radio frequency radiation (RF) in excess of the FCC adopted standards for human exposure, as amended over time.

All telecommunications facilities must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the Federal government with the authority to regulate such facilities. If such standards and regulations are changed, the property owner or responsible party shall bring such facilities into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling agency. Any violation of this subsection shall constitute grounds for revocation of any permits and/or approvals granted under this Section. Such violations shall also constitute grounds for abatement and removal of the telecommunications facility by the City at the property owner's expense.

If it is found that wireless telecommunications facilities are or will be detrimental to the health, safety, or welfare of persons working or residing near such facilities, then the service provider(s) shall be solely responsible for the removal, adjustment, or replacement of the facilities. In no case shall the facility remain in operation if it is

found to create a hazard to health, safety, or welfare. A facility shall not be found to create a hazard to health, safety, or welfare as a result of EMF or RF emissions from the facility so long as it meets all then current standards established by the FCC, or other federal agency having jurisdiction.

C. Findings for Approval for Telecommunications Facility Applications.

1. The proposal meets or exceeds the criteria of this Title and is consistent with the General Plan and applicable land use designations.
2. That the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of this Title.
3. The proposal for the telecommunications facility is in its design and appearance is consistent or compatible with the development and design of the surrounding structures and neighborhood.
4. That the proposed use will be organized, designed, constructed, operated and maintained so as to be compatible with the character of the area as intended in the General Plan or any specific plan.
5. That adequate streets and highways exist to carry the type and quantity of traffic anticipated to accommodate access for maintenance and/or service vehicles.

D. Appeals. Any person dissatisfied with the decision to either approve or deny a development permit for the construction or modification of a wireless telecommunications permit, excluding exempt facilities, may file an appeal in accordance with the procedures set forth in Division II: Administration and Procedures, as applicable. Staff decisions regarding exempt facilities may be appealed in the same manner as a decision of the Zoning Administrator as set forth in Section 17.92,020.D, Zoning Administrator.

17.84.370 Temporary Uses (Updated)

This Section establishes standards for uses that are intended to be of limited duration of time and that will not permanently alter the character or physical facilities of the site where they occur.

A. Temporary Uses Not Requiring a Temporary Use Permit. The following types of temporary uses may be conducted without a Temporary Use Permit. Other permits, such as Building Permits, may be required.

1. **Yard Sales.** Sales of personal property conducted by a resident of the premises may be conducted in accordance with the following standards.
 - a. No more than two garage/yard sales shall be conducted on a site in any calendar year.
 - b. No single sale event shall be conducted for more than two consecutive weekends. Each weekend that sales are conducted constitutes a single sale event.
 - c. Yard sales shall be conducted between the hours of 8:00 AM to 7:00 PM.

- d. Personal property sold at a sale must not include secondhand goods obtained for purposes of resale.
 - e. Only temporary signs conforming to the standards in Chapter 17.72 (Signs) are permitted. The temporary signs shall not be posted earlier than one day prior to the sale event.
 - f. The display of property for sale shall be located at least five feet from the property line.
 - 2. **Non-Profit Fund Raising.** Fund raising sales for up to three days per event is permitted on a site by a non-profit organization, not to be conducted more frequently than three times per year per site.
 - 3. **Temporary Construction Office Trailers.** On-site temporary construction offices during the period of construction. Screening may be required by the Director.
 - 4. **Sales Office and Model Homes.** Model homes with sales offices and temporary information/sales offices in new residential developments are subject to the following requirements.
 - a. *Time Limits.*
 - i. *Temporary Sales Office.* A temporary information/sales trailer may be used during the construction of the model homes for a maximum period of six months or completion of the first phase of development, whichever occurs first.
 - ii. *Model Homes.* Model homes established and operation for a term period of four years or until completion of the sale of the lots or units, whichever comes first.
 - b. *Return to Residential Use.* Prior to the sale of any of the model homes as a residence, any portion used for commercial purposes shall be converted to its intended residential purpose.
 - 5. **Live Music.** Temporary live music performances that do not require a Temporary Use Permit include:
 - a. Non-amplified music performances, indoor or outdoor.
 - b. Indoor amplified music performances accessory to a commercial use, provided the temporary use complies with the Performance Standards of Section 17.76, Performance Standards.
 - 6. **Mobile Vendor Services.** Mobile vendor services as described in Chapter 17.84.240 are exempt from the requirements of this Section.
 - 7. **Special Events Exempt.** Special events, as defined and regulated by Chapter 6.48, are exempt from the requirements of this Section.
- B. **Temporary Uses Requiring a Temporary Use Permit.** The following temporary uses may be permitted pursuant to Section 17.100.080, Temporary Use Permit, subject to the

following standards. Additional or more stringent requirements may be established through the Temporary Use Permit process.

1. **Seasonal Sales.** The annual sales of holiday related items such as Christmas trees, pumpkins, and similar items may be permitted in accordance with the following standards:
 - a. *Time Period.* Seasonal sales associated with holidays are allowed up to a month preceding and one week following the holiday. Christmas tree sales are allowed from Thanksgiving Day through December 31st.
 - b. *Goods, Signs and Temporary Structures.* All items for sale, as well as signs and temporary structures, shall be removed within 10 days after the end of sales, and the appearance of the site shall be returned to its original state.
 - c. The property shall not be used in such a manner as to create a nuisance due to noise, dust, litter, or other factors.
 - d. The City reserves the right to shut down a temporary seasonal sales operation if the operation is posing safety concerns, has become a nuisance, or has violated any requirements of this subsection. All costs associated with the removal and/or abatement shall be paid for by the property owner.
2. **Construction Uses.** Temporary structures and uses incidental to the construction of a building or a group of buildings, including, but not limited to, construction staging of materials and equipment that is not located on the approved development site.
3. **Promotional Sales and Other Events.** These are events that do not qualify as a Special Event requiring review by the Special Events Committee pursuant to Municipal Code Chapter 12.40 Special Events. Temporary short term special events shall not exceed a total of seven days in any one calendar year may be permitted in accordance with the following standards:
 - a. *Location.* Events are limited to non-residential zones.
 - b. *Number of Events.* No more than four events at one site shall be allowed within any 12-month period.
 - c. *Parking.* The available parking shall not be reduced to less than 66 percent of the minimum number of spaces required by Chapter 17.68, Parking and Loading.
 - d. *Time Limit.* When located adjacent to a Residential zone, the hours of operation shall be limited to 9:00 AM to 8:00 PM.
 - e. *Temporary Outdoor Sales.* Temporary outdoor sales, including, but not limited to, grand opening events, and other special sales events, are also subject to the following standards:
 - i. Temporary outdoor sales shall be part of an existing business on the same site.

- ii. Outdoor display and sales shall be located on a paved or other approved hard surfaced area on the same lot as the structure(s) containing the business with which the temporary sale is associated.
 - iii. Location of the displayed merchandise shall not disrupt the normal circulation of the site, nor encroach upon driveways, pedestrian walkways, or required landscaped areas, or obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic.
- 4. **Temporary Prefabricated Storage, Shipping or Cargo Containers.** Containers may be allowed on a temporary basis for longer than 96 hours subject to design review for review of placement and screening.
 - a. If temporary for a project (materials storage during construction), containers must be removed upon the project completion.
 - b. If temporary for business-related storage, containers may not be located in any yard setback and shall not be visible from any rights-of-way and shall be subject to a Temporary Use Permit.
 - c. Provide the anticipated time frame for removal of the containers and replacement with permanent structures.
 - d. No stacking of containers is allowed.
 - e. Containers must not be visible from any public right-of-way. Screening of the containers must be accomplished through a combination of placement on site, fencing, and landscaping.
 - f. No container signage of any type may be visible from adjoining properties.
 - g. Containers may not be located in a front yard setback and shall meet side and rear setback requirements of the zone.
 - h. Containers shall be accessible for periodic fire/life safety inspection. Each container requires additional ground area in the parcel, adjacent to the container, equal or greater than one-half the area of corresponding container.
 - i. Containers must comply with the Building Code.
- 5. **Temporary Uses Related to Recycling.** In Commercial and Mixed-Use zones, temporary uses related to recycling, including donation boxes, require approval of the Director. Recycling uses are also subject to the requirements of Section 17.84.310, Recycling Facilities.
- 6. **Temporary and Transitional Container Uses.**
 - a. Uses such as coffee kiosks, shipping container eateries/ beer gardens, and other low barrier entry, transitional and temporary uses may be considered subject to a Temporary Use Permit.
 - b. Such uses are intended to activate underutilized parcels as more permanent projects are completed over time.

- c. Such uses are subject to the standards of subsection 17.84.240.D, Commercial Modular Buildings.
 - d. Transitional temporary uses must adhere to all development and design standards of the base zone and all Building, Fire and Health Code requirements.
- 7. **Temporary Uses Requiring a Zoning Administrator Permit.** The Zoning Administrator may consider uses on a temporary basis that are not specifically listed in the use table. Other temporary uses may be allowed with the approval of a Zoning Administrator Permit provided they are not intended to extend longer than six months and they are determined to not impact neighboring uses or otherwise create significant impact.
- C. **Performance and Review Standards.** The following apply to all temporary uses:
 - 1. Approval of a business license, Zoning Clearance, and any permits as required by this or any other Section of this Code.
 - 2. Written permission of the owner and/or operator of the property.
 - 3. Time frame for the temporary use, event start, hours of operation, and event end.
 - 4. Submittal of a site plan to identify the location of the proposed temporary use and any activities or storage or display of goods, parking, access.
 - 5. Signage proposed in compliance with Chapter 17.72, Signs.
 - 6. The temporary use shall not interfere with driveways, corner sight requirements or sidewalk access.
 - 7. Goods shall be displayed in a neat and orderly fashion.
 - 8. Temporary uses shall not create a nuisance, excessive noise, glare, odor, particulates, or impacts to public health and safety that would negatively affect adjacent properties and uses.
 - 9. Evidence of the temporary use shall be cleaned and removed by close of business on the last day the approved license is valid.
 - 10. Conditions of Approval as necessary related to size, location, hours of operation, etc., to ensure that a temporary use will not conflict with General Plan policies.

17.84.380 Two-Unit Projects

- A. **Purpose.** The purpose of this Section is to allow and appropriately regulate two-unit projects in accordance with Government Code Section 65852.21.
- B. **Definition.** A “two-unit project” means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this Section.
- C. **Application.**
 - 1. Only individual property owners may apply for a two-unit project. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s

own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C Corp, S Corp, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a two-unit project must be submitted on the City's approved form. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
3. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Code, in accordance with applicable law. The City Council may establish and change the fee by resolution. The fee must be paid with the application.

D. Approval.

1. An application for a two-unit project is approved or denied ministerially, by the Community Development Director, without discretionary review.
2. The ministerial approval of a two-unit project does not take effect until the City has confirmed that the required documents have been recorded, such as the deed restriction and easements.

E. Requirements. A two-unit project must satisfy each of the following requirements:

1. **Map Act Compliance.** The lot must have been legally subdivided.
2. **Zone.** The lot is in a single-family residential zone which includes:
 - a. R-1 single-family residential zone citywide; the R-3, R-4, and R-5 single-family residential zones in the Spring Lake specific plan; and the R-4 and R-5 single-family zones in the Southeast Area specific plan.
3. **Lot Location.**
 - a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - b. A wetland.
 - c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - d. A hazardous waste site that has not been cleared for residential use.
 - e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection Building Code standards.
 - f. Within a 100-year flood hazard area, unless the site has either:
 - i. Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or

- ii. Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
- g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.
- h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
- i. Habitat for protected species.
- j. Land under conservation easement.
- 4. **Not Historic.** The lot must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a City or County landmark or as a historic property or district.
- 5. **No Impact on Protected Housing.** The two-unit project must not require or include the demolition or alteration of any of the following types of housing:
 - a. Housing that is income-restricted for households of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.
 - c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Government Code Sections 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
 - d. Housing that has been occupied by a tenant in the last three years. The applicant and the owner of a property for which a two-unit project is sought must provide a notarized statement as to this fact with the application for the parcel map.
- 6. **Quantity.**
 - a. No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this Section of the Code, an ADU, or a JADU.
 - b. A lot that is not created by an urban lot split may have a two-unit project under this Section, plus any ADU or JADU that must be allowed under State law and the City's ADU ordinance.
 - c. In no case shall there be more than four total units of any kind in total provided as a result of an urban lot split or on a lot that is not created by an urban lot split.

7. **Unit Size.**

- a. Each primary dwelling built that is developed under this Section is limited to 800 square feet of floor area.
- b. A primary dwelling that was legally established on the lot prior to the two-unit project and that is larger than 800 square feet is limited to the lawful floor area at the time of the two-unit project.
- c. A primary dwelling that was legally established prior to the two-unit project and that is smaller than 800 square feet may be expanded to 800 square feet after or as part of the two-unit project.
- d. Exception. One or both primary dwelling units may be expanded if able to meet lot coverage and setback requirements as established in Chapter 17.24, Residential zones, inclusive of all units and accessory structures on the property.

8. **Height Restrictions.**

- a. On a lot that is larger than 2,000 square feet, a new primary dwelling may be 30 feet in height if the rear setback is 20 feet or the side setback is five feet, otherwise, no new primary dwelling unit may exceed 16 feet in height, measured from grade to peak, or tallest point, of the structure.
- b. On a lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds 16 feet in height as measured from grade to peak or tallest point, must be stepped back by an additional seven feet; no balcony deck or other portion of the second story may project into the setback.
- c. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.

9. **Demolition Cap.** The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

10. **Lot Coverage.** Structures shall not cover more than 50 percent of the total lot area. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

11. **Open Space.** A minimum of 30 percent of the required rear yard shall be open space. This open space standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

12. **Setbacks.**

- a. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

- b. Dwellings must be at least four feet from the interior side and rear property lines.
 - c. Dwellings must be at least 15 feet from a corner street side setback.
 - d. A front yard setback of at least 25 feet shall be maintained from the front of a new or existing dwelling unit to the required rear yard area of another dwelling unit.
 - e. Dwellings must be at least 25 feet from the front property lines. Exceptions are as follows:
 - i. Front yard setbacks of 20 feet are permitted for houses where garages or carports are set back 25 feet. Front yard setbacks of 20 feet are allowed for garages equipped with roll up doors or carports.
 - f. The front setback area must:
 - i. Provide adequate line of sight visibility from driveways, corners, and intersections;
 - ii. Be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect; and
 - iii. Allow for vehicular and fire-safety access to the front structure.
13. **Parking.** Each new primary dwelling unit must have at least one off-street parking space per unit unless one of the following applies:
- a. The lot is located within one-half mile walking distance of either:
 - i. A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours; or
 - ii. The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods; or
 - iii. A site that contains:
 - (1) An existing rail or bus rapid transit station, or
 - (2) A ferry terminal served by either a bus or rail transit service.
 - b. The site is located within one block of a permanent car-share pick up or drop off vehicle location.
14. **Accessibility.** All dwellings and structures built or substantially remodeled on the lot must be ADA accessible. "Substantially remodeled" here means that more than 10 percent of the existing floor area is the subject of a Building Permit or that the existing floor area, including non-livable space, increases by more than 10 percent.
- a. Pedestrians shall have a clear path of travel a minimum of four feet wide and ADA compliant from the principal building entrances to the street.

15. ***Architecture.***

- a. If there is a legal primary dwelling on the lot that was established before the two-unit project, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- b. If there is no legal primary dwelling on the lot before the two-unit project, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. Locate structures so that entries, porches, and balconies face a public right-of-way, or common open space at least 10 feet in width.
- d. Single-family and duplex buildings on a site perimeter are to be oriented to the adjacent public street by providing windows from living rooms, dining rooms, kitchens and bedroom windows, porches, balconies, entryways or other entry features along the street.
- e. Individual buildings shall be designed with an articulated front; wall surfaces offset by at least 12 inches, bays, if provided, with projections of at least 24 inches and porches closer to the street than recessed garages. A garage shall be recessed a minimum 24 inches from the front wall plane, including a porch.
- f. Upper story windows shall be recessed from the wall surface by a minimum of two inches or shall have surface trim and sills.
- g. Exterior finish materials shall consist of stucco, wood siding, dimensional profile metal architectural siding, fiber cement products, stone, and/or brick. Plywood siding, including T-111 is not allowed.
- h. Roof materials such as concrete and clay tile are allowed. Composition shingles of the heavy laminated 35 year guarantee dimensional type is allowed. Dimensional profile metal architectural roofing is allowed.
- i. Materials and colors shall be placed using the building mass elements as defined edges as a logical stopping point.
- j. The use of a variety and combination of building materials is required with a minimum of three materials required.
- k. All exterior lighting must be shielded and limited to down-lights.
- l. No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- m. If any portion of a dwelling is less than five feet from a side property line or 20 feet from a rear property line, that is not a public right-of-way line, then all

windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

16. **Landscaping.**

- a. All required street front and street-facing side setbacks, except areas used for parking, exit and entry, shall be landscaped.
 - i. Required landscape areas shall be planted with a combination of ground covers, shrubs, vines and trees. No more than 25 percent of the required landscaped area may be turf and shall not be used in areas less than 10 feet wide.
 - ii. Required landscape areas may include paved, gravel, or bark surfaces, provided they do not cover more than 30 percent of the required landscape area.
 - iii. Garden area and other areas dedicated to edible plants are considered landscaped areas and count toward required landscaping.
- b. To the extent possible, existing mature trees on the site shall be preserved whenever it is possible and practical to do so. The project shall comply with the City's Tree Preservation Ordinance.
- c. A landscape plan shall be provided with each submittal and shall at minimum include:
 - i. Property lines and public utility easements; structures, streetlights, transformers, trash enclosures, utilities.
 - ii. Grading, including finished planter elevations, grade differentials with adjacent properties, retaining walls, on-site drainage features.
 - iii. Proposed planting list including: botanical and common names, quantities of each species, container sizes, spread and height of plant at maturity, rate of growth (fast, moderate, slow).
 - iv. Distance of trees to all structures. Large trees (40-90 feet in height at maturity) shall not be planted closer than 15-feet to any structure. Medium sized trees (30-40 feet in height at maturity) shall not be planted closer than 10 feet to any structure.
- d. All landscaping must be drought-tolerant tolerant and shall be suitable for the local climate. All new landscaping shall comply with the City's Water Conservation Ordinance, California Model Water Efficient Landscape Ordinance, and the CALGreen Code.
- e. Automated irrigation system shall be installed to provide coverage of all irrigated landscaped areas and shall have automatic rain shut-off valves.
- f. Deciduous shade trees are permitted around the east, west, and south sides of residences to help reduce cooling loads during summer and allow solar gain during the winter months.

- g. Landscaping and/or architectural treatments shall be provided to screen views of service elements that include storage areas, trash enclosures, mechanical equipment transformers, HVAC and other similar elements. Screening shall either be landscaping a minimum of three feet high or architectural screens designed to match building features.
 - h. Pedestrian walkways and paths of travel shall not be combined with, or be part of driveways unless textures, patterns, and colors are provided to designate separate pedestrian paths.
 - i. There shall be a clear transition between the City sidewalk or public property, and the development property. This is to be achieved through changes in pavement textures, landscaping, and front fencing.
 - i. Fencing in the required front setback, or five feet from the corner side yard setback, shall not exceed three feet six inches, in compliance with Section 17.64.030, Fences, Walls, and Hedges. Chain link fencing is prohibited.
 - j. When next to a side or rear property line of an adjacent property, a solid six-foot high wood or masonry fence shall be provided on the property line as a buffer.
 - k. Landscaping that is required to help achieve screening of views into an adjacent property shall be planted along the rear or side property line to achieve a 75 percent summer opacity and 60 percent winter opacity within three years of planting. At minimum, four medium to large size shrubs at maturity shall be planted per 50 linear feet of buffer. Shrubs shall be a minimum five gallon in size.
 - l. All landscaping shall be installed prior to issuance of certificate of occupancy.
17. **Nonconforming Conditions.** A two-unit project may only be approved if all nonconforming zoning conditions are corrected, consistent with Section 17.80.040, Nonconforming Provisions of this Code.
18. **Utilities.** Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
19. **Building and Safety.** All structures built on the lot must comply with all local Building Code requirements.
20. **Separate Conveyance.**
- a. Primary dwelling units on the lot may not be owned or conveyed separately from each other.
 - b. Condominium airspace divisions and common interest developments are not permitted within the lot.
 - c. All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.

21. **Regulation of Uses.**
 - a. Residential Only. No nonresidential use is permitted on the lot.
 - b. No Short Term Rentals. No dwelling unit on the lot may be rented for a period of less than 30 days.
22. **Owner Occupancy.** Unless the lot was formed by an urban lot split, the individual property owners of a lot with a two-unit project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.
23. **Notice of Construction.**
 - a. At least 30 business days before starting any construction of a two-unit project, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - i. Notice that construction has been authorized,
 - ii. The anticipated start and end dates for construction,
 - iii. The hours of construction,
 - iv. Contact information for the project manager (for construction-related complaints), and
 - v. Contact information for the Building and Safety Department.
 - b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under State law, the City has no discretion in approving or denying a particular project under this Section. This notice requirement is purely to promote neighborhood awareness and expectation.
24. **Deed Restriction.** The owner must record a deed restriction, acceptable to the City, that does each of the following:
 - a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
 - b. Expressly prohibits any nonresidential use of the lot.
 - c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
 - d. Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.
25. **Specific Adverse Impacts.**
 - a. Notwithstanding anything else in this Section, the City may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the

physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

- b. "Specific adverse impact" has the same meaning as in Government Code Section 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include: (a) inconsistency with the zoning ordinance or general plan land use designation; or (b) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).
- c. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

Chapter 17.88 Flood Management

17.88.010 Purpose

The purpose of this Section is to provide protection against flood damage for uses and service facilities in designated flood prone areas by requiring proper design at the time of initial construction.

17.88.020 Floodplain Area Map

The Floodplain Area Map, provided in Chapter 17.16, Maps, identifies areas of the City subject to flooding.

17.88.030 Flood Protection

The flood protection required by this Section is based on sound engineering principles. The floodplain hazard areas are subject to flooding (one percent chance in any one year) which may result in flood losses by uses which are inadequately elevated or otherwise protected from flood damage. The regulatory provisions that follow reflect a reasonable attempt to analyze the flood hazard for specific lands. This does not imply, however, that all areas outside those designated as "FP" floodplain overlay zones will be free from flooding or flood damage.

17.88.040 Requirements

The following requirements shall apply in the Floodplain Area:

- A. No Building Permit or other entitlement shall be issued nor shall any structure be erected unless certification is provided to the Director from a registered professional engineer that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood zone more than one foot at any point within the community.
- B. Residential structures shall have the lowest floor, including a basement, elevated to or above the base flood elevation as specified on the FIRM and Flood Insurance Study for the City.
- C. Nonresidential structures shall meet the requirements set forth in subsection 2 of this Section or be adequately flood proofed below the base flood elevation. If flood proofing is proposed, a professional engineer shall provide to the Director calculations certifying that the hydrostatic forces, velocities, uplift, and the like, have been designed for.
- D. No Building Permit shall be issued unless satisfactory evidence has been provided to the City Engineer that new or replacement public and on-site utilities and facilities are located and constructed to minimize or eliminate flood damage and infiltration.
- E. No Building Permit shall be issued unless satisfactory evidence is provided to the Director that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law.

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Chapter 17.92 Planning Authorities

17.92.010 Purpose

This Chapter identifies the bodies, officials, and administrators (i.e. Review Authorities) with designated responsibilities under various Chapters of the Zoning Code. Subsequent Chapters provide detailed information on procedures, application and permits. When carrying out their assigned duties and responsibilities, all bodies, officials, and administrators shall interpret and apply the provisions of this Code as minimum requirements adopted to implement the policies, and achieve the objectives, of the General Plan.

17.92.020 Review Authorities (Updated)

- A. **City Council.** The City Council is established in accordance with Chapter 2.04 of the Municipal Code. The powers and duties of the City Council under this Zoning Code include, but are not limited to, the following:
1. Consider and adopt, reject, or modify amendments to the General Plan map and text pursuant to provisions of Chapter 17.104, Amendments to the General Plan, and of the Government Code, following a public hearing and recommended action by the Planning Commission.
 2. Consider and adopt, reject, or modify amendments to the Zoning map and text of this Code pursuant to the provisions of Chapter 17.108, Amendments to the Zoning Map and Text, and the Government Code, following a public hearing and a recommendation from the Planning Commission.
 3. Hear and decide applications for Development Agreements, pursuant to Section 17.100.180, Development Agreements.
 4. Hear and decide on proposals to revoke permits, pursuant to Chapter 17.96.150, Revocation of Permits
 5. Make environmental determinations on any approvals for which it has authority to grant that are subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to State law.
 6. Hear and decide appeals from decisions of the Planning Commission pursuant to Section 17.96.160, Appeals.
 7. Establish by resolution, a Planning Application Fee Schedule listing fees, charges, and deposits for various applications and services provided, pursuant to this Code.
- B. **Planning Commission.** The powers and duties of the Planning Commission are established in Chapter 2.28.020 of the Municipal Code. The Planning Commission shall be the approval authority for planning permits identified in Table 17.100.020, Planning Permits and Review Authority. All discretionary decisions of the Planning Commission may be appealed to the City

Council, in compliance Section 17.96.160, Appeals. The Planning Commission shall make recommendations on all legislative entitlement requests to the City Council. The powers and duties of the Planning Commission under this Code include, but are not limited to the following:

1. Conduct hearings and make recommendations to the City Council on proposed amendments to the General Plan map and text, pursuant to Chapter 17.104, Amendments to General Plan.
2. Conduct hearings and make recommendations to the City Council on proposed amendments to the Zoning Map and text of this Code, pursuant to Chapter 17.108, Amendments to Zoning Map and Text, and the Government Code.
3. Conduct hearings and make recommendations to the City Council on proposed Development Agreements, pursuant to Chapter 17.100.180, Development Agreements.
4. Approve, conditionally approve, modify, or deny Conditional Use Permits and Variances, pursuant to Chapter 17.100.100, Conditional Use Permit and Chapter 17.100.120, Variance.
5. Hear and decide on modifications to approved Conditional Use Permits and Variances, pursuant to Section 17.96.140, Modification to An Approved Permit.
6. Hear and decide on proposals to revoke permits, pursuant to Chapter 17.96.150, Revocation of Permits.
7. Hear and decide appeals from decisions of the Director or Zoning Administrator on decisions, determinations, or interpretations made in the enforcement of this Code and any other decisions that are subject to appeal, pursuant to Section 17.96.160, Appeals.
8. Make environmental determinations on any approvals it grants that are subject to environmental review under CEQA pursuant to State Law.
9. Review of the annual capital improvement program budget for conformity with the General Plan in compliance with Government Code Section 65401.
10. Conduct development review on any approvals it grants that are subject to development review pursuant to Chapter 17.100.040, The Development Review Process.
11. Undertake a comprehensive historic resources inventory and maintain a historic register.
12. Establish various criteria, guidelines and standards to carry out the intent of Chapter 15.24, Historical Landmarks, Districts, and Resources.
13. Recommend to the City Council the designation of historical landmarks and historical districts.
14. Participate in administrating regulations pertaining to historical landmarks and historical districts.

15. Recommend to the City Council ways to fund and to otherwise make financially feasible the protection of historical landmarks and historical districts in the City.
 16. Recommend to the City Council the means to implement the historic preservation element of the General Plan and Chapter 15.24, Historical Landmarks, Districts, and Resources by developing information and programs to increase awareness of, preservation of, and use of historical landmarks and historical districts in the City.
 17. Other duties and powers as assigned or directed by the City Council.
- C. **Community Development Director.** The powers and duties of the Community Development Director (the "Director") under this Code include, but are not limited to, the following:
1. Prepare the annual report related to the implementation of the General Plan in compliance with Government Code Section 65400.
 2. Maintain and administer the Zoning Code, including processing of applications, abatements and other enforcement actions.
 3. Interpret the Zoning Code to members of the public and other City Departments.
 4. Prepare and effect rules and procedures necessary or convenient for the conduct of the Director's business (e.g. scheduling, rules of procedure, and recordkeeping).
 5. Issue administrative regulations for the submission and review of applications subject to the requirements of this Code and Government Code Section 65950, Deadlines for Project Approval Conformance; Extensions.
 6. Review applications for permits and licenses for conformance with this Code and issue a Zoning Clearance when the proposed use, activity, or building is allowed by right and conforms to all applicable development and use standards pursuant to Chapter 17.100.030, Zoning Clearance.
 7. Review applications for administrative/ministerial permits and approvals to ensure compliance with all applicable development and use standards established in this Code.
 8. Review applications for discretionary permits and approvals to determine whether the application is subject to review under the CEQA and notify the applicant if any additional information is necessary to conduct the review.
 9. Make recommendations to the Planning Commission and City Council on all applications, amendments, appeals, and other matters upon which the Planning Commission and City Council have the authority and duty to act under this Code.
 10. Conduct development review pursuant to Chapter 17.100.040, The Development Review Process.
 11. Approve, modify, or deny requests for Reasonable Accommodation for land use projects, pursuant to Chapter 17.100.170, Reasonable Accommodation.
 12. Serve as Staff to the Planning Commission.
 13. Investigate and report to the Planning Commission on permit violations when the City has initiated revocation procedures.

14. Delegate administrative functions to members of the Planning Division as deemed necessary.
 15. Provide required notice of public hearings.
 16. Serve as or designate a member of the Planning Division staff to serve as Zoning Administrator pursuant to Section 17.100.090, Zoning Administrator Permit.
 17. Review and make determinations regarding nonconforming uses.
 18. Decide requests for Minor Modifications to approved permits, pursuant to Section 17.96.140, Modification to An Approved Permit.
 19. Make determinations on lot line adjustments and Certificates of Compliance.
 20. Refer items to the Planning Commission where, in the Director's opinion, the public interest would be better served by a Planning Commission public hearing and action.
 21. Other duties and powers as assigned by the City Council or established by legislation.
- D. **Zoning Administrator.** The Zoning Administrator is a City staff member appointed by the Director with the following powers and duties.
1. Approve, modify, or deny applications for Zoning Administrator Permits and Variances, pursuant to Chapter 17.100.090, Zoning Administrator Permit and Chapter 17.100.120, Variance, including holding administrative public hearings.
 2. Decide requests for modifications to an approved permit, pursuant to Section 17.96.040, Modifications to An Approved Permit.
 3. Approve, modify or deny requests for extensions for land use projects, pursuant to Section 17.96.130, Expiration and Extension.
 4. Refer items to the Planning Commission where in the Zoning Administrator's opinion, the public interest would be better served by a Planning Commission public hearing or action.
 5. Provide required notice and conduct public hearings.
 6. Other duties and powers as assigned by the Director.

Chapter 17.96 Common Procedures (New)

17.96.010 Purpose

This Chapter establishes procedures that are common to the processing of all permits and approvals provided for in this Code, unless superseded by specific requirement of this Code or State law.

17.96.020 Application Forms and Fees

- A. **Applicant.** A development application may be submitted by the owner of the property or the owner's authorized agent. If an application is submitted by someone other than the owner or the owner's agent, written proof, satisfactory to the Director of the right to act as the owner's agent or to use and possess the property as applied for, shall accompany the application.
 - 1. Written proof of authorization (Letter of Agency) must be signed, dated, and notarized by the property owner and expressly state what the agent is authorized to do on behalf of the owner.
- B. **Planning Application Forms and Materials.**
 - 1. **Planning Application Forms.** The Director shall prepare and have on file with the Department the planning application forms and checklists that specify the information required to be submitted with all planning applications.
 - 2. **Supporting Materials and Information.** The Director may require the submission of supporting materials and information as part of a planning application submittal, including, but not limited to, statements, photographs, plans, drawings, renderings, models, material samples, special studies, and other items necessary to describe existing conditions and the proposed project, to determine the level of environmental review pursuant to CEQA, and clearance as required pursuant to the Yolo Habitat Conservation/Natural Community Conservation Plan
 - 3. **Availability of Application Materials.** All application materials submitted to the City shall become the property of the City, may be distributed to the public, and shall be made available for public inspection. At any time upon reasonable request, and during normal business hours, any person may examine a planning application and materials submitted in support of, or in opposition to, an application in the Planning Division offices. Unless prohibited by law, copies of such materials shall be made available at a reasonable cost.
- C. **Multiple Applications.**
 - 1. **Concurrent Filing.** Unless otherwise approved by the Director, an applicant for a project which requires more than one planning permit (e.g. a Conditional Use Permit and Development Review) and/or legislative entitlement (e.g. a General Plan amendment or an amendment to the Zoning Map or Code text) shall file all related applications concurrently together with all application fees.

2. **Concurrent Processing.** Multiple planning permits and or legislative entitlements for the same project shall be processed concurrently and shall be approved by the highest Review Authority for any of the permits or legislative entitlements, with the lower Review Authority making a recommendation.

D. **Application Fees.**

1. **Fee Schedule.** The City Council shall establish by resolution a Planning Application Permit Fee Schedule that establishes fees for planning permits, informational materials, penalties, copying, and other customary services. The City shall also establish the ability for payment of fees through an advanced funding deposit cost recovery method for those projects that may be more complex, involve outside consultant work, or require additional staff or City attorney time. The initial deposit, and minimum balance will be based upon anticipated work and/or estimated consultant costs.
2. **Fee Payment.** No application or covenant shall be accepted as complete and processed without payment in full of the required application fees or deposits.
3. **Multiple Applications.** The City's processing fees are cumulative. For example, if an application for a Conditional Use Permit also includes a Development Review, both fees shall be charged. Cost savings may be incurred due to similar documents being prepared for a single project, such as CEQA review, should applications be filed simultaneously.
4. **Refund of Fees.** Application fees are non-refundable unless otherwise provided for in the Woodland Municipal Code, per funding agreement, or as determined by the Director with good cause. Once an application has been accepted and a review initiated, a partial refund may be considered, and is dependent upon the amount of staff time or work on the application.

17.96.030 Pre-Application Review

Preapplication review is an optional review process to be conducted prior to submittal of a planning application that is intended to provide information on relevant policies, zoning regulations, and procedures.

- A. **Exemption from Permit Streamlining Act.** Pre-application review shall not be considered completeness review and is not subject to the requirements of the California Permit Streamlining Act Section 65920.
- B. **Review Procedures.** A prospective applicant may submit a pre-application submittal, including a preliminary project description, preliminary plans, and designs to the department. The department shall conduct pre-application review and inform the applicant of applicable City requirements, provide a preliminary list of issues for consideration, and may suggest possible alternatives or modifications to the project prior to formal application submittal. The Director may consult with or request review by other City departments or agencies that may have interest in the application. The initial review is a courtesy review, however, the Director may charge for additional iterations or reviews.

- C. **Recommendations are Advisory.** Neither the pre-application review nor the provision of information and/or pertinent policies shall be construed as being either a recommendation for approval or denial of the application or project by City staff. Any recommendations that result from pre-application review are considered advisory only and shall not be binding on either the applicant or the City.

17.96.040 Determination of Similar Use

Each zoning district establishes a list of primary uses and accessory uses which are permitted, permitted with a Zoning Administrator Permit (ZAP), or permitted with a Conditional Use Permit (CUP). Occasionally, uses may be proposed which are not specifically listed in the Use Tables of Division II, District Regulations. This section provides procedures that shall be observed when an unlisted use is proposed in a zoning district. A use determined to be similar shall apply to the zoning district uniformly regardless of location.

- A. **Director.** The Director may administratively determine that the proposed uses are similar to those of the appropriate use category where the uses are clearly similar in character to those uses listed and consistent with the purposes of the zoning district and General Plan. The Director's determination of similar use may be appealed to the Planning Commission pursuant to the provisions of Chapter 17.96.160, Appeals.
- B. **Planning Commission.** The Planning Commission's determination of similar use may be appealed to the City Council pursuant to the provisions of Chapter 17.96.160, Appeals.

17.96.050 Review of Planning Applications

- A. **Initial Completeness Review.** The Director shall determine whether an application is complete within 30 days of the date the application is filed and required fee received. The requirements below shall apply unless otherwise required by law.
- B. **Incomplete Application.**
1. If an application is deemed incomplete, the Director shall provide a written notification to the applicant with a listing of information necessary to complete the application. The listing shall be exhaustive and based upon a City check list.
 2. Upon submittal of additional requested materials, the Director shall make a new determination and notify the applicant in writing as to whether the application is complete within 30 days of the date the additional materials are received by the City.
 3. The applicant shall provide the requested information within 180 days of the letter of notification stating that an application is determined to be incomplete. The Director may, upon written request, and for good cause, grant one extension of up to 90 calendar days for review of applications imposed by this Code.
- C. **Zoning Code Violations.** An application shall not be found complete if conditions exist on the site in violation of this Code or any permit or other approval granted in compliance with this Code, unless the proposed project includes the correction of the violations or the violation is a legal nonconformity as described in Chapter 17.80, Nonconforming Provisions.

- D. **Submittal of Additional Information.** The applicant shall provide the additional information within the time limit specified by the Director.
- E. **Appeal of Application Completeness Determination.** Determinations of incompleteness are subject to the provisions of Section 17.96.160, Appeals, except there shall be a final written determination on the appeal no later than 60 days after receipt of the appeal.
- F. **Expiration of Application.** If an applicant fails to correct the specified deficiencies and/or submit the information identified on the written notification of an application that is determined to be incomplete within the specified time limit, the application shall expire and be deemed withdrawn. After the expiration of an application, review shall require the submittal of a new, complete application, along with all required fees. Partial refund of fees may be allowed based on the extent of the work conducted as described in Section 17.96.020.D.4, Refund of Fees.
- G. **Complete Application.** In compliance with the California Permit Streamlining Act Section 65920, when a planning application is deemed complete, the Director shall make a record of that date and proceed with processing the application.
 - 1. Once an application has been accepted as complete, the City may request that the applicant clarify, amplify, correct, or otherwise supplement the information required for the application.
 - 2. This shall not limit the City's ability to request and obtain information which may be needed in order to comply with Section 21000 of the Public Resources Code pertaining to the CEQA.
- H. **Referral of Application.** At the discretion of the Director, or where otherwise required by this Title, State or Federal law, any application filed in compliance with this Code may be referred to any City department, public agency, or interest group that may be affected by, or have an interest in, the proposed land use project for review and comment on the application.

17.96.060 Environmental Review

All projects must be reviewed for compliance with the CEQA. Environmental review will be conducted pursuant to Title 14, Division 6, Guidelines for the Implementation of the California Environmental Quality Act, of the California Code of Regulations. If Title 14 of the California Code of Regulations is amended, the amendments will govern City procedures.

17.96.070 Neighborhood Meeting

- A. **Purpose.** The purpose of the neighborhood meeting is to acquaint the neighborhood with the proposed project application and to receive comment, and is particularly helpful when there may be potential controversy.
- B. **Timing.** The Director may require the applicant to hold a neighborhood meeting after submittal of an application if it is determined during the course of project review that there may be issues or considerations that would be best discussed with the neighborhood.

- C. **Notice.** Notice of the meeting shall be mailed by first class mail, a minimum of 10 days prior to the meeting date, to every owner whose name and address appears on the last equalized County Assessment Roll for any property within 300 feet of the exterior boundaries of the subject property. The Director may increase the notice radius requirement depending on the nature and type of project proposal.
- D. **Posting.** Depending on the nature and type of the project, the Director may require the applicant to post notice of the neighborhood meeting on the site. The notice shall be at least 11 x 17 inches in size, in a form acceptable to the City.
- E. **Meeting Location, Date and Time.** The meeting shall be held at a location acceptable to the Director. The meeting shall not be held on a Friday or Sunday or on any holiday, or other days of celebration as determined by the Director. The meeting time shall be at a generally acceptable time when the majority of neighbors are able to attend, typically in the evening after 6:00 PM.

17.96.080 Public Notice

Unless otherwise specified, whenever public notice is required, the City shall provide notice in compliance with State law.

- A. **Mailed Notice.** At least 10 days before the date of a scheduled public hearing the Director (or the City Clerk for City Council meetings) shall provide notice by First Class mail delivery to the following:
 - 1. The applicant, the owner, and any occupant of the subject property;
 - 2. All property owners of record within a minimum 300-foot radius of the subject property as shown on the latest available assessment role, or a larger radius if deemed necessary by the Director in order to provide adequate public notification;
 - 3. All neighborhood groups and community organizations that have previously filed a written request for public hearing notices for projects in the area where the site is located; and
 - 4. Any person or group who has filed a written request for notice regarding the specific application.
- B. **Alternative Method for Large Mailings.** If the number of owners to whom public hearing notice would be mailed or delivered is greater than 1,000, instead of a mailed notice, the Director (or City Clerk for City Council hearings) may provide public notice by placing a display advertisement of at least one-eighth of a page in at least one newspaper of general circulation in the City, at least 10 days prior to the hearing.
- C. **Posted Notice.**
 - 1. At the discretion of the Director, or as otherwise may be required in this Code or State law, a notice shall be posted in a format approved by the Department. The applicant shall post a public notice on the subject property in compliance with the following requirements:

- a. The public notice shall be posted at least 10 days prior to the public hearing or action;
 - b. At least one notice per street frontage shall be posted or affixed to the property in question in a visible location;
 - c. The City shall prepare the notice;
 - d. The applicant shall submit a signed letter stating that they posted or caused the notice to be posted along with photographic verification;
 - e. The notice shall contain the information as required in Section F below;
 - f. The notice shall be a minimum of 11 x 17 inches and laminated (or other size as may be required for a specific permit or by the Director).
- D. **Newspaper Public Notice.** At least 10 days before the date of the public hearing the Director (or the City Clerk for City Council meetings) shall publish a notice in at least one newspaper of general circulation in the City.
- E. **Contents of Public Notice.** Public hearing notices shall include the following information:
 1. Project location, when the application is proposed on real property;
 2. A general description of the proposed project or action;
 3. The date, time, location, and purpose of the public hearing, or the date of when action will occur if a public hearing is not required;
 4. The Review Authority;
 5. The name(s) of the project applicant and the property owner;
 6. The location and availability of the project application and materials for review by the public;
 7. A statement that any interested person or authorized agent may appear at the hearing and be heard;
 8. A statement describing how to submit written comments; and
 9. For City Council hearings, the Planning Commission's recommendation.
- F. **Failure to Notify Individual Properties.** The validity of the proceedings will not be affected by the failure of any property owner, resident, or community organization to receive a mailed notice.
- G. **Optional Notice Methods.** The Director may require additional noticing of public hearings. Projects that may be considered for optional public noticing methods include those that may result in major policy changes, affect large neighborhoods or districts, or that may have strong public interest.
 1. **Internet Postings.** Social media platforms available on the Internet may be used to augment traditional forms of public noticing.

2. **Supplemental large sign notice.** A supplemental large sign may be used to notice neighbors in the affected area and the community early in the review process. If determined appropriate by the Director, the applicant shall install the sign as directed.
 - a. The sign must be at least four feet by eight feet in size.
 - b. The location for the sign shall be determined by the Director.
 - c. All signs shall be kept adequately maintained and remain in place until the final determination on the application has been made, or the application is withdrawn.

17.96.090 Conduct of Public Hearing

Whenever the provisions of this Code require a public hearing, the hearing must be conducted in compliance with the requirements of State law, and as follows.

- A. **Generally.** Public hearings must be conducted pursuant to procedures adopted by the hearing body. Hearings are not required to be conducted according to technical rules relating to evidence and witnesses.
- B. **Scheduling.** Public hearings before the City Council must be scheduled by the City Clerk. All other hearings shall be scheduled by the Director.
- C. **Presentation.** An applicant or an applicant's representative may make a presentation on a proposed project.
- D. **Public Hearing Testimony.** Any person may appear at a public hearing and submit oral and/or written testimony, either individually or as a representative of a person or an organization. Each person who appears at a public hearing representing an organization shall identify the organization being represented.
- E. **Time Limits.** The presiding officer may establish time limits for individual testimony and require that individuals with shared concerns select one or more spokespersons to present testimony on behalf of those individuals.
- F. **Continuance of Public Hearing.** The hearing body may by motion continue the public hearing to a fixed date, time and place, or may continue the item to an undetermined date.
- G. **Investigations.** The hearing body may cause such investigations to be made as it deems necessary and in the public interest in any matter to be heard by it. Such investigation may be made by a committee of one or more members of the hearing body or by City staff. The facts established by such investigation shall be submitted to the hearing body either in writing, to be filed with the records of the matter, or in testimony before the hearing body, and may be considered by the Review Authority.
- H. **Decision.** The public hearing shall be closed before a decision is made by the hearing body.

17.96.100 Findings and Decision

When deciding to approve, approve with conditions, modify, revoke, or deny any discretionary permit under this Code, the Review Authority shall issue a Notice of Action and make findings of fact as required in this Code.

- A. **Notice of Action.** After a final decision is made by the Review Authority, to approve, modify, or deny an application, the Director shall issue a Notice of Action or Resolution. The Notice shall describe the action taken, including any applicable conditions, and shall list the findings that were the basis for the decision. The Notice shall be documented in writing and sent to the applicant within working 10 days at the mailing or email address stated in the application and to any other person or entity requesting the notification in writing. The notification shall describe the action taken, including any applicable conditions, and shall list the findings that were the basis for the decision.
- B. **Findings.** Findings, when required by State law or this Code, shall be based upon consideration of the application, plans, testimony, reports, and other materials that constitute the administrative record and shall be stated in writing in the resolution or record of the action on the permit.

17.96.110 Scope of Approvals

- A. **Scope.** An approval permits only those uses and activities actually proposed in the application and excludes other uses and activities. Unless otherwise specified, the approval of a new use shall terminate all rights and approvals for previous uses no longer occupying the same site or location.
- B. **Conditions of Approval.** The site plan, floor plans, building elevations and/or any additional information or representations, whether oral or written, indicating the proposed structure or manner of operation submitted with an application or submitted during the approval process shall be deemed to be conditions of approval. Any approval may be subject to requirements that the applicant guarantees, warranties, or ensures compliance with permit's plans and conditions in all respects.
- C. **Actions Voiding Approval.** If the construction of a building or structure or the use established is contrary to the description or illustration in the application, so as to either violate any provision of this Code or require additional permits, then resubmittal of a new application is required.
- D. **Periodic Review.** All approvals may be subject to periodic review to determine compliance with the permit and applicable conditions. If a condition specifies that activities or uses allowed under the permit are subject to periodic reporting, monitoring or assessments, it shall be the responsibility of the permit holder, the property owner or successor property owners to comply with such conditions.

17.96.120 Authority to Apply Conditions of Approval

In considering an application for a permit or other discretionary approval authorized by this Code, final Review Authorities may require changes to applications and impose conditions of approval in order to effect the policies of the General Plan and the purpose of this Code. Conditions of approval, which may include dedication of land, installation of specific improvements, size, design and placement of buildings or structures, landscaping, and limitations on use and hours of operation, shall be reasonably related to the type of impacts caused by the use of the property for which the permit or other discretionary approval is requested.

17.96.130 Expiration and Extension

- A. **Expiration.** A final decision on an application for any approval subject to appeal will become effective after the expiration of the appeal period as stipulated in Section 17.96.160, Appeals following the date of action, unless an appeal is filed in compliance with Section 17.96.160, Appeals. Permits and project approvals will lapse and become void one year after the approval date unless the entitlement/permit is exercised or a greater time period is granted by the Review Authority, or unless any of the following occurs:
1. ***Extension for a Permit with no Tentative Map.*** A time extension of one year beyond the initial approval period may be requested by applying to the Director at least 30 days prior to the expiration date of the permit. In no case shall the expiration date extend more than four years from the date of final approval. After that time, a new application shall be required. In order to grant the extension the Director shall find that:
 - a. The permit holder has clearly documented that they have made a good faith effort to commence work upon the use;
 - b. It is in the best interests of the City to extend the permit; and
 - c. There are no substantial changes to the project, no substantial changes to the circumstances under which the project is undertaken, and no new information of substantial importance that would require any further environmental review pursuant to the CEQA.
 2. ***Extension for a Permit Granted in Conjunction with a Tentative Map.*** The time limits for any permit granted in conjunction with an approved Tentative Map shall be automatically extended to be the same as the term of the map.
- B. **Exercise of a Use Permit.** A permit for the use of a building or a property is exercised when, if required, a valid City business license has been issued, and the permitted use has commenced on the site in accordance with applicable conditions of approval.
- C. **Exercise of a Building Permit.** A Building Permit is exercised when a valid City grading or Building Permit is secured and physical construction lawfully commenced, in accordance with applicable conditions of approval and all required habitat or biological requirements have been met.

- D. **Expiration of Grading or Building Permit.** If, upon expiration of the permit or approval, construction is not diligently pursued to completion, the permits and approvals will expire. A time extension based on circumstances beyond the applicant's control may be considered. Should a Grading Permit or Building Permit expire, a new entitlement shall be required.

17.96.140 Modifications to An Approved Permit

No modifications in the use or structure for which a permit or other approval has been issued is permitted unless the permit is revised in compliance with this Chapter.

- A. **Minor Revisions.** The Director may approve minor revisions to approved plans, permits, and conditions of approval if the requested changes will not substantially expand the approved floor area, and/or intensify any potentially detrimental effects of the project and the resulting revisions are substantially consistent with the original findings and intent of the approved design, use or permit.
- B. **Major Revisions.** A request for revisions to approved plans, conditions of approval of a discretionary permit, and/or revisions to an approved site plan or building plan that would intensify a use or potential negative impact of the project, must be treated as a new application, and shall be decided on by the same Review Authority as the original approved permit.

17.96.150 Revocation of Permits

Any permit granted under this Chapter may be revoked or revised for cause if any of the conditions or terms of the permit are violated or if any law or ordinance is violated.

- A. **Initiation of Proceeding.** Revocation proceedings may be initiated by the City Council, Planning Commission, Director, or Zoning Administrator.
- B. **Public Hearing Notice, Hearings, and Action.** A public hearing notice of a revocation preceding shall be noticed in accordance with Section 17.96.080, Public Notice. After conducting a public hearing, the Planning Commission, or City Council where they were the original approval authority, must act on the proposed revocation.
- C. **Required Findings.** The Planning Commission or City Council may revoke or modify the permit if it makes any of the following findings:
- a. The approval was obtained by means of fraud or misrepresentation of a material fact; or
 - b. The use, building, or structure has been substantially altered or expanded beyond what is set forth in the permit or substantially changed in character; or
 - c. The use has ceased to exist or has been suspended for one year; or
 - d. There is or has been a violation of or failure to observe the terms or conditions of approval, or the use has been conducted in violation of the provisions of this Chapter, or any applicable local or State law or regulation; or

- e. The use has been conducted in a manner detrimental to the public safety, health and welfare, and/or is a nuisance.
2. **Notice of Action Regarding Revocation.** Following a decision by the Review Authority to revoke or modify a permit, the Director must issue a Notice of Action within 10 days. The Notice of Action must describe the Planning Commission's or City Council's action and findings. The Director must mail notice to the permit holder and to any person or entity who requested the revocation proceeding.

17.96.160 Appeals

- A. **Applicability.** This Section allows for appeal of discretionary actions by the Planning Commission, Zoning Administrator, or Director in the administration or enforcement of the provisions of the Zoning Code.
- B. **Decisions of the Director.** The Planning Commission is the appeal body for decisions of the Director.
- C. **Decisions of the Zoning Administrator.** The Planning Commission is the appeal body for decisions of the Zoning Administrator.
- D. **Decisions of the Planning Commission.** The City Council is the appeal body for decisions of the Planning Commission.
- E. **Rights of Appeal.** Appeals may be filed by an applicant, the owner of the subject property, or any other person aggrieved by a decision that is subject to appeal under the provisions of this Chapter.
- F. **Time Limits.** Unless otherwise specified in State or Federal law, all appeals shall be filed in writing within 10 calendar days of the date when the action was taken. In the event an appeal period ends on a Saturday, Sunday, or any other day the City is closed, the appeal period shall end at the close of business on the next consecutive business day.
- G. **Standards of Review.** When reviewing any decision on appeal, the appeal body shall consider the appeal de novo and must use the same standards for decision-making required for the original decision. The appeal body may adopt the same decision and findings as were originally approved; it also may request or require changes to the application as a condition of approval.
- H. **Procedures.** The appeal filing must identify the decision being appealed and must clearly and concisely state the reasons for the appeal. The appeal must be accompanied by the required fee. The Director may waive fees for appeals filed by members of the City Council and the Planning Commission, the City Manager.
- I. **Proceedings Stayed by Appeal.** The timely filing of an appeal stays all proceedings in the matter appealed, including the issuance of City Building Permits and business licenses.
- J. **Transmission of Record.**
 1. **Decisions of the Director and of the Zoning Administrator.** The Director must schedule the appeal for consideration by the Planning Commission within 45 days of the date the appeal is filed. The Director must make available the appeal, the Notice of Decision, and all other documents that constitute the record to the Planning

Commission. The Director must also prepare a staff report that responds to the issues raised by the appeal and may include a recommendation for action.

2. ***Decisions of the Planning Commission.*** The City Clerk must schedule the appeal for consideration by the City Council within 45 days of the date the appeal is filed. The City Clerk must make available the appeal, the Notice of Decision, and all other documents that constitute the record to the City Council. The Director must also prepare a staff report with a Continuation of Appeal section that responds to the issues raised by the appeal and may include a recommendation for action.
3. ***Public Hearing Notice and Hearing.*** A public hearing notice must be provided pursuant to Section 17.96.080, Public Notice, and a public hearing must be conducted pursuant to Section 17.96.090, Conduct of Public Hearing. Notice of the hearing must also be given to the applicant, the party filing the appeal, and any other interested party who has filed with the City a written request for such notice.
4. ***Action.*** An action to grant an appeal requires a majority vote of the members of the appeal. A tie vote will have the effect of denying the appeal.

17.96.170 Certificates of Occupancy

- A. **Purpose.** This section establishes procedures for issuing a Certificate of Occupancy to verify that buildings and the proposed use of land complies with all applicable building and health laws and ordinances and with the requirements of this Code.
- B. **Certificate of Occupancy Required.** No structure erected, moved, altered or enlarged after the effective date of this Code shall be occupied or used, and no site shall be occupied or used until a Certificate of Occupancy has been issued by the Building Official.
- C. **Application.** Application for a Certificate of Occupancy shall be filed with the Building Official prior to the erection, moving, alteration or enlargement of any structure and prior to the commencement of a new use or a change in use of any structure or site.
- D. **Issuance.** The Building Official shall issue a Certificate of Occupancy upon receipt of written notice that the structure or site is ready for occupancy or use and after inspection; provided, that the structure or site and the intended use conform with all applicable building and health laws and ordinances and with the requirements of this Code.

Chapter 17.100 Planning Permits and Approvals (New)

17.100.010 Purpose

This Chapter establishes the procedures for the preparation, filing, and processing of applications for planning permits and other entitlements regulated by this Code.

17.100.020 Planning Permits and Approvals

The Director shall coordinate the review for all planning permit applications for uses and development. Table 17.100.020-1, Planning Permits and Review Authority, identifies the types of planning permits authorized by this Code, and the Review Authority responsible for reviewing and making decisions on each type of planning application.

Table 17.100.020-1: Planning Processes/Permits and Review Authority					
Permit Type	Advisory Body	Review Authority	Appeal Authority	Public Notice	Hearing
Administrative (Ministerial) Actions					
Determination of Public Convenience or Necessity (PCN)	Staff	Director ¹	Planning Commission	No	No
Zoning Clearance	Staff	Director	Planning Commission	No	No
Interpretations/Zoning inquiry/ Determinations	Staff	Director	Planning Commission	No	If referral
Pre-Application Review	Staff	n/a	n/a	No	No
Temporary Use Permit	Staff	Director	Planning Commission	No	If CEQA required or referral
Development Review Tier 1: Minor	Staff	Director	Planning Commission	No	No
Development Review Tier 2: Major	Staff	Director	Planning Commission	No	If referral
Sign Permit, Permanent Sign	Staff	Director	Planning Commission	No	No
Sign Permit, Temporary Sign	Staff	Director	Planning Commission	No	No
Modification to an Approved Discretionary or Administrative Permit, Minor	Staff	Director	Planning Commission	No	If referral

Division IV: Administration and Procedures

Table 17.100.020-1: Planning Processes/Permits and Review Authority					
Permit Type	Advisory Body	Review Authority	Appeal Authority	Public Notice	Hearing
Minor Modification	Staff	Director	Planning Commission	No	No
Discretionary Actions					
Appeals	Director	Planning Commission	City Council	Yes	Yes
Conditional Use Permit	Director	Planning Commission	City Council	Yes	Yes
Development Review Tier 3	Director	Zoning Administrator or Planning Commission	Planning Commission or City Council	Yes	Yes
Zoning Administrator Permit	Staff	Zoning Administrator	Planning Commission	Yes	If requested
Modification to an Approved Discretionary Permit, Major	Director	Review Authority of original permit	Appeal body for Applicable Review Authority	Same as original permit	Same as original permit
Variance	Director	Zoning Administrator	Planning Commission	Yes	Yes
Revocation of Permit	Director	Review Authority of Original Permit	Appeal body for Applicable Review Authority	Yes	Yes
General Plan Text and Map Amendments	Planning Commission	City Council	n/a	Yes	Yes
Zoning Text and Map Amendments	Planning Commission	City Council	Superior Court	Yes	Yes
Planned Development	Planning Commission	City Council	Superior Court	Yes	Yes
Development Agreements	Planning Commission	City Council	Superior Court	Yes	Yes
Reasonable Accommodation for Housing	Staff	Director	Planning Commission	No	No
Master Sign Program	Staff	Director	Planning Commission	No	No

Table 17.100.020-1: Planning Processes/Permits and Review Authority

Permit Type	Advisory Body	Review Authority	Appeal Authority	Public Notice	Hearing
Public Art	Director	Review Authority of original permit	City Council	No	Same as original permit
Demolition Permit Subject to Chapter 15.24, Historical Analysis	Director	Planning Commission	City Council	Yes	Yes

¹ Unless a CUP is required, in which case refer to Conditional Use Permit in this table.

17.100.030 Zoning Clearance (New)

- A. **Purpose.** This section establishes procedures for conducting a zoning or use clearance to verify that each new, modified or expanded use, activity, building, or structure complies with any applicable policies or standards of the General Plan, all of the applicable provisions of this Code, and any operative plans or conditions of approval the City has granted previously.
- B. **Applicability.** A Zoning Clearance is required for buildings or structures erected, constructed, altered, repaired, or moved, the use of vacant land, changes in the character of the use of land or a building or structure, or for substantial expansions in the use. Zoning Clearance is conducted as part of the Building Permit or other City application review and is required to confirm that the establishment of a new use is permitted as a matter of right and that no other entitlements are required prior to securing a tax certificate; issuance of a Grading Permit, Building Permit, or Sign Permit; and commencing operations. Zoning Clearance is required for the following actions:
 1. All buildings or structures that require a Building Permit;
 2. Signs;
 3. Business licenses;
 4. All planning entitlement and permit approvals to ensure compliance with applicable conditions of approval; and
 5. All other City applications that may be subject to the provisions of this Code, including, but not limited to, tree removal, encroachment, and grading and improvement plans.
- C. **Zoning Clearance Application.** No separate application form is necessary for Zoning Clearance.
- D. **Review Authority.** The Director shall be the designated approving authority for Zoning Clearance.
- E. **Clearance Determination Requirements.** The Director may request that the Zoning Clearance determination request be accompanied by a written narrative, operational statement, plans, and other related materials necessary to show that the proposed use,

development, or alteration of the site complies with all applicable provisions of this Code. The Director may require attachments of other written or graphic information, including a site plan.

- F. **Determination.** Zoning Clearance shall be granted if the Director determines that the proposed use, building, or structure is allowed as a matter of right by this Code and conforms to all the applicable development and use standards of this Code, Development Review, Use Permit, or other discretionary land use approval and that all conditions of such permits and approvals have been satisfied. An approved Zoning Clearance may include attachments or other written or graphic information, including but not limited to, statements, numeric data, site plans, floor plans, building elevations and sections, as a record of the proposal's conformity with the applicable regulations of this Title.

17.100.040 The Development Review Process

- A. **Purpose.** The Development Review procedure is established to ensure that new development supports the goals and objectives of the General Plan and other adopted plans and guidelines and is in compliance with applicable provisions of the Zoning Code. The specific purposes of development review are to:
1. Promote excellence in site planning and design and the harmonious appearance of buildings and sites;
 2. Ensure that new and modified uses and development will be compatible with the existing and potential development in the area;
 3. Ensure the preservation of natural landforms and existing vegetation;
 4. Protect historic resources and ensure compatibility with historic districts or adjacent resources; and
 5. Supplement other City regulations and standards in order to ensure control of aspects of design that are not otherwise addressed.
- B. **Applicability.** Development Review is required for all projects that require a permit for new construction, reconstruction, rehabilitation, alteration, or other improvements to the exterior of a structure, site, or landscaping or parking area except for:
1. Projects where there is no exterior building or site modifications, including openings, or where replacement of exterior materials are with the same materials; and/or
 2. Additions, construction, reconstruction, alterations, improvements, and landscaping that are consistent with previously approved entitlement and development review approval; and/or
 3. Single family and duplex landscaping unless part of a residential subdivision approval. (See also the Woodland Municipal Code Section 12.48.130, Tree preservation of established trees, heritage oak trees, specimen trees and landmark trees as part of development projects or on vacant/undeveloped commercial and residential property.)

C. **Assignment of Development Review Responsibilities.**

1. The Director is the Review Authority for Development Review Tiers 1 and 2.
2. The Director may refer Tier 2 applications directly to the Planning Commission when it is determined the public interest would be better served by the Planning Commission conducting the development review.
3. Either the Zoning Administrator or Planning Commission shall have development review authority for those Tier 3 Development Review applications that are combined with projects requiring discretionary entitlement approval by the Zoning Administrator (such as Zoning Administrator Permit or Minor Exception) or Planning Commission (such as Conditional Use Permit, Variance, Planned Development, or projects where Development Review is referred to the Planning Commission for review).

D. **Procedures.**

1. **Application.** A qualified applicant shall submit an application for Development Review on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees).
2. **Design Standards.** All projects shall be consistent with the applicable design standards and guidelines, which are intended to promote high-quality design, well-crafted and maintained buildings and landscaping, the use of high-quality building materials, and attention to the design and execution of building details and amenities in both public and private projects.

E. **Development Review Considerations.** Development review shall be based on application of the requirements of this Code applied to the design of the site plan, structures, landscaping, and other physical features of a proposed project, including, but not limited to:

1. Building proportions, massing, and architectural details;
2. Site design, orientation, location, and architectural design of buildings relative to the public way, existing structures on or adjacent to the property, topography, and other physical features of the natural and built environment;
3. Size, location, design, development, and arrangement of on-site parking and other paved areas;
4. Pedestrian, bike, and transit connections and facilities;
5. Exterior materials and, except in the case of the review of a single family residence, color as they relate to each other, to the overall appearance of the project, and to surrounding development;
6. Height, materials, design, fences, walls, and screen plantings;
7. Location and type of landscaping including selection and size of plant materials, and design of hardscape;
8. Size, location, design, color, lighting, and materials of all signs; and

9. Sustainable design, heat resilience, and consistency with the City's Climate Action Plan goals and policies.

F. Findings.

The Review Authority must make the following findings in order to approve Development Review for a project subject to administrative or discretionary approval:

1. The project is in conformance with the General Plan and Zoning Code;
2. The project is in conformance with applicable design and development standards;
3. If discretionary, the project is categorically exempt under or consistent with CEQA or other applicable Environmental Documents have been certified as complete and adequate;
4. Adequate utilities, access roads, drainage, sanitation, and/or other necessary facilities will be in place;
5. The project is consistent with or enhances the surrounding neighborhood, existing site improvements, quality, and safety;
6. The project design is appropriate to the function of the project and the project's operating characteristics minimize potential negative impacts and land use conflicts; and
7. The project will not be detrimental to the public health, safety, and general welfare.

17.100.050 Development Review Tier 1

- A. **Purpose.** Development Review Tier 1 provides a staff-level administrative review process. Development Review Tier 1 is intended to promote attractive, compatible architectural design, protect views, and preserve natural landforms and existing vegetation as identified below.

B. Applicability.

1. Development Review Tier 1 applies to:
 - a. New single-unit or duplex residential project.
 - b. Small additions, gates installed in driveways, expanded or updated landscape areas, remodels and accessory structures less than 1,200 gross square feet in Mixed-Use, Commercial, or Employment zones.
 - c. Accessory Dwelling Units over 800 square feet gross floor area.
 - d. Accessory structures larger than 120 square feet but less than 800 square feet gross floor area or over 12 feet in height in Residential zones.
 - e. Façade improvements or site alterations that are not visible from the right-of-way or that are up to 500 square feet in gross floor area. This includes exterior materials and, except in the case of development review of a single-family residence, color as they relate to each other, to the overall appearance of the project, and to surrounding development.

- f. Modifications to existing landscaping or parking lots for existing commercial, multi-family, mixed-use, or employment projects that do not disturb existing trees.
 - g. Other development improvements presenting similar impacts as determined by the Director.
 - h. Non-structural modifications (e.g., paint, in-kind window replacement, awnings) to buildings within the National Register Historic Downtown District or to designated historical resources outside of the Historic District.
- 2. The Director may waive the requirement for projects subject to Development Review Tier 1 when the project does not involve exterior building or site modifications, and/or when it can be determined that the modifications would be consistent with the previously approved entitlement for the site or use.

17.100.060 Development Review Tier 2

- A. **Purpose.** Development Review Tier 2 provides a staff level administrative review process for projects that are permitted but are more complex or larger in scope and scale than Tier 1 projects, that are visible from public view, or that may significantly change the design of the original structure or landscaping.
- B. **Applicability.**
 - 1. Development Review Tier 2 applies to projects that possess locational, structural, historic, traffic, or operating characteristics requiring special consideration in order to ensure compatibility with neighboring properties. This includes:
 - a. New non-residential buildings;
 - b. Exterior modifications or site alterations for non-residential buildings and structures, visible from the right-of-way and/or over 500 square feet in gross floor area;
 - c. New residential projects over two units;
 - d. The exterior remodel of multi-family residential buildings or structures;
 - e. New landscaping, or significantly revised (greater than 60 percent) existing commercial, industrial, or multi-family landscaping, including the potential removal of existing trees;
 - f. Accessory structures over 800 gross square feet in gross floor area or over 12 feet in height in Residential zones and accessory structures over 1,200 gross square feet in gross floor area in Mixed-Use, Commercial, or Employment zones; and
 - g. Projects previously reviewed under an entitlement process that requires staff level review of the site and architectural design.
 - 2. The Director may refer a Tier 2 Development Review application to the Planning Commission to act as the approval body (no public notice as required by Section

17.96.080, Public Notice) when in their opinion the public interest would be better served by having the Planning Commission conduct the Development Review.

17.100.070 Development Review Tier 3

- A. **Purpose.** Development Review Tier 3 provides a discretionary review process for those projects that are complex in nature, and that may have a concurrent discretionary entitlement review or impact a potentially significant historic resource. Development Review Tier 3 is also intended to promote attractive, compatible architectural design, protect views and preserve natural landforms, historic resources, and existing vegetation.
- B. **Applicability.** Development Review Tier 3 applies to those projects that are complex in nature and that may have a concurrent discretionary entitlement review or which impact a potentially significant historic resource as well as projects that possess locational, structural, traffic, or operating characteristics requiring special consideration in order to ensure compatibility with neighboring properties. This includes:
1. Projects referred from the Director which will be reviewed administratively by the Review Authority and not as a discretionary entitlement review;
 2. Projects where conditions of approval require the Zoning Administrator or Planning Commission to be the Review Authority;
 3. Concurrent processing of projects that require a Zoning Administrator Permit, Conditional Use Permit, Variance, or any other discretionary approval;
 4. Where exceptions to the ADU standards of Section 17.80.030, Accessory Dwelling Units, are requested; and
 5. New buildings, demolitions, or structural modifications to buildings in the National Register Historic District, or modification, alteration, or demolition of a designated historic resource outside of a Historic District.
- C. **Conditions of Approval.** The Approval Authority may approve, approve with conditions, or deny an application for a Development Review Tier 3 Permit.

17.100.080 Temporary Use Permit

- A. **Purpose.** A Temporary Use Permit provides a process for the review and approval of certain uses that are intended to be of limited duration of time and that will not permanently alter the character or physical facilities of the site where they occur, nor prevent development of future uses.
- B. **Applicability.**
1. A Temporary Use Permit is required for any temporary uses that are not otherwise permitted in the base zoning district regulations.
 2. A Temporary Use Permit is required for temporary uses as described in Section 17.80.370, Temporary Uses.

3. If the Director determines that a temporary use is likely to result in significant environmental impacts the Temporary Use Permit shall be processed as a Zoning Administrator Permit application pursuant to Section 17.100.090, Zoning Administrator Permit or a Conditional Use Permit application, pursuant to Section 17.100.100, Conditional Use Permit.
- C. **Review Authority.** The Director shall approve, conditionally approve, or deny applications for Temporary Use Permits. The Director may refer a Temporary Use Permit to the Planning Commission if the Director finds that the temporary use may have substantial potential effects that warrant additional public notification and review.
- D. **Temporary Use Permit Application Requirements.** A qualified applicant shall submit an application for a Temporary Use Permit on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees). An application must be submitted at least 30 days before the temporary use is intended to begin.
- E. **Duration of Temporary Use Permit.**
 1. Time limits for temporary uses are prescribed in Section 17.84.370, Temporary Uses.
 2. Unless otherwise stipulated in this Code, the Director shall determine the duration of the temporary use.
- F. **Findings.** The Director may approve an application for a Temporary Use Permit upon making the following findings.
 1. The proposed temporary use will not unreasonably affect adjacent properties, their owners and occupants, or the surrounding neighborhood, and will not in any other way constitute a nuisance or be detrimental to the health, safety, peace, comfort, or general welfare of persons residing or working in the area of such use or to the general welfare of the City;
 2. The proposed temporary use will not unreasonably interfere with pedestrian or vehicular traffic or circulation in the area surrounding the proposed use; and
 3. The proposed temporary use will not create a demand for additional parking that cannot be safely and efficiently accommodated by existing parking areas or a parking management plan.
- G. **Operating Requirements.** The Director may approve, approve with operating requirements, or deny an application for a Temporary Use Permit.

17.100.090 Zoning Administrator Permit

- A. **Purpose.** A Zoning Administrator Permit provides a process for the review of uses that generally meet the purposes of the applicable district but which require special consideration in their design or operation to ensure compatibility with surrounding uses. The Zoning Administrator Permit review is a discretionary action that may require CEQA review and/or other mitigation, habitat mitigation, and the application of critical conditions of approval. The purpose of a Zoning Administrator Permit is also to:

1. Consider the relationship of the use or project to the neighborhood and community as a whole;
 2. Determine if the project's use and location is compatible with the types of uses that are normally permitted in the surrounding area;
 3. Consider the compatibility of the proposed use with the site's characteristics;
 4. Evaluate the adequacy of services and facilities for the proposed use;
 5. Provide an opportunity for public review and comment on the proposed use when appropriate;
 6. Allow for consideration of requested exceptions from required design standards;
 7. Ensure State CEQA, biological, cultural, and other critical reviews are conducted as needed; and
 8. Identify and apply conditions and requirements necessary to comply with the basic purposes of this Code, the General Plan, and any applicable plans or regulations.
- B. **Applicability.** A Zoning Administrator Permit applies to the uses and activities identified in Division II, Zoning Regulations.
- C. **Zoning Administrator Permit Application Requirements.** A qualified applicant shall submit an application for a Zoning Administrator Permit on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees).
- D. **Public Notice and Hearings.**
1. A public notice shall be mailed to adjacent property owners to provide a 10-day public comment period in compliance with Section 17.96.080, Public Notice, and/or the Director may require the site to be posted with a notice consistent with the requirements provided in Section 17.96.080.C, Posted Notice.

If no significant comments or concerns are received the item will be acted on by the Zoning Administrator. If public comment, concerns, or issues are received, a public hearing shall be scheduled, the Director shall prepare a staff report, and the Zoning Administrator shall hold a public hearing with appropriate public notice, prior to final action on the application.
- E. **Conditions of Approval.** The Zoning Administrator may apply reasonable conditions of approval to assure compliance with applicable regulations and standards.
- F. **Approval Applies to Land.** Any Zoning Administrator Permit approval shall run with the land and shall continue to be valid for the time period specified, whether or not there is a change of ownership of the site or structure to which it applies. Zoning Administrator Permit approval cannot be transferred to another site.
- G. **Referral to Planning Commission.** The Zoning Administrator may refer a Zoning Administrator Permit application to the Planning Commission. Such referral shall be at the discretion of the Zoning Administrator and shall be dependent upon policy implications, unique or unusual circumstances, adjacency to sensitive uses, the magnitude of the project,

the need for certification of an environmental document, or other factors determined by the Zoning Administrator to warrant Planning Commission review.

H. **Findings.** The Zoning Administrator may approve or conditionally approve a Zoning Administrator Permit if the following findings can be made:

1. The proposed use is consistent with the General Plan;
2. The proposed use is consistent with the purposes of the Zoning Code, and the purposes of the applicable zoning district;
3. The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities and the absence of physical constraints;
4. The design, location, size and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity including transportation and service facilities;
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located; and
6. The proposed project has been reviewed in compliance with CEQA.

17.100.100 Conditional Use Permit

A. **Purpose.** A Conditional Use Permit (CUP) provides a public review process for discretionary review of proposed uses and activities that require special consideration by the Planning Commission to ensure that their effects are compatible with locational, use, structural, traffic, and/or the characteristics of neighboring properties and the community. This discretionary review process is intended to ensure land use compatibility and mitigate potential impacts or conflicts that could otherwise result from the proposed use. A Conditional Use Permit also serves the following purposes:

1. To consider the relationship of the use or project to the neighborhood and community as a whole;
2. To determine if the project's use and location is compatible with the types of uses that are normally permitted in the surrounding area;
3. To consider the compatibility of the proposed use with the site's characteristics;
4. To evaluate the adequacy of services and facilities for the proposed use;
5. To provide an opportunity for public review and comment on the proposed use; and
6. To identify conditions and requirements necessary to comply with the basic purposes of this Code, the General Plan, and any applicable plans or regulations.

B. **Applicability.** A Conditional Use Permit applies to the uses and activities identified in Division II, Zoning Regulations.

- C. **Conditional Use Permit Application Requirements.** A qualified applicant shall submit an application for a Conditional Use Permit on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees).
- D. **Public Notice and Hearing.** A public hearing notice shall be mailed in compliance with Section 17.96.080, Public Notices. The applicant shall be responsible for posting the site consistent with a format provided by the City and shall provide verification of such posting. A public hearing will be scheduled prior to final action on the application.
- E. **Conditions of Approval.** The Planning Commission may apply reasonable conditions of approval to assure compliance with applicable regulations and standards.
- F. **Approval applies to land.** Any Conditional Use Permit approval shall run with the land and be valid, whether or not there is a change of ownership of the site or structure to which it applies. Conditional Use Permit approval cannot be transferred to another site.
- G. **Modification.** A requested modification to an approved Conditional Use Permit may be considered by the Director or final Review Authority consistent with Section 17.96.140, Modifications to An Approved Permit..
- H. **Findings.** The Planning Commission may approve or conditionally approve a Conditional Use Permit if the following findings can be made:
 - 1. The proposed use is consistent with the General Plan;
 - 2. The proposed use is consistent with the purposes of the Zoning Code, and the purposes of the applicable zoning district;
 - 3. The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints;
 - 4. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity including transportation and service facilities;
 - 5. Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located; and
 - 6. The proposed project has been reviewed in compliance with CEQA.

17.100.110 Minor Modification (New)

- A. **Purpose.** The purpose for a Minor Modification is to establish a means of granting relief from the requirements of this Code when doing so would be consistent with the purposes of the Code. It allows the Director, or appropriate Review Authority if combined with other permit requests, to grant minor modifications to the development standards provided in Table 17.100.110-1, Types of Minor Modifications.
- B. **Applicability.** A Minor Modification applies only to the modifications identified in Table 17.100.110-1 from the requirements of this Code.

Table 17.100.110-1: Types of Minor Modifications	
Types of Minor Modifications	Maximum Modification
An increase in lot coverage.	10%
Lot area, width, or depth	10% (applicable on an individual lot, or to an overall subdivision)
A reduction of a designated setback.	15%
An increase in allowable building height.	15%
Reduction in required open space on a lot	10%
An increase of the allowed maximum height of a fence or wall located within a designated setback area.	10%
Where a majority of lots are developed with single-family residences with nonconforming setbacks, new buildings or structures may conform to the pattern established by the majority of the existing buildings or structures in the same block. This is most likely to occur in older historic neighborhoods.	Determined on a case-by-case basis
To encourage the development of housing units for disabled persons with limited mobility, the Director may allow deviation from the prescribed standards of this Title and where necessary to install features that facilitate access and mobility for disabled persons.	Determined on a case-by-case basis
Deviation from Façade Design Standards for those situations where a project is requesting exception from objective standards.	Determined on a case-by-case basis

- C. **Calculation of Modification.** As an example, assume that the standard will be modified by 10 percent. If a site is 5,000 square feet in total area, and 20 percent open space of a lot area is required, a total of 1,000 square feet of open space must be provided. A 10 percent modification of the base standards would equate to a reduction of 100 square feet of open space (i.e., $1,000 \times 10 \text{ percent} = 100$). As a result, only 900 square feet of open space would be required.
- D. **Minor Modification Application Requirements.** A qualified applicant shall submit an application for a Minor Modification on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees).
- E. **Precedents.** Each Minor Modification application shall be reviewed on an individual case-by-case basis. The approval of a Minor Modification in one situation is not relevant to the City's consideration of the approval of a Minor Modification in a new situation.

- F. **Procedure.** The Director or Review Authority shall make the final determination on the Minor Modification application. The Director may choose to refer any application to the Planning Commission for hearing and decision.
- G. **Findings.** The Director shall approve, with or without conditions, a Minor Modification application only after the following findings are made:
 - 1. The deviation is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances;
 - 2. The Minor Modification is the minimum departure from the requirements of this Code necessary to grant relief to the applicant, and would not be detrimental to the public welfare or injurious to the property or improvements in the vicinity or the zone in which the subject property is located.
 - 3. Granting the requested deviation will not detract from the overall appearance of the neighborhood or immediate vicinity and will not impair the provision of adequate light, air, circulation, or visual openness; and
 - 4. The deviation, as proposed and conditioned, will achieve the general purposes of this Title or the specific purposes of the zoning district in which the project is located.

17.100.120 Variance

- A. **Purpose.** A variance provides a mechanism for the Zoning Administrator to provide relief from the strict application of this Code where this will deprive the owner of privileges enjoyed by similar properties because of the subject property's unique and special conditions.
- B. **Applicability.** A variance may be granted to vary or modify dimensional and performance standards. A variance may not be granted to allow new uses or a modification to the density or intensity requirements of this Code, or activities that this Code does not authorize for a specific lot or site.
- C. **Referral.** The Zoning Administrator may refer applications directly to the Planning Commission when in their opinion, the public interest would be better served.
- D. **Variance Application Requirements.** A qualified applicant shall submit an application for a Variance on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees). In addition to other application requirements, the application for a Variance shall include data or other evidence showing that the requested Variance conforms to the required findings set forth in Section 17.100.120.G, Findings.
- E. **Precedents.** Each Variance application shall be reviewed on an individual case-by-case basis and the approval of a prior Variance is not relevant to the City's consideration of the approval of a new Variance.
- F. **Public Notice and Hearing.** Noticing for a Variance shall be provided in compliance with Section 17.96.080 Public Notice. The Zoning Administrator shall conduct a public hearing on an application for a Variance. Public hearings shall be conducted in compliance with Section 17.96.090, Conduct of Public Hearings.

- G. **Findings.** The Zoning Administrator shall approve, with or without conditions, a Variance application only after the following findings are made:
1. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, such that the strict application of this Code deprives the property of privileges enjoyed by other property in the vicinity and under the identical zone;
 2. The special circumstances applicable to the property identified in Subsection 17.100.120.G.1, was not created by any act of the property owner (i.e., a Variance shall not be granted for a self-imposed hardship);
 3. Granting the Variance would not authorize a use or activity which is not otherwise expressly authorized by the zone governing the property for which the application is made;
 4. Granting the Variance will not be materially detrimental to the public health, safety, or welfare and will not impair an adequate supply of light and air to adjacent property;
 5. The Variance is consistent with the General Plan and any applicable Specific Plan or the potentially adverse effects of the Variance in relation to the General Plan are exceeded by the individual hardship which would be relieved by granting the Variance; and
 6. The Variance is the minimum departure from the requirements of this Code necessary to grant relief to the applicant, and would not be detrimental to the public welfare or injurious to the property or improvements in the vicinity or the zone in which the subject property is located.

17.100.130 Building Permit

- A. **Purpose.** Before commencing any work pertaining to the erection, construction, reconstruction, moving, conversion, or alteration of any structure or any addition to any structure, including the grading of land and the demolition of a structure, a Building Permit shall be secured from the Department.
- B. **Conformance with Associated Planning Entitlements.** Prior to issuance of a Building Permit, site plans, elevations, construction documents, and other information provided with a Building Permit application shall be determined to substantially conform to the project plans which were approved with a Development Permit, Conditional Use Permit, Zoning Administrator Permit, or other entitlement for the project by the Director. Substantial inconsistencies between the Building Permit application information and approved plans, as determined by the Director, may be subject to revocation of planning permits or rejection of the Building Permit application.
- C. **Timing.**
1. No application for a Building Permit shall be accepted within 30 days of approval of the second reading of an ordinance approving a change of zone, planned land use designation, or Code regulations that would be affected by the proposed changes.

2. Building Permits shall not be considered concurrently with entitlements unless the project has been scheduled for public hearing final action and written authorization is provided by the Director. In such instances, the applicant shall affirm in writing that the concurrent review is being done at the applicant's risk, and if the entitlement is rejected for the project, the Building Permit review shall be halted and shall not resume until all necessary entitlements are granted and new, corresponding building plans are submitted.
- D. **Demolition.** Before any structure is demolished, the City's Historic Preservation Officer shall review the request for potential historic significance.

17.100.140 Sign Permit – Permanent Signs

- A. **Purpose.** This Section establishes the permitting requirements for permanent sign structures described in Chapter 17.72 (Signs) to ensure that all permanent signs are in compliance with applicable Code standards.
- B. **Sign Permit Requirement.**
1. It shall be unlawful for any person to erect, place, display, alter, repair, or relocate a permanent sign or sign structure without first obtaining approval for a Sign Permit from the Director.
 2. Section 17.72.030, Sign Permits describes the types of signs and modifications to signs for which a Sign Permit is not required.
- C. **Review and Approval.**
1. **Review and Determination.**
 - a. A qualified applicant shall submit an application for a Sign Permit on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees).
 - b. The Director shall review the Sign Permit application and supporting documentation for compliance with the standards of Chapter 17.72 (Signs). The Director shall determine whether the Sign Permit may be issued or if additional information is required from the applicant to complete the permit application. If the Sign Permit application is denied, the reason shall be stated in writing.
 - c. Where required in Chapter 17.72 (Signs), an Encroachment Permit must be submitted for review and approval by the State Department of Transportation or the City Public Works Director (City Engineer) and must be obtained prior to issuance of a Sign Permit.
 2. **Method of Review.** After receipt of a complete Sign Permit application, the Zoning Administrator shall render a decision to approve, approve with modifications, or deny the Sign Permit. This review will ensure that any sign proposal is in conformance with the requirements of Chapter 17.72, Signs, and is consistent with the City's objectives. The Director may grant slight deviations from the designated sign area or location or

distance between signs, not to exceed 10 percent, when its determined no other reasonable method of providing signage is functional.

3. **Substitution.** Any time after a Sign Permit is issued, a new owner, tenant, or lessee of record may be substituted for the original applicant if a record of the new interest is made with the City and the new interest assumes all obligations they would have had consistent with the original permit.
4. **Expiration.** A Sign Permit shall expire and become null and void if the work authorized in compliance with the permit is not commenced within 180 days from the date of issuance of the Sign Permit, or if work is suspended or abandoned for a period of 90 days or more at any time after the work has commenced. If a Sign Permit has not been obtained within 180 days after the Sign Permit has been approved and issued, the application shall be considered withdrawn.
5. **Inspections.**
 - a. All signs for which a Sign Permit is required are subject to inspection to establish compliance with the provisions of Chapter 17.72, Signs, as well as the following additional inspections, unless waived in writing by the Building Official:
 - i. Footing inspections on all freestanding signs, including the addition of additional sign area to existing signs;
 - ii. Electrical inspections for all sign structure(s) prior to placement; and,
 - iii. Final inspection to establish compliance with provisions of this Code and other applicable City Codes.
 - b. **Violations.** Any work commenced without a Sign Permit, or any work beyond the authorized scope of a Sign Permit constitutes a violation of this Chapter and is grounds for the Director to issue a correction notice and/or to stop all work on the sign until appropriate permits are obtained (see Section 17.72.080, Enforcement).

17.100.150 Sign Permit – Master Sign Program

- A. **Purpose.** A Master Sign Program provides mixed-use, non-residential, and multi-family residential uses with flexibility to develop innovative, creative, and effective signage and to improve the aesthetics of the City.
- B. **Applicability.** A Master Sign Program applies to proposed or existing mixed-use, non-residential, and multi-family residential uses as follows:
 1. A Master Sign Program is required for:
 - a. Projects with five or more non-residential tenants;
 - b. Multi-unit developments of 50 or more units;
 - c. Whenever five or more signs are proposed for a building or site;

- d. To erect a freeway-oriented sign (refer to Table 17.72.050.D.5, Standards for Freeway-Oriented Signs);
- e. Projects in which flexibility in sign design is sought so that high quality signs may be provided which contribute to the attractiveness and economic viability of their surroundings, but which may not meet the standards otherwise required for the subject location or zoning district; and
- f. Any project proposed as a Planned Development (see Chapter 17.56, Planned Development).

C. Review.

- 1. A qualified applicant shall submit an application for a Master Sign Program on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees)
- 2. At a minimum, all Master Sign Programs shall include the type, number, size, location/placement, and general design parameters of all permanent building mounted and freestanding signs. Modifications to any previously approved Master Sign Program shall be made in the same manner as the original approval.
- 3. All Master Sign Program submittals shall be reviewed for compliance with the requirements of Chapter 17.72, Signs, and the Zoning Administrator shall either approve, conditionally approve, or deny the proposed Master Sign Program. Following approval by the Zoning Administrator, a copy of the approved Master Sign Program will be made available to the applicant.
- 4. Individual signs authorized by an approved Master Sign Program require the issuance of separate Sign Permits as described in Section 17.100.140, Sign Permit – Permanent Signs provided:
 - a. The signs comply with all applicable conditions of the approved Master Sign Program;
 - b. Sign Permit applications are submitted within a time period specified as part of the conditions of the content or review of the Master Sign Program, where applicable; and
 - c. Sign Permit applications are submitted prior to any subsequent amendment to this Chapter which is more restrictive than provisions existing when the Master Sign Program was approved.
- 5. The Planning Commission shall review all Master Sign Programs which include a request for an increase in allowable sign height and area beyond the limits established in Section 17.72.050, Standards for Permanent Signs, for freestanding and building mounted signs for multi-tenant buildings and shopping centers.

D. Supplemental Provisions.

- 1. Modifications to an approved Master Sign Program shall be reviewed by the Zoning Administrator.

2. No sign identified in this section may be placed upon real property without the consent of the real property owner(s), who shall either sign and submit the application for a Master Sign Program or designate in writing an authorized representative.
3. A Master Sign Program may be implemented in phases.

17.100.160 Reasonable Accommodation for Persons with Disabilities

- A. **Purpose.** This Section provides a formal procedure for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) to request Reasonable Accommodation in the application of the City's land use regulations and to establish relevant criteria to be used when considering such requests.
- B. **Applicability.**
 1. A request for Reasonable Accommodation may be made by any person with a disability, their representative, or any entity, when the application of a zoning law or other land use regulation, policy, or practice acts as a barrier to fair housing opportunities.
 2. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has record of such impairment. This Section is intended to apply to those persons who are defined as disabled under the Acts.
 3. A request for Reasonable Accommodation may include a modification or exception to the rules, standards, and practices for the site, development, and use of housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice. This Section allows for minor structural modifications and/or regulatory exceptions. Nothing in this Section shall be interpreted to require the City to waive or reduce development or building fees associated with the granting of a Reasonable Accommodation request. Requests for Reasonable Accommodation shall be made in the manner prescribed within this Section.
- C. **Review Authority and Procedure.**
 1. Requests for Reasonable Accommodation shall be reviewed by the Director if no discretionary approval is sought other than the request for Reasonable Accommodation. The Director shall make a written determination within 45 days and either grant, grant with modifications, or deny a request for Reasonable Accommodation in accordance with Subsection 17.100.160.E, Criteria for Findings and Decision.
 2. Requests for Reasonable Accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the Review Authority responsible for reviewing the discretionary land use application. The written determination on whether to grant or deny the request for Reasonable

Accommodation shall be made by the Review Authority in compliance with the applicable review procedure for the discretionary review. The written determination to grant or deny the request for reasonable modification shall be made in accordance with Subsection 17.100.160.E, Criteria for Findings and Decisions.

- D. **Application Requirements.** A qualified applicant shall submit an application for a Reasonable Accommodation on a form prescribed by the Director as prescribed in Section 17.96.020, Application Forms and Fees. No noticing or public hearings are required for a Reasonable Accommodation request.
- E. **Criteria for Findings and Decision.** The Director must consider all of the following factors in order to approve or deny a request for Reasonable Accommodation;
1. Whether the housing, which is the subject of the request, will be used by a person with a disability as defined under the Acts;
 2. Whether the request for Reasonable Accommodation is necessary to make specific housing available to a person with a disability as defined under the Acts;
 3. Whether the requested Reasonable Accommodation would impose an undue financial or administrative burden on the City; and
 4. Whether the requested Reasonable Accommodation would require a fundamental alteration in the nature of a City program or law, including, but not limited to, land use and zoning;
- F. **Conditions of Approval.** In granting a request for Reasonable Accommodation, the Review Authority may impose any conditions approval deemed reasonable and necessary to ensure that the Reasonable Accommodation would comply with the findings required by Subsection 17.100.060.E, Criteria for Findings and Decisions above. Conditions shall also state that the accommodation granted shall terminate if the recipient of the accommodation requested no longer resides on the property as stated in Subsection 17.100.160.G.2.
- G. **Appeals, Expiration, Extensions, and Revisions.**
1. Appeals. A decision on Reasonable Accommodation request may be appealed as provided for in Section 17.96.160, Appeals.
 2. Expiration, Extensions, and Revisions. A Reasonable Accommodation approval may only be expired, extended or revised as provided for in Chapter 17.96, Common Procedures. A Reasonable Accommodation approval shall terminate if the accommodation is no longer required, or if the recipient of the accommodation no longer resides at the property.

17.100.170 Pre-zoning for Annexation

- A. **Purpose.** The purpose of pre-zoning property is to determine the zoning that will apply to property upon subsequent annexation to the City.
- B. **Applicability.** The pre-zoning process applies to unincorporated property adjoining the City within the urban limit line that is subject to a pending annexation.

- C. **Initiation.** Pre-zoning shall be initiated by a resolution of intention by the Planning Commission or the City Council.
- D. **Procedure.** Pre-zoning applications shall be processed following the procedures established in Chapter 17.108, Amendments to the Zoning Map and Text. Pre-zoning shall become effective at the same time as an annexation becomes effective.
- E. **Zoning of annexed areas.** Upon the annexation of property to the City which has not been pre-zoned, the Planning Commission shall initiate proceedings to zone the annexed property to a zoning classification in conformity with the General Plan following the procedures established in Chapter 17.108, Amendments to the Zoning Map and Text.

17.100.180 Development Agreements (New)

- A. **Purpose.** This Chapter establishes procedures and requirements for considering and entering into legally binding agreements with applicants for development projects, as provided for in State law. Such agreements provide a greater degree of certainty than the normal permit approval process by granting assurance that an applicant may proceed with development in accord with policies, rules, and regulations in effect at the time of approval subject to conditions to promote 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.
- B. **Applicability.**
 - 1. The City incorporates by reference the provisions of Government Code Sections 65864-65869.5. In the event of any conflict between the statutory provisions and this Chapter, the statutes shall control.
 - 2. A Development Agreement may be considered for a proposed development that will require a developer to make a substantial investment at the early stages of the project for planning and engineering for the entire project and for public facilities and services.
- C. **Initiation.**

An application for a Development Agreement may be initiated by any qualified applicant identified in Section 17.96.020, Application Forms and Fees, or by a motion of the City Council or Planning Commission.
- D. **Review Authority.**
 - 1. The Director shall negotiate the specific components and provisions of the Development Agreement on behalf of the City. The Director may request input from other affected Departments, as needed.
 - 2. The City Council has the exclusive authority to approve a Development Agreement. After receiving recommendations from the Planning Commission, the City Council may adopt, reject, or modify a Development Agreement based on consideration of the requirements of this Chapter.

E. **Procedure.**

1. ***Application Requirements.*** Applications for Development Agreements shall be filed with the Director in accordance with the following procedures. In addition to any other application requirements, the application for a Development Agreement shall include data or other evidence in support of the applicable findings required by Section 17.100.180.H, Required Findings.
2. ***Concurrent Processing.*** An application for a Development Agreement will be made and considered simultaneously with the review of other applications, including, but not limited to rezoning, Planned Development, and a Conditional Use Permit. A Development Agreement is not a substitute for, nor an alternative to, any other required permit or approval, and the qualified applicant must comply with all other required procedures for development approval.
3. ***Contents of Development Agreements***
 - a. **Required Contents.** A Development Agreement shall specify its duration, the permitted uses of the subject property, the general location and density or intensity of uses, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and provisions concerning its transferability (assignment).
 - b. **Additional Contents.** Development Agreements may also include the following:
 - i. **Improvements and Fees.** Requirements for construction and maintenance of onsite and offsite improvements or payment of fees in lieu of such dedications or improvements.
 - ii. **Conditions.** Conditions, terms, restrictions, and requirements for subsequent discretionary actions, except that the applicant's responsibility to obtain all required land use approvals is retained.
 - iii. **Environmental Mitigation.** Conditions and restrictions imposed by the City with respect to the project, including those conditions, restrictions and mitigation measures proposed in any associated environmental document.
 - iv. **Phasing.** Provisions that the project must be constructed in specified phases, that construction shall commence within a specified time, and that the project or any phase be completed within a specified time.
 - v. **Financing.** If the Development Agreement requires applicant financing of necessary public facilities, it may include terms relating to subsequent reimbursement over time for such financing.
 - vi. **Indemnity.** An indemnity clause requiring the applicant to indemnify and hold the City harmless against claims arising out of or in any way related to the actions of the applicant in connection with the application or the development process, including all legal fees and costs.

- vii. Performance Obligation. Provisions to guarantee performance of obligations stated in the agreement.
- viii. Other Items. Other components and provisions as negotiated by the City and the applicant.

F. **Planning Commission Hearing and Recommendation.**

1. **Notice.** Public notice of hearings by the Planning Commission for a Development Agreement shall be given as specified in Section 17.96.080, Public Notice. Notice of the hearing shall also be mailed or delivered to any other local agency expected to provide essential facilities or services to the property that is the subject of the Development Agreement.
2. **Hearing.** The Planning Commission shall conduct a public hearing and make recommendations to the City Council in conformance with the provisions of Section 17.96.090, Conduct of Public Hearing.
3. **Recommendation to Council.** Following the public hearing, the Planning Commission shall make a recommendation on the proposed Development Agreement. The Director shall transmit the Planning Commission's written recommendation and complete record of the application to the City Council.

G. **City Council Review and Recommendation.**

1. **Notice.** Public notice of hearings by the City Council for a Development Agreement shall be given as specified in Section 17.96.080, Public Notice. Notice of the hearing shall also be mailed or delivered to any other local agency expected to provide essential facilities or services to the property that is the subject of the Development Agreement.
2. **Hearing.** After receiving the report with the Planning Commission recommendation, the City Council shall hold a public hearing in accordance with Section 17.96.090, Conduct of Public Hearing. The public hearing notice for the hearing shall include a summary of the Planning Commission recommendation.
3. **Decision.** At the conclusion of the hearing, the City Council may approve, modify, or deny the Development Agreement. Approval of a Development Agreement shall be by ordinance. The ordinance shall refer to and incorporate by reference the text of the Development Agreement. If the Council proposes any substantial modification to the Development Agreement, the proposed modification shall first be referred back to the Planning Commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing. The failure of the Planning Commission to report within 40 days after the referral, shall be deemed a recommendation to approve and the amendment to the Development Agreement, and shall be returned to the City Council for approval.

H. **Required Findings.**

The Planning Commission when making its recommendation on a Development Agreement, and the City Council, must make the finding to approve a Development Agreement that the proposed Development Agreement and its provisions are consistent with the General Plan

and any applicable Specific Plan. This requirement may be satisfied by a finding that the provisions of the Development Agreement are consistent with proposed General Plan or Specific Plan provisions to be adopted concurrently with the approval of the proposed Development Agreement.

I. **Execution and Recordation.**

Within 10 days after the ordinance approving the Development Agreement takes effect, the Mayor or their designee shall execute the Development Agreement on behalf of the City, and the City shall record the Development Agreement with the County Recorder.

J. **Periodic Review.**

The applicant shall be required to demonstrate compliance with the provisions of the Development Agreement at least once a year, at which time the Director shall review each approved Development Agreement.

1. **Finding of Compliance.** If the Director, based on substantial evidence, determines that the applicant is in compliance with the provisions of the Development Agreement, then no action is required.
2. **Finding of Non-compliance.** If the Director finds the applicant has not complied with the provisions of the Development Agreement, the Director may issue a finding of noncompliance. The Director shall specify in writing to the applicant the respects in which the applicant has failed to comply, and shall set forth terms of compliance and specify a reasonable time for the applicant to meet the terms of compliance. If the applicant does not comply with any terms of compliance within the prescribed time limits, the Development Agreement shall be subject to termination or modification pursuant to this Chapter.
3. **Appeal of Determination.** Within 10 days after issuance of a finding of noncompliance, any interested person may file a written appeal of the finding with the City Council as described in Section 17.96.160, Appeals. The appellant shall specify the reasons for the appeal. The issuance of a finding of compliance or finding of noncompliance by the Director and the expiration of the appeal period without appeal, or the confirmation by the City Council of the issuance of the finding on such appeal, shall conclude the review for the applicable period and such determination shall be final.

K. **Amendment or Cancellation.**

1. **Mutual Agreement.** Any Development Agreement may be canceled or amended by mutual consent of the parties following compliance with the procedures specified in this Section.
 - a. **Director Approval.** Any amendment to a Development Agreement which is not specific to the duration of the agreement, permitted uses of the property, density or intensity of use, timing of development, height or size of proposed buildings, provisions for reservation or dedication of land, or to any conditions, terms, restrictions and requirements relating to subsequent discretionary actions related to design or improvements or construction standards and specifications, may be made by the Director without noticed public hearing. A

Development Agreement may also specify procedures for additional administrative approval of minor amendments by mutual consent of the applicant and Director.

- b. City Council Approval. The procedure for proposing and adopting an amendment to, or the cancellation in whole or in part, of a Development Agreement, shall be the same as the procedure for originally entering into a Development Agreement.
2. **After Finding of Non-Compliance.** If a finding of noncompliance does not include terms of compliance, or if applicant does not comply with the terms of compliance within the prescribed time limits, the Director may refer the Development Agreement to the City Council for termination or modification. The City shall first give written notice to the party executing the agreement of its intention to initiate such proceedings. Such notice shall be given not less than 30 days in advance of public notice of the City Council hearing to consider an amendment or cancellation. After the public hearing, the City Council may terminate the Development Agreement, modify the finding of noncompliance, or rescind the finding of noncompliance, and issue a finding of compliance.
3. **Recordation.** If the parties to the agreement or their successors in interest amend or cancel the Development Agreement, or if the City terminates or modifies the Development Agreement for failure of the applicant to fully comply with the provisions of the Development Agreement, the City Clerk shall record notice of such action with the County Recorder.
4. **Rights of the Parties After Cancellation or Termination.** In the event that a Development Agreement is cancelled or terminated, all rights of the applicant, property owner or successors in interest under the Development Agreement shall terminate. If a Development Agreement is terminated following a finding of noncompliance, the City may, in its sole discretion, determine to return any and all benefits, including reservations or dedications of land, and payments of fees, received by the City.

L. **Effect of Approved Agreement.**

1. **Existing Rules and Regulations.** Unless otherwise specified in the Development Agreement, the City's rules, regulations, and official policies governing permitted uses of the property, density and design, and improvement standards and specifications applicable to development of the property shall be those City rules, regulations, and official policies in force on the effective date of the Development Agreement.
2. **Future Rules and Regulations.** A Development Agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new rules, regulations and policies that do not conflict with those rules, regulations and policies applicable to the property as set forth in the Development Agreement. A Development Agreement shall not prevent the City from denying or conditionally approving any subsequent land use project or authorization for the project on the basis of such rules, regulations, and policies. A Development Agreement shall not exempt the applicant

from obtaining future discretionary land use approvals, unless otherwise specified in the Development Agreement.

3. ***State and Federal Rules and Regulations.*** In the event that any regulation or law of the State of California or the United States, enacted or interpreted after a Development Agreement has been entered into prevents or precludes compliance with one or more provisions of the Development Agreement, then the Development Agreement may be modified or suspended pursuant to the procedures specified in the Development Agreement, in order to comply with federal or state regulations.

M. Enforcement.

The procedures for enforcement, revision, cancellation, or termination of a Development Agreement specified in this Section and in Government Code Section 65865.4 or any successor statute, are non-exclusive. A Development Agreement may be enforced, revised, cancelled or terminated by any manner otherwise provided by law or by the provisions of the Development Agreement.

N. Judicial Review.

1. Any judicial review of the initial approval by the City of a Development Agreement shall be by writ of mandate pursuant to Section 1085 of the Code of Civil Procedure. Any judicial review of any City action taken pursuant to this Chapter, other than the initial approval of a Development Agreement, shall be by writ of mandate pursuant to Section 1094.5 of the Code of Civil Procedure. The use of the phrase "substantial evidence" in this Chapter with respect to the quantum of proof necessary in conjunction with a finding of noncompliance is not intended to limit nor impose a standard of review upon any court pursuant to a proceeding initiated for that purpose.
2. Any action or proceeding to attack, review, set aside, void or annul any decision of the City taken pursuant to this Chapter shall not be maintained by any person unless the action or proceeding is commenced within 90 days after the date of decision.

Chapter 17.104 Amendments to the General Plan

17.104.010 Purpose and Applicability

- A. **Purpose.** This Chapter establishes procedures for making changes to the General Plan as provided for in State law when there are compelling reasons to do so. These circumstances include, but are not limited to, changes in State or federal law and changes in circumstances or opportunities that were unanticipated at the time of Plan adoption or the last amendment.
- B. **Applicability.** This Section applies to all proposals to change the text or of the General Plan, the land use map(s), and the diagrams that illustrate the application of its provisions.

17.104.020 Initiation of Amendments

- A. **Initiation.** An amendment to the General Plan may be initiated by any qualified applicant identified in Section 17.96.020, Application Forms and Fees, or by a motion of the City Council or Planning Commission.
- B. **Application.** A qualified applicant shall submit an application for a General Plan amendment on a form prescribed by the Director as prescribed in Section 17.96.020, Application Forms and Fees. The Planning Commission or City Council may direct that specific information be provided at the time the initial application is submitted.
- C. **Coordination with Other Applications.** Amendments to the General Plan and General Plan Land Use Map may be processed concurrently with other discretionary permits.

17.104.030 Review Procedures and Public Notice

- A. **Staff Report.** The Director shall prepare a report and recommendation to the Planning Commission on any application for a General Plan amendment. The report shall include, but is not limited to, a discussion of how the proposed amendment complies with the purposes of this Chapter, a determination as to whether the proposed amendment will require amendment to other plans that the City Council has adopted, and an environmental document prepared in compliance with the CEQA.
- B. **Neighborhood Meeting.** The Director, at their discretion, may require that the applicant conduct a neighborhood meeting prior to an application being submitted or during the review of an application as put forth in Section 17.96.070, Neighborhood Meeting. The meeting may be required when in the opinion of the Director, the project for which the General Plan Amendment is requested may have an impact on a neighborhood, the project is unique, or the project is of such scale or scope that it is likely to generate community interest.

17.104.040 Planning Commission Hearing and Recommendation

- A. **Planning Commission Hearing.** The Planning Commission shall conduct at least one public hearing on any proposed amendment and make recommendations to the City Council in conformance with the provisions of Section 17.96.090, Conduct of Public Hearing.

- B. **Public Notice.** At least 10 days before the date of the public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. Notice of the hearing also shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the proposed amendment.
- C. **Recommendation to Council.** Following the public hearing, the Planning Commission shall make a recommendation on the proposed General Plan amendment to the City Council. The recommendation shall include the reasons for the recommendation, findings related to the supporting the recommendation, and the relationship of the proposed amendment to applicable plans. The Director shall transmit the Planning Commission's written recommendation and complete record of the application to the City Council.

17.104.050 City Council Hearing and Action

- A. **City Council Hearing.** After receiving the report from the Planning Commission, the City Council shall hold a noticed public hearing in conformance with Chapter 17.96.090, Conduct of Public Hearing.
- B. **Public Notice.** At least 10 days before the date of the public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. The notice shall include a summary of the Planning Commission's recommendation. Notice of the hearing also shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the proposed amendment.
- C. **City Council Action.** At the conclusion of the hearing, the City Council may approve, modify or deny the proposed amendment application. If the Council proposes any substantial modification, such as introducing a new zone district or planned land use designation, not previously considered by the Planning Commission during its hearings, the proposed modification shall first be referred back to the Planning Commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing. The failure of the Planning Commission to report within 40 days after the referral shall be deemed a recommendation to approve and the amendment shall be returned to Council for adoption.
- D. **Frequency of Amendments.** Pursuant to Government Code Section 65358, no mandatory element of the General Plan may be amended more frequently than four times during any calendar year. Subject to that limitation, an amendment may be made at any time and may include more than one change to the General Plan.
- E. **Required Findings.** The City Council shall not approve an amendment to the General Plan unless the proposed amendment meets the following:
 - 1. The proposed amendment is consistent with the goals, objectives, and policies of the General Plan;
 - 2. That the proposed amendment will promote growth of the City in an orderly manner and will promote and protect the public health, safety, or welfare of the community;
 - 3. That the anticipated land uses on the subject site will be compatible with existing and future surrounding uses;

4. That the City's inventory of residential lands for qualified housing sites has not been reduced; and
5. That the proposed amendment is consistent with any development related application that is processed and approved concurrently with the amendment application.

Chapter 17.108 Amendments to the Zoning Map and Text

17.108.010 Purpose and Applicability

- A. **Purpose.** This Chapter establishes the procedures to consider amendments to the Zoning Code text and to the City's official Zoning Map, which may be referred to as a "rezone" or "rezoning", whenever such amendment is in furtherance of public necessity, convenience, and general welfare, reflects changed conditions, and provides greater consistency with the goals and policies of the General Plan.
- B. Zoning Code and Zoning Map amendments (zoning amendments) shall not be used in lieu of other planning permit processes to achieve a similar result.
- C. **Applicability.** The procedures in this Chapter apply to all proposals to change the text of this Zoning Code or to revise a zoning district classification or zoning district boundary line, or add a new zoning district, shown on the Zoning Map.

17.108.020 Application Requirements

- A. **Initiation.** An amendment to the Zoning Code text or Zoning Map may be initiated by the any qualified applicant identified in Section 17.96.020, Application Forms and Fees, the Director, Planning Commission, or City Council.
- B. **Application.** A qualified applicant shall submit an application for a zoning amendment on a form prescribed by the Planning Division accompanied by the required fee as prescribed in Section 17.96.020, Application Forms and Fees. The Planning Division may require an applicant to submit such additional information and supporting data as considered necessary to process the application.
- C. **Coordination with Other Applications.** Proposed zoning amendments may be processed concurrently with other related entitlement application requests.

17.108.030 Review Procedures and Public Notice

- A. **Staff Report.** The Director shall prepare a report and recommendation to the Planning Commission on any application for a zoning amendment. The report shall include, but not be limited to, a discussion of how the proposed amendment satisfies the criteria and findings in Section 17.108.060, Required Findings, for approving a zoning amendment and an environmental document prepared in compliance with CEQA.
- B. **Neighborhood Meeting.** At the discretion of the Director, the applicant may be required to conduct a neighborhood meeting prior to an application being submitted or during the review of an application as set forth in Section 17.96.070, Neighborhood Meeting. The meeting may be required when in the opinion of the Director, the zoning amendment may have an impact on a neighborhood, the project is unique, or the project is of such scale or scope that it is likely to generate community interest.

17.108.040 Planning Commission Hearing and Recommendation

- A. **Planning Commission Hearing.** The Planning Commission shall conduct at least one public hearing on any proposed zoning amendment and make recommendations to the City Council in conformance with the provisions of Section 17.96.090, Conduct of Public Hearing.
- B. **Public Notice.** At least 10 days before the date of public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. Notice of the hearing also shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the proposed amendment.
- C. **Recommendation to City Council.** Following the public hearing, the Planning Commission shall make a recommendation on the proposed zoning amendment to the City Council. The recommendation shall include the reasons for the recommendation, findings related to the criteria for zoning amendments in Section 17.108.060, Required Findings, and the relationship of the proposed ordinance or amendment to other adopted documents and plans. The Director shall transmit the Planning Commission's written recommendation and complete record of the application to the City Council.

17.108.050 City Council Hearing and Action

- A. **City Council Hearing.** After receiving the report with the Planning Commission's recommendation, the City Council shall hold a public hearing in accordance with Section 17.96.090, Conduct of Public Hearings.
- B. **Public Notice.** At least 10 days before the date of public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. The public hearing notice for the hearing shall include a summary of the Planning Commission recommendation. Notice of the hearing also shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the proposed amendment.
- C. **City Council Action.** After conclusion of the hearing, the City Council may approve, modify, or deny the proposed amendment. If the Council proposes a substantial modification not previously considered by the Planning Commission during its hearings, the proposed modification shall first be referred back to the Planning Commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing. The failure of the Planning Commission to report within 40 days after the referral, or such longer period as may be designated by the legislative body, shall be deemed a recommendation to approve and the amendment shall be returned to the City Council for adoption.

17.108.060 Required Findings

The Planning Commission shall not recommend and the City Council shall not approve a zoning amendment unless the proposed amendment meets the following findings:

- A. The proposed amendment is consistent with the goals, objectives, and policies of the General Plan;

- B. That the proposed amendment will promote growth of the City in an orderly manner and will promote and protect the public health, safety, or welfare of the community;
- C. That the anticipated land uses on the subject site will be compatible with existing and future surrounding uses;
- D. That the City's inventory of residential lands for qualified housing sites has not been reduced; and
- E. That the proposed amendment is consistent with any development related application that is processed and approved concurrently with the amendment application.

Chapter 17.112 **Planned Development (PD) (Updated)**

17.112.010 Purpose

Planned Developments (PD) afford maximum flexibility and diversity in site planning and building design and layout while protecting the integrity and character of the residential, commercial, and industrial areas of the City. The design, configuration and impact of the proposed Planned Development project shall be compared to the General Plan, the purpose and standards of the applicable zoning district and any other applicable standards and design guidelines. The Planned Development zoning district provides for comprehensive analysis of project-related impacts while allowing for non-traditional or unique site plan design.

17.112.020 Procedure

Applications for a Planned Development shall be processed following the procedures established in Chapter 17.108, Amendments to the Zoning Map and Text.

17.112.030 Findings

In addition to the findings for approval of a zone change established in Section 17.108.060, Required Findings, each Planned Development application shall be analyzed to ensure that it is consistent with the purpose and intent of this Chapter. The City Council may impose specific development conditions relating to both on- and off-site improvements that are necessary to mitigate project-related adverse impacts and to carry out the purpose and requirements of the Planned Development. The City Council may approve a Planned Development if all of the following findings are made:

- A. The site is physically suitable for the type and intensity of the land use being proposed;
- B. The proposed project would be harmonious and compatible with existing and future developments within the zoning district and surrounding area;
- C. In the case of a proposed residential project, the development will constitute a residential environment of sustained desirability and stability and will result in an intensity of land utilization no higher than, and standards of open space no less than, permitted for a similar development within the zone district;
- D. The approval of the Planned Development for the proposed project complies with CEQA;
- E. The proposed project is consistent with the General Plan;
- F. The location, size, design and operating characteristics of the proposed project are not detrimental to the public interest, health, safety, convenience, or welfare of the community; and;
- G. The proposed project, subject to the proposed integrated Planned Development design, will be superior to development otherwise allowed in the underlying zone and, therefore, justifies the exceptions to the requirements of this Chapter.

Chapter 17.116 **Precise Plans (New)**

17.116.010 Purpose

- A. **Purpose.** A Precise Plan allows for a coordinated comprehensive framework of development objectives, standards, and design guidelines to fit unique opportunities and challenges, but does not typically include a financing or capital improvement program. A Precise Plan;
1. Provides unique and creative planning opportunities that may encompass a single or multiple properties;
 2. Provides a tool for coordinating future public and private improvements on specific properties where special conditions of size, shape, land ownership, or existing or desired development require particular attention;
 3. Facilitates the development of an exceptional project design that cannot be built under an existing zone or due to constraints of existing development standards;
 4. Furthers the implementation of specific goals and policies of the City as provided in the General Plan;
 5. Looks beyond the limits of a particular property to solve circulation, drainage, utility, and/or other neighborhood compatibility concerns; and
 6. Develops a long-term plan to guide future development that specifies allowed uses, intensity of use, relationship to neighboring properties, parking and circulation, open space, special design standards, public improvements, and procedures for development review that may differ from underlying zoning.

17.116.020 Initiation of Precise Plan

- A. **Initiation.** A Precise Plan may be initiated for any reason beneficial to the City by motion of the Planning Commission or the City Council, or by any qualified applicant identified in Section 17.96.020, Application Forms and Fees, or by application of property owner(s) of parcel(s) to be affected by the Precise Plan.
- B. **Application.** A qualified applicant shall submit an application for a Precise Plan on a form prescribed by the Director as prescribed in Section 17.96.020 (Application Forms and Fees). The Planning Commission or City Council may direct that specific information be provided at the time initial application is submitted.

17.116.030 Review Procedures and Public Notice

- A. **Staff Report.** The Director shall prepare a report and recommendation to the Planning Commission on any application for a Precise Plan. The report shall include, but not be limited to, a discussion of how the proposed amendment satisfies the criteria and findings in Section 17.108.060, Required Findings, for approving a Precise Plan and an environmental document prepared in compliance with CEQA.

- B. **Neighborhood Meeting.** At the discretion of the Director, the applicant may be required to conduct a neighborhood meeting prior to an application being submitted or during the review of an application as put forth in Section 17.96.070, Neighborhood Meeting. The meeting may be required when in the opinion of the Director, the Precise Plan may have an impact on a neighborhood, the project is unique, or the project is of such scale or scope that it is likely to generate community interest.

17.116.040 Planning Commission Hearing and Recommendation

- A. **Planning Commission Hearing.** The Planning Commission shall conduct at least one public on any proposed Precise Plan, and make recommendations to the City Council in conformance with the provisions of Section 17.96.090, Conduct of Public Hearing.
- B. **Public Notice.** At least 10 days before the date of public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. Notice of the hearing also shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the proposed amendment.
- C. **Recommendation to Council.** Following the public hearing, the Planning Commission shall make a recommendation on the proposed Precise Plan to the City Council. The recommendation shall include the reasons for the recommendation, the relationship of the Precise Plan to the General Plan, findings related to the criteria for Precise Plans in Section 17.108.060, Required Findings, and the relationship of the proposed ordinance or amendment to other adopted documents and plans. The Director shall transmit the Planning Commission's written recommendation and complete record of the application to the City Council.

17.116.050 City Council Hearing and Action

- A. **City Council Hearing.** After receiving the report with the Planning Commission's recommendation, the City Council shall hold a public hearing in accordance with Section 17.96.090, Conduct of Public Hearings.
- B. **Public Notice.** At least 10 days before the date of public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. The public hearing notice for the hearing shall include a summary of the Planning Commission recommendation. Notice of the hearing also shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the proposed amendment.
- C. **City Council Action.** After conclusion of the hearing, the City Council may approve, modify, or deny the proposed Precise Plan by resolution in accordance with the requirements of this Code. If the Council proposes a substantial modification not previously considered by the Planning Commission during its hearings, the proposed modification shall first be referred back to the Planning Commission for report and recommendation, but the Planning Commission shall not be required to hold a public hearing. The failure of the Planning Commission to report within 40 days after the referral, or such longer period as may be designated by the legislative body, shall be deemed a recommendation to approve and the Precise Plan shall be returned to the City Council for adoption.

17.116.060 Required Findings.

A Precise Plan shall not be adopted unless the following findings are made:

- A. The proposed Precise Plan is consistent with the goals, policies, and objectives of the General Plan.
- B. The proposed Precise Plan meets the applicable requirements set forth in this Code.

Chapter 17.120 Specific Plans

17.120.010 Specific Plan Provisions

- A. **Authority for Specific Plans.** Pursuant to California Government Code Section 65450 et seq., the City Council is authorized to prepare, adopt and implement Specific Plans for areas within the incorporated City boundary and/or the Woodland General Plan urban limit line.
- B. **Purpose of Specific Plans.** The Specific Plan process provides an opportunity for unique and imaginative planning standards and regulations not provided through the application of standard zoning districts. The Specific Plan should encourage the creative and imaginative planning of integrated, mixed-use developments which provide for a balance of residential, commercial, industrial, open space, and support land uses. A Specific Plan prepared in accordance with the requirements in this Chapter is intended to serve as a policy and regulatory document, with policy direction and project development concepts consistent with the General Plan, and the development standards and zoning included to address the unique situations within the Specific Plan area to provide regulatory controls. Once approved, a Specific Plan will include the zoning standards for the properties within the Specific Plan boundaries. Thus, a Specific Plan must contain sufficient detail to allow implement provisions and to describe to developers how properties within the Plan area may be developed.
- C. **Intent.**
1. Pursuant to State law, after the City Council has adopted a General Plan, the Director may, or if so directed by the City Council shall, prepare Specific Plans for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. Specific plans shall be utilized to implement the policy and intent of the General Plan and shall not be used to circumvent the General Plan process in which general development policy is determined. The preparation and processing of Specific Plans shall be a collaborative effort. As such, the City, applicant and other agencies shall work collaboratively to create a plan that conforms to the General Plan goals and policies.
 2. This Section is intended to apply to areas designated “Specific Plan Areas” in the General Plan. As an integral part of the Specific Plan process described in this Chapter, applicants shall comply with all infrastructure master plans adopted or being considered by the City pursuant to the General Plan, including, but not limited to, water, sewer, storm drainage, traffic, and parks.
 3. In the event there is a discrepancy between standards adopted within a Specific Plan and comparable regulations of the City Zoning Code, the standards and regulations made part of the Specific Plan shall prevail.
- D. **Fees.** All costs associated with review and processing of Specific Plans shall be the responsibility of the applicant. Upon the submittal of a formal Specific Plan application, the applicant shall be required to deposit and maintain an amount determined by staff to be sufficient to cover the estimated cost to process the application, including staff time, environmental review, consultant’s and attorney’s fees and other costs. All deposits shall be

made pursuant to a written agreement in a form approved by the Director for advance of funds.

17.120.020 Mandatory Contents of the Specific Plan

- A. A Specific Plan shall be established by ordinance, and each Specific Plan shall include at a minimum the requirements for a Specific Plan established in California Government Code Section 65451. In addition, the Specific Plan shall include the information provided on the application form and checklist for a Specific Plan submittal. It is expressly intended that information for projects which are long-term in nature or for which detailed planning may occur at a later date may provide some information at a conceptual level. If required elements are not provided, or are provided at a conceptual level, the Specific Plan shall include a schedule or program for providing these items, and may be conditioned to require the provision of these items prior to the approval of development projects within the Specific Plan.

17.120.030 Request for Specific Plan Process

- A. **Initiation Procedures.** A Specific Plan shall be initiated by the City Council by the adoption of a resolution of intention. Specific Plans may be initiated for any lands located within the urban limit line of the General Plan; however, the City will not process a Specific Plan located in an area impacted by flooding until such time that a flood solution design has been approved and funding has been allocated.
- B. **Request for Specific Plan Process.** A request for preparation of a Specific Plan may be made by a qualified applicant or by the City.
1. **City.** In the case of a City initiated and prepared Specific Plan, the City shall prepare a staff report to the City Council addressing the submittal requirements included in the "Request to Prepare a Specific Plan" for other applicants.
 2. **Applicants.** A qualified applicant identified in Section 17.96.020, Application Forms and Fees, wishing to use a Specific Plan to implement General Plan policy shall petition the City requesting permission to prepare a Specific Plan for their project. The applicant shall file a "Request to Prepare a Specific Plan" with the Director and shall pay the appropriate fees. The applicant is not required to own or otherwise control the majority of the property requested to be included within the Specific Plan area.
- C. **Pre-initiation Conference.** Upon receipt of the petition, the Director shall schedule a pre-initiation meeting with the applicant within 30 days to review the Specific Plan process. Upon review of the petition, the Director has the discretion to propose enlargements or modifications to the proposed Specific Plan boundaries and scope of the project in order to facilitate comprehensive planning.
- D. **Preparation of Staff Report Recommending Disposition of Petition.** The Director shall prepare a staff report, including a recommendation to accept or deny the petition.
- E. **Consideration by Planning Commission.** The petition and staff report shall be scheduled as an item on the agenda of a Planning Commission meeting. No noticing or public hearings are required for a petition for a Specific Plan. The Planning Commission shall make a

recommendation to the City Council on whether the petition should be accepted or denied. Their recommendation should state whether they think the proposed boundaries of the Specific Plan area are appropriate and consistent with policies of the General Plan. The Director shall transmit the Planning Commission's written recommendation and complete record of the application to the City Council.

- F. **Consideration by City Council.** The petition and staff report shall be scheduled as an item on the agenda of a regularly scheduled City Council meeting. Upon scheduling the petition at a meeting of the City Council, the Director shall conduct an initial notification of the meeting. This notification shall be sent to all property owners within the Specific Plan area, as well as those within 300 feet of the Specific Plan boundaries. The City Council may act to deny the petition or accept the petition directing that the applicant and the City prepare a Specific Plan for the area as proposed by the applicant, or as recommended in the staff report prepared by the Director, or as the City Council may otherwise determine. If the City Council accepts the petition, the Council shall adopt a resolution initiating the Specific Plan process, may direct the formation of a Technical Advisory Committee (TAC), and may consider formation of a Citizens Advisory Committee.

17.120.040 Specific Plan Preparation Process

- A. **Application.** A qualified applicant shall submit an application for a Specific Plan on a form prescribed by the Director as prescribed in Section 17.96.020, Application Forms and Fees. The Planning Commission or City Council may direct that specific information be provided at the time initial application is submitted. The application for a Specific Plan shall include accompanying diagrams and other pertinent information regarding proposed amendments to appropriate plans or proposals to amend zoning regulations. These diagrams and other information may consist of conceptual land use diagrams and objectives describing the proposed intent of urbanization. At a minimum, the Specific Plan should contain text and diagrams as specified in Government Code Section 65451. Project applicants should seek guidance from the Director prior to submitting an application for a Specific Plan.
- B. **Environmental Review.** The City shall review the Specific Plan application and may identify information and technical studies necessary to complete an environmental review in compliance with CEQA.
- C. **Citizen's Advisory Committee.** The City Council may appoint a Citizen's Advisory Committee ("CAC") to assist in the preparation and/or review of any Specific Plan proposal.
- D. **Technical Advisory Committee.** As directed by the City Council, the City may convene a Technical Advisory Committee (TAC) comprised of representatives of key City departments and other agencies to review and advise on technical matters of consequence to the Specific Plan. The TAC shall meet with the applicant as necessary to discuss key project issues and shall review technical matters as appropriate. The TAC shall provide the applicant with information regarding City policy, standards and guidelines in response to the proposed Specific Plan. The City has the authority to determine the adequacy of documents pursuant to Section 17.120.040.E, Preparation.

- E. **Preparation.** Prior to the preparation of the plan or other technical studies, the applicant shall meet with appropriate City staff and/or the TAC to review assumptions, methodology, data and information resources, time frame and scope of work. These items shall be prepared to the satisfaction of the Director. The Specific Plan and accompanying technical documents and studies may be prepared by the applicant or applicant's representative. The Specific Plan, and related technical documents are subject to the review and approval of the City. The Director has the authority to require revisions to technical information deemed necessary. In the event that consensus between the applicant and the City is not reached, the Director may require that alternatives to the plan be prepared and submitted for review. These alternatives may be required in order to meet the policies of the General Plan.
- F. **Staff Review of Draft Documents.** In order to initiate the City's formal application review process, the applicant shall indicate in writing the submittal of a formal "request to initiate staff review" along with all appropriate draft documents, such as draft technical studies and the draft Specific Plan. During its review, City staff may find the documents incomplete and may request additional information. The project shall not proceed further until all additional information is deemed adequate and complete.
- G. **Public Review and Comment.** Following publication of the CEQA environmental document, the environmental document shall be circulated for public review and comment as provided by State law and the City's procedures for preparation and processing of environmental documents.
- H. **Planning Commission Consideration of Specific Plan.**
1. The Planning Commission shall conduct at least one public hearing on a proposed Specific Plan, and make recommendations to the City Council in conformance with the provisions of Section 17.96.090, Conduct of Public Hearing.
 2. **Public Notice.** At least 10 days before the date of public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. Notice of the hearing also shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the Specific Plan.
 3. **Recommendation to Council.** Following the public hearing, the Planning Commission shall make a recommendation on the proposed Specific Plan to the City Council on whether to adopt, reject or modify the proposed Specific Plan or amendments. The recommendation shall include the reasons for the recommendation and findings related to the supporting the recommendation. The Director shall transmit the Planning Commission's written recommendation and complete record of the application to the City Council.
- I. **City Council Consideration of Specific Plan.**
1. **City Council Hearing.** After receiving the report from the Planning Commission, the City Council shall hold a noticed public hearing in conformance with Chapter 17.96.090, Conduct of Public Hearing.
 2. **Public Notice.** At least 10 days before the date of public hearing, the Director shall provide notice as specified in Section 17.96.080, Public Notice. The notice shall include a summary of the Planning Commission's recommendation. Notice of the hearing also

shall be mailed or delivered to any local agencies expected to provide essential facilities or services to the property that is the subject of the Specific Plan.

3. **City Council Action.** The City Council shall review the Planning Commission's recommendation. At the conclusion of the hearing, the City Council shall act by resolution to adopt, reject, or modify the Specific Plan or proposed amendment.
 4. If the City Council, prior to approval of the Specific Plan, desires changes or modifies a major or significant portion of a proposed Specific Plan recommended by the Planning Commission, then the substantial changes and/or modifications must first be referred back to the Planning Commission for consideration, unless the Planning Commission considered similar changes and/or modifications as part of its deliberation.
- J. **Fees for Processing Specific Plans.** The City Council may establish as a part of the resolution adopting a Specific Plan, a fee or fees to be applied to a Specific Plan area in order to reimburse the City and/or the applicant for the costs of preparation, processing, and administration of the Specific Plan. Actual costs of said preparation and processing of the plan shall be assessed based on relative benefits to the affected property owners.

Chapter 17.124 Reserved

Chapter 17.128 Enforcement (Updated)

17.128.010 Purpose

This Chapter establishes the responsibilities of various departments, officials, and public employees of the City to enforce the requirements of this Zoning Code and establishes uniform procedures the City will use to identify, abate, remove, and enjoin uses, buildings, or structures that are deemed to be in violation of this Code.

17.128.020 Enforcement

All departments, officials, and public employees of the City vested with the duty or authority to issue permits or licenses shall conform to the provisions of this Code, and shall issue no permit or license for uses, buildings or purposes in conflict with the provisions of this Code, and any such permit or license issued in conflict with the provisions of this Code shall be null and void. It shall be the duty of the Building Inspector of the City to enforce the provisions of this Code pertaining to the erection, construction, reconstruction, moving, conversion, alteration, or addition to or of any building or structure and it shall be the duty of the Director and the Zoning Administrator to enforce all other provisions of this Code.

17.128.030 Violation

- A. In the event any person, firm, or corporation should erect, construct, move, or alter any building or structure in violation of the provisions of this title, or any use of any property conducted, operated, or maintained contrary to the provisions of this title shall be declared to be unlawful and a public nuisance. The City Attorney shall immediately commence action or proceedings for the abatement, removal, and enjoyment thereof in a manner provided by law.
- B. Any permit granted under the Zoning Code may be revoked in accordance with the provisions in Section 17.96.150, Revocation of Permits, if any of the conditions or terms of such permit are violated or if any law or ordinance is violated, except that no lawful residential use can lapse regardless of the length of time of the vacancy.

17.128.040 Penalties

Any person, firm, or corporation, whether as principal, agent, employee or otherwise, violating or failing to comply with a mandatory requirement of this Title shall be guilty of a misdemeanor but may be cited or charged, at the election of the enforcing officer or City Attorney, as an infraction. Upon conviction, such person shall be punished as set forth Section 1.08.070, General penalty—Continuing violations—Aiding or abetting, of the Woodland Municipal Code. A person, firm, or corporation shall be deemed guilty of a separate offense for each day during any portion of which any violation of this Title is committed, continued or permitted by such person, firm or corporation, and shall be punished accordingly.

17.128.050 Remedies

The remedies provided in this Chapter shall be cumulative and not exclusive. Upon a finding of nuisance pursuant to this Chapter, and after giving the property owner an opportunity to cure the nuisance and determining that the nuisance still exists, the Director, Planning Commission or City Council may impose any remedy available at law or in equity, which shall include, but is not limited to, any individual or combination of the following:

- A. Ordering the cessation of the use in whole or in part;
- B. Imposing reasonable conditions upon any continued operation of the use, including those uses that constitute existing nonconforming uses;
- C. Requiring continued compliance with any conditions so imposed;
- D. Requiring the user to guarantee that such conditions shall in all respects be complied with; or
- E. Imposing additional conditions or ordering the cessation of the use in whole or in part upon a failure of the user to comply with any conditions so imposed.

17.128.060 Abatement

Notices of violation shall be provided and recorded and nuisances abated, according to the following procedures.

- A. **Initiation.** Proceedings under this Section to terminate, modify or condition (i.e. “abate” or if the context requires, “abatement”) any use, structure or building may be initiated by resolution of the Planning Commission or the City Council on its own accord or following recommendation by the Director. In either case, the resolution shall identify the use, building, or structure being considered, identify the property involved, set forth the reason or reasons for the proposed abatement, and fix a time and place for a public hearing on the proposed abatement. In the case of proceedings initiated by the Council, the resolution shall refer the matter for a public hearing before the Commission. A resolution initiating abatement proceedings may be adopted without a public hearing.
- B. **Notice.** Upon initiation of abatement proceedings, the Director shall give notice of a public hearing before the Commission pursuant to the provisions in Chapter 17.96, Common Procedures. In addition, within the prescribed time period, the Director shall also mail the notice of the hearing to the person or persons whose use, structure or building is the subject of the abatement proceedings, any person who requested initiation of abatement proceedings, and to any other person who has filed a written request with the Director for such notice.
- C. **Public Hearing.** The Planning Commission shall conduct a noticed public hearing and shall provide for testimony by City staff and the owner of the use, structure, or property that is the subject of the proceeding. Any other interested person shall also be given an opportunity to provide testimony.
- D. **Action.** The Planning Commission shall consider the staff report and the evidence, testimony, and facts presented at the hearing before taking action. If the Commission finds that the use,

building, or structure constitutes a nuisance, it may impose any remedy as provided for in this Chapter.

- E. **Decision and Notice.** After the Commission takes abatement action to modify a permit, the Director shall issue a Notice of Action describing the Commission's action, with its findings. The Director shall mail the notice to the permit holder and to any person who has requested such notification by filing a written request with the Director, and shall file a copy of the Notice of Decision with the City Clerk. The Clerk shall present said copy to the Council at its next regular meeting.
- F. **Effective date; Appeal to Council.** A decision to abate a nuisance shall become effective immediately after the date of decision unless appealed to the Council within 15 days. If the Council finds, after a noticed public hearing, that the use, structure or building constitutes a nuisance, it may impose any remedy provided for in this Chapter. If the Council finds that the use, structure or building is not a nuisance, it shall reverse the decision of the Commission.
- G. **City Attorney Action.** The City Attorney shall, upon order of the City Council, or on his or her own motion, immediately commence action or proceedings for the abatement and removal and enjoinder of said public nuisance in the manner prescribed by law, and shall take such other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such building or structure, and restrain and enjoin any person, firm, or corporation from setting up, erecting, building, maintaining, or using any such building contrary to the provisions of this Code.

17.128.070 Recording a Notice of Violation

- A. If compliance is not had with an order of the Director or the Building Official to correct violations of this Code within the time specified therein, the City Manager may file in the Office of the Yolo County Recorder, a certified statement describing the property and certifying that:
 - 1. The property and/or structure is in violation of this Code; and
 - 2. The owner has been notified of the violation. The notice shall specifically describe the violations and a proof of service shall also be recorded with the Notice and Order.
- B. Whenever the corrections ordered have been completed, the Director shall file a new certified statement with the County Recorder certifying that all required corrections have been made so that the property and/or structure is no longer in violation of this Code.

Chapter 17.132 Reserved.

Chapter 17.136 Definitions of Terms

This Chapter provides definitions for terms that are commonly used throughout this Title. Refer to Chapter 17.144, Definitions of Uses, for definitions of all uses established in the use tables on Division II, Zone Regulations.

Abandoned, Abandonment. When, for the period of time established in Chapter 17.80, Nonconforming Provisions, a nonconforming use is either vacated, the business license lapses, the lease is terminated, and/ or utilities are terminated.

Abutting, Adjoining, or Adjacent. Having a common property or district line.

Access. The place or way through which pedestrians and/ or vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this code.

Accessory Building. A detached building located on the same lot as the principal (main) building, the use of which is normally incidental, ancillary, and entirely secondary to that of the principal building.

Accessory Structure. A detached subordinate structure used only as incidental, or ancillary, to the main structure on the same site or lot. Accessory structures include but are not limited to detached parking garages, gazebos, sheds, flagpoles, pool houses, and patio covers/sunshades,

Accessory Use. A use that is customarily associated with, and incidental and subordinate to, the principal use of a building or land, is located on the same lot as the primary use. Accessory uses are typically not greater than 20 percent of the floor area of the primary structure or use.

Addition. Any construction which increases the size of a building or facility in terms of site coverage, height, length, width, or gross floor area.

Agent of Owner. Any person who can show written proof that they are acting for the property owner.

Alley. A public way permanently reserved for access to the rear or side of properties otherwise abutting on a street.

Alteration. Any change, addition, or modification that changes the exterior architectural appearance or materials of a structure or object. Alteration includes changes in exterior surfaces, changes in materials, additions, remodels, demolitions, and relocation of buildings or structures, but excludes ordinary maintenance, and repairs.

Ancillary. Subordinate, connected with something, but less important than the main feature. Providing necessary support to the primary activities or operation.

Appeal Board. The City Council shall act on appeals from the decisions of the Planning Commission.

Applicant. A person who requests in writing the approval of a permit, license, certificate, or other entitlement for use from one or more public agencies. An applicant includes the owner of property for which the application is submitted or the owner's authorized agent.

Application. The form and information submitted by an applicant. The form and information is to be used to determine whether to approve or deny permits or other entitlement for use.

Arcade. A public way passageway or colonnade open along at least one side, except for structural supports, usually covered by a canopy or permanent roofing.

Area, Gross. The entire area within the boundaries of a project site, building, or lot, measured to the centerline of proposed bounding streets and to the edge of the right-of-way of existing or dedicated streets.

Area, Net. The developable area of a lot or parcel excluding streets or rights-of-way.

Artist. A person who has a reputation among his or her peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment, as judged by the Design Review Authority for the project. In determining whether an artist is qualified for a particular project, the Design Review Authority shall consider the following criteria:

- a. The artist has demonstrated successful, creative, innovative, and effective approach in comparable projects as that proposed;
- b. The artist has proven mastery or skill in at least one artistic medium;
- c. The artist's ability to complete the project within a reasonable timeframe as judged by the Design Review Authority for the project; and
- d. The artist's prior experience in producing public art. If an artist does not have prior experience in producing public art, the artist shall be considered qualified if they have significant experience working as a professional artist as evidenced by the artist's exhibit record, critical review, honors, and awards.

Automatic Irrigation System. An irrigation system that utilizes an automatic timing device (automatic controller) to remotely control valves for operation of water supply to landscapes.

Average Grade. A horizontal line approximating the ground elevation through each building on a site used for calculating the exterior volume of a building. Average grade is calculated separately for each building.

Awning. An architectural projection that provides weather protection, or decoration and is wholly supported by the building to which it is attached. An awning is typically constructed of non-rigid materials on a supporting framework, which projects from and is supported by the exterior wall of a building.

Balcony. A platform that projects from the wall of a building 30 inches or more above grade that is accessible from the building's interior, is not accessible from the ground and is not enclosed by walls on or more than two sides. See "Deck."

Basement. A story partly or wholly underground. See "Story."

Bay Window. An angular or curved window that projects from the building surface.

Bedroom. Any habitable space in a dwelling unit or accessory structure other than a kitchen or living room that is intended for or capable of being used for sleeping and is at least 70 square feet in area.

Block. Property bounded on all sides by a public right-of-way.

Block Face. All property between two intersections that fronts upon a street or abuts a public right-of-way.

Buffer, Buffering. An area on a parcel that is designed to separate structures and uses from the general public and/ or adjacent properties to reduce negative impacts. It may include landscaping, fences, and walls.

Building. Any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals or property.

Building Envelope. The aggregate of building mass and building bulk permitted on a parcel, which is defined by height regulations, setbacks, and other property development standards.

Building Face. The general outer surface of the structure or walls of a building, excluding stoops, bay windows, columns, balconies, or other projecting architectural features.

Building Frontage. The building façade that directly abuts a public street, private street, parking lot driveway, parking spaces, pedestrian mall, or walkway. The primary business frontage is one which contains a customer entrance or which includes a glass-enclosed showroom facing the street.

Building Height. The vertical distance measured from the average level of the highest and lowest point of that portion of the lot covered by the building to the topmost point of the roof excluding chimneys, elevators, ventilation and air conditioning equipment, and parapet walls.

Building Official. The City's Building Official or designee.

Building Site. A parcel or parcel of land occupied, or to be occupied, by a main building and accessory buildings together with such open spaces as are required by the terms of this title and having its primary frontage on a street, road, highway, or waterway.

California Department of Alcoholic Beverage Control (ABC). The California State agency that regulates the permitting of alcoholic beverage sales, including the sale of beer, wine, and distilled spirits.

California Environmental Quality Act (CEQA). Public Resources Code Section 21000 et seq. or any successor statute and associated guidelines (California Code of Regulations Section 1500 et seq.) that require public agencies to document and consider the environmental effects of a proposed action before a decision.

California Model Water Efficient Landscape Ordinance (MWELO). See California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance.

Cannabis. All or any parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. Cannabis also means the separated resin, whether crude or purified, obtained from cannabis, and cannabis as defined by Section 11018 of the California Health and Safety Code, as it may be amended. For purposes of this chapter, cannabis means and includes both cannabis for medical purposes and non-medical, adult-use purposes, unless otherwise specified, but does not include industrial hemp.

Cannabis Business. A business activity including, but not limited to, transporting, manufacturing, compounding, converting, processing, preparing, storing, packaging, distributing, researching, testing, providing, or selling wholesale and/or retail sales of cannabis. A cannabis business includes any facility,

building structure, or location, expressly including dispensaries and deliveries, and shall expressly include those commercial cannabis activities authorized and/or licensed by State law.

Canopy. A roofed shelter projecting over a sidewalk, driveway, entry, window, or similar area that may be wholly supported by a building or may be wholly or partially supported by columns, poles, or braces extending from the ground.

Carport. A permanently roofed structure-providing space for parking or temporary storage of vehicles enclosed on not more than two sides.

Change of Occupancy. A discontinuance of an existing building use and substitution of a new use that changes the Building Code occupancy group classification and requires a Building Permit and new Certificate of Occupancy as determined by the Building Official.

Change of Use. A discontinuance of an existing use and the substitution therefore of a use such that the new use represents a different use group or is otherwise differently regulated by the zoning code compared to the prior use. A change of ownership alone does not constitute a change of use.

Chief of Police. The City of Woodland Chief of Police or designee.

City Council. The City Council of the City of Woodland.

City Manager. The manager of the City of Woodland or designee.

Cluster Housing. Housing that is configured as multiple units on one lot, typically as a group of detached individual units. Cluster housing typically includes shared vehicular access and open space. Cottage court and drive court developments are considered cluster housing.

Conditionally Permitted. A use permitted subject to approval of a Conditional Use Permit.

Condominium. Real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a multi-unit building on the real property.

Construction. Construction, erection, enlargement, alteration, conversion, or movement of any building, structures, or land together with any scientific surveys associated therewith.

Construction Cost. The total cost of any development project. Calculations shall be based on all aspects of construction and improvement costs, not to include system and operational equipment costs, grading, or sidewalks as declared on all Building Permit applications. Building Permit applications shall include, but not be limited to, all building, plumbing, mechanical and electrical permit applications for the project. demagogic

Cottage Court Development. A group of small, detached single unit structures, arranged to define a shared court that is typically oriented perpendicular to the street. Units are typically one-story and access to shared drive aisles or shared parking areas is typically provided from the side or rear of the lot. Cottage court development is a type of cluster housing. Also known as bungalow court development.

Cottage Food Employee. An individual, paid or volunteer, who is involved in the preparation, packaging, handling, and storage of a cottage food product, or otherwise works for the cottage food operation. An employee does not include an immediate family member or household member of the cottage food operator.

Cottage Food Operation. An enterprise that is accessory to a residential use and operated by a cottage food operator and not more than one full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator, within the registered or permitted area of a private home where cottage food products are prepared or packaged for direct or indirect sale to consumers, as defined and may be amended by the California Department of Public Health, Section 113758 of the California Health and Safety Code. Gross annual sales are regulated by and subject to the provisions of California Health and Safety Code Section 113758.

Cottage Food Operator. An individual who operates a cottage food operation in his or her private home and is the owner of the cottage food operation.

Cottage Food Products. Non-potentially hazardous foods, including foods that are limited to and described in Section 114365.5 of the State of California Health and Safety Code and that are prepared for sale in the kitchen of a cottage food operation.

Council. The City Council of the City of Woodland.

Court, or Courtyard. An open unoccupied space, on the same lot with a building or buildings and bounded on two or more sides by such building or buildings.

Cultivation. Any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or processing of cannabis or any part thereof.

Curb Cut. A break in a curb allowing vehicles access from the roadway to a legal parking area within the parcel.

Deck. A platform, either freestanding or attached to a building that is used for outdoor space. It typically extends from the façade of a building and is supported by pillars or posts but may be located on a flat portion of a building, such as a roof or setback. It is distinct from a patio. See “Balcony.”

Demolition. The destruction, dismantling, or removal of a building or structure, or substantial portion of a building or structure so that it constitutes demolition pursuant to the provisions of this Ordinance.

Density. The ratio between dwelling units and land, expressed as the number of dwelling units per gross acre.

Density Bonus. A density increase granted in accordance with California Government Code Section 65915 and Chapter 15.16, Affordable Housing.

Department. The Community Development Department.

Design Review Authority. The Director, Zoning Administrator, or Planning Commission.

Developer. The person or entity that is financially and legally responsible for the planning, development, and construction of any development project, who may, or may not, be the owner of the subject property.

Development. Any manmade change to improved real estate, including, but not limited to, the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, expansion, or enlargement of any structure; any mining, excavation, landfill, or land disturbance; and any use or extension of the use of land.

Development Agreement. An agreement between the City and any person having a legal or equitable interest in real property for the development of such property and that complies with the applicable provisions of the Government Code and local laws for such development agreements.

Director. The Community Development Director, or designee.

Direct Sale. A transaction between a cottage food operation operator and a consumer, where the consumer purchases the cottage food product directly from the cottage food operation. Direct sales include, but are not limited to, transactions at holiday bazaars or other temporary events, such as bake sales or food swaps, transactions at farm stands, certified farmers' markets, or through community-supported agriculture subscriptions, and transactions occurring in person in the cottage food operation.

Discretionary Permit. A Zoning Administrator Permit, Variance, Temporary Use Permit, Planned Development Permit, or Conditional Use permit or any other appealable permit that requires findings be to be made.

Drip Irrigation. Any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

Drive Court Development. A group of detached single unit structures or duplexes arranged to face a central shared drive aisle. The shared drive aisle typically provides access to individually secured, attached garages. The drive aisle may extend partway into a lot, through to a rear alley, or between rights-of-way when located on a through lot. Drive Court development is a type of cluster housing.

Driveway. An access way that provides vehicular access between a street and the parking or loading facilities located on an adjacent property.

Drought Tolerant Plant. A plant that is adapted to arid or drought conditions. The use of drought-tolerant plants is essential to a successful xeriscape, which ideally requires no supplemental irrigation.

Dwelling. Any building or portion thereof designed or used exclusively for residential occupancy.

Dwelling Unit. One or more rooms and a single kitchen area designed for occupancy by one family for living and sleeping purposes.

Easement. A portion of land created by grant or agreement for specific purpose; an easement is the right, privilege, or interest which one party has in the land of another.

Eave. The projecting lower edges of a roof overhanging the wall of a building.

Effective Date. The date on which a permit or other approval becomes enforceable or otherwise takes effect, rather than the date it was signed or circulated. The Effective Date is also the date upon which this Zoning Code is in full force and effect from and after its adoption by the City Council.

Electronic Submittal. The submission of materials via electronic mail.

Emergency. A sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services.

Enclosed. Surrounded by walls, including windows, doors, and similar opening or architectural features.

Entitlement. Formal permission from the Planning Division to use or develop land, including Zone Clearances, Development Permits, and Conditional Use Permits, but not including legislative actions such as Rezones and Plan Amendments. An individual entitlement may be sufficient for a project to proceed or may need to be used in conjunction with another entitlement.

Entrance. An opening, such as door, passage, or gate, that allows access to a place.

Environmental Impact Report (EIR). An Environmental Impact Report as required under the California Environmental Quality Act.

Environmental Review. An evaluation process pursuant to CEQA to determine whether a proposed project may have a significant impact on the environment.

Erect. To build, construct, attach, hang, place, suspend, or affix to or upon any surface.

Excavation. The removal of soils or other materials below grade.

Existing Grade. The elevation of the ground at any point on a parcel as shown on the required survey submitted in conjunction with an application for a Building Permit or grading permit. Existing grade also may be referred to as natural grade.

Façade. Exterior, outer being on the outer side, situated or being outside; the outer surface. The face of the exterior wall of a building exposed to public view or that wall viewed by persons not within the building. The portion of any exterior elevation of a building extending vertically from the grade to the top of a parapet wall or eave, and horizontally across the entire width of the building elevation.

Façade, Street Facing. Any building façade whose exterior wall faces or is within 45 degrees of parallel to an adjacent street, right of way, or public park, plaza, or open space.

Family. One or more persons occupying a premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, lodging house, or hotel, as herein defined.

Feasible. Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

Fee. A payment to the City for the processing of a permit, license, or appeal application by a City agency or department.

Fence. An artificially constructed barrier of any material or combination of materials erected to enclose or screen an area of land. Fences may also be walls, hedges, and screen planting.

Final Map. A map showing a subdivision of five or more lots, prepared for filing with the Yolo County Recorder in accordance with the provisions of the Subdivision Map Act and Part IV: Land Divisions, if deemed in substantial compliance with a previously approved tentative subdivision map and with any conditions to such approval.

Floor Area Ratio (FAR). The ratio of the total gross floor area of all buildings on a lot to the lot area. See Section 17.08.030, Rules of Measurement.

Floor Area, Gross. The total gross horizontal area of all the floors below the roof and within the outer surface of the walls of a building or structure, including basements, mezzanines, interior balconies, and upper stories or levels in a multi. story building unless otherwise stipulated.

Floor Area, Net. The total of all floor areas of a building, excluding stairwells and elevator shafts, equipment rooms, interior vehicular parking or loading; and all floors below the first or ground floor, except when used or intended to be used for human habitation or service to the public.

Footprint. The horizontal area, as seen in plain view, of a building or structure, measured from the outside of exterior walls, and supporting columns, and excluding eaves.

Frontage, Lot or Parcel. The portion of property that abuts one side of a public street which allows primary access to the property. The public street frontage for residential lots fronting on a curved street, or on the curved portion of a cul-de-sac street, shall be measured along a chord located 20 feet from the edge of the street right-of-way.

Fully Shielded. Light fixture or luminous tube constructed and mounted such that all light emitted by the fixture or tube, either directly from the lamp, tube, or a diffusing element, or indirectly by reflection or refraction from any part of the light fixture, is projected below the horizontal. If the lamp or tube, any reflective surface, or lens cover (clear or prismatic) is visible when viewed from above or directly from the side, from any angle around the fixture or tube, the fixture or tube is not fully shielded.

Garage. A building or portion thereof, containing accessible and usable enclosed space designed, constructed, and maintained for the parking or storage of one or more motor vehicles.

General Plan. The City of Woodland 2035 General Plan adopted by City Council by Resolution 6836 on May 16, 2017, and as may be amended in the future.

General Plan Land Use Designations and General Plan Land Use Diagram. The designation depicted on Figure 2.5 of the General Plan entitled "Land Use Diagram" and the Land Use Diagram itself.

Glare. The effect produced by a light source within the visual field that is sufficiently brighter than the level to which the eyes are adapted, such as to cause annoyance, discomfort, or loss of visual performance and ability, and which may also cause damage to property.

Government Code. The Government Code of the State of California.

Grade. The location of the ground surface.

Graffiti. Marks, such as inscriptions, drawings, or design, which are placed, scratched, etched, painted, or sprayed on public or private property without owners' consent.

Ground Floor. The lowest floor of a building other than a basement that is closest to finished grade.

Ground Floor Street Frontage. The first level of a building, other than a basement that borders a public street.

Guest House. Living quarters within an accessory building for use by temporary guests of the occupants of the premises, having no kitchen or cooking facilities and not rented or otherwise used as a separate dwelling.

Habitable Space. As defined in Section 202 of the California Building Code.

Habitation. Regular and exclusive use of a space or structure for shelter and other residential purposes in a manner that is private and separate from another residence on the same parcel.

Half-plex. See "Split Lot Duplex."

Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Hedge. Any group of shrubs planted in line or in groups so that the branches of any one plant are intermingled or form contact with the branches of any other plant in the line.

Height. The vertical distance from a point on the ground below a structure to a point directly above.

Hip Roof. A roof that slopes upward from all sides of a structure, having no vertical ends.

Household. One or more persons living together in a single dwelling unit, with common access to and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food; who share living expenses, including rent or mortgage payments, food costs and utilities; and who maintain a single mortgage, lease, or rental agreement for all members of the household.

Hydro Zone. A portion of the landscaped area having plants with similar water needs.

Illegal Nonconforming Use or Site Feature. A use, structure, site feature or lot shall be designated as having Illegal Nonconforming status if it was not lawfully established under the regulations of the jurisdiction in which it was located at the time of its establishment or has not continuously remained in compliance with all terms and conditions imposed upon the use, structure, or site feature upon its establishment or imposed upon it any time thereafter.

Impervious Surface. An artificial surface such as pavement that allows little to no water to pass through. Examples of impervious surfaces are roofs, asphalt, concrete, crushed gravel, compacted soil.

Indirect Sale. An interaction between a cottage food operation, a third-party retailer, and a consumer, where the consumer purchases cottage food products made by the cottage food operation from a third-party retailer that holds a valid permit issued pursuant to Section 114381 of the California Health and Safety Code. Indirect sales include, but are not limited to, sales made to retail shops or to retail food facilities where food may be immediately consumed on the premises.

Intensity of Use. The extent to which a particular use or the use in combination with other uses affects the natural and built environment in which it is located, the demand for services, and persons who live, work, and visit the area. Measures of intensity include, but are not limited to, FAR, density, requirements for water, gas, electricity, or public services; number of automobile trips generated by a use; parking demand; number of employees on a site; hours of operation; the amount of noise, light, or glare generated; the number of persons attracted to the site, or, in eating establishments, the number of seats.

Interior. The inner or indoor part of something, especially a building; the inside; being within.

Kitchen. A room or space within a building with appliances used for cooking or preparing food.

Landscaping. The planting, configuration, and maintenance of trees, ground cover, shrubbery, and other plant material, decorative natural and structural features (walls, fences, hedges, trellises, fountains, sculptures), and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

Legal Nonconforming Use, Structure, or Site Feature. A use, structure, or site feature shall be designated as having Legal Nonconforming status if it was lawfully established under the regulations of the jurisdiction in which it was located at the time of its establishment, and has continuously remained in compliance with all terms and conditions imposed upon the use, structure, or site feature upon its establishment or imposed upon it any time thereafter, based on evidence provided by the property owner, tenant, or applicant. Legal Nonconforming status shall also be assigned if nonconformities were created by a public improvement, such as a street widening project.

Light Fixture. The assembly that holds a lamp and may include an assembly housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirrors, and a refractor or lens.

Loading Space. An off-street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials, and which abuts upon a street, alley or other appropriate means of access.

Local-serving or Neighborhood-serving. Having a market area generally not exceeding one mile in radius.

Lot. A parcel of land shown on a subdivision map, parcel map or record of survey map or described by metes and bounds and recorded in the office of the county recorder of Yolo County, and/or a building site in one ownership having an area for a building or buildings, together with such yards, open spaces, or width, and lot areas as are required by this title, and have frontage upon a public street, road or highway (other than an alley), unless otherwise approved.

Lot Area. The total horizontal net area within the lot lines of a lot or parcel exclusive of streets, highways, roads, and alleys.

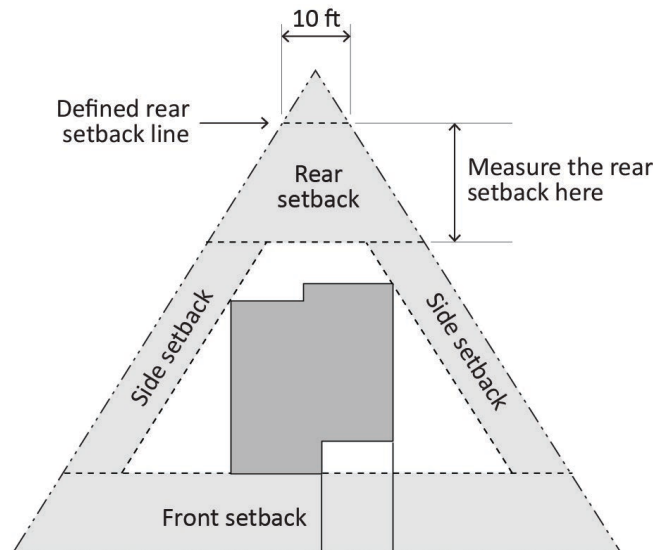
Lot Coverage. The area of a lot occupied by buildings. It shall not include fences, walls, hedges, swimming pools, or uncovered patios. See Section 17.08.030, Rules of Measurement.

Lot Depth. The horizontal distance between the front and rear lot lines measured on the longitudinal centerline.

Lot Line Adjustment. A shift or rotation of an existing lot line or other adjustment where a greater or lesser number of parcels that originally existed is not created.

Lot Line, Front. In the case of an interior lot, a line separating the lot from the street right-of-way. In the case of a corner lot, the owner may choose which street they shall designate as the front of the lot. In the case of a flag lot, the interior lot line most parallel to and nearest the street or lane from which access is obtained. See "Determining Lot Frontage" in Section 17.08.030, Rules of Measurement.

Lot Line, Rear. A lot line that is opposite and most distant from the front lot line or, in the case of an irregular or triangular-shaped lot, a line 10 feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Figure 17.136-A: Rear Lot Line for Purposes of Determining Setbacks

Lot Line, Side. Any lot boundary line not a front lot line or a rear lot line.

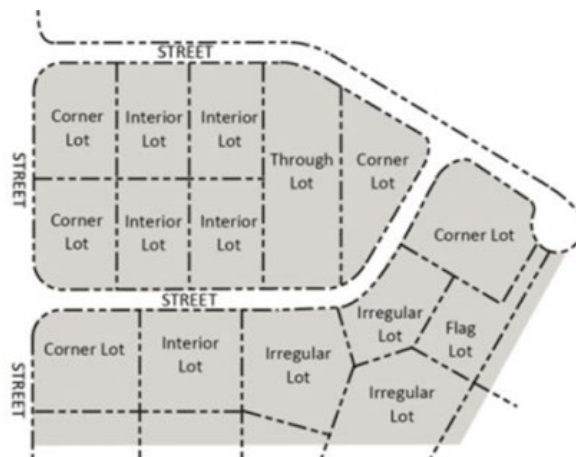
Lot Width. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear property lines.

Lot, Corner. A lot situated at the intersection of two or more streets having an angle of intersection of not more than 135 degrees.

Lot, Flag. A lot so shaped and designed that the main building site area does not have street frontage but is connected to the street by a strip of land which is used for access purposes.

Lot, Interior. A lot other than a corner lot.

Lot, Through. A lot having frontage on two parallel or approximately parallel streets.

Figure 17.136-B: Lot Types

Maintenance and Repair. The repair or replacement of nonbearing walls, fixtures, wiring, roof, or plumbing that restores the character, scope, size, or design of a structure to its previously existing, authorized, and undamaged condition.

Mansard Roof. A roof having two slopes on all sides with the lower portion having a steeper slope than the upper portion. This definition shall apply to any roof having a flat upper portion and sloped sides.

Manufactured Home. A manufactured home is built in a factory or warehouse in accordance with building codes set forth by the U.S. Department of Housing and Urban Development (HUD). The homes are transported to the home site, either in sections or as a whole, and installed on either a temporary or permanent foundation. In most cases, they will be permanently affixed.

Merger. The joining of two or more contiguous parcels of land under one ownership into one parcel.

Mobile home. As defined in § 18008 of the California Health and Safety Code or manufactured home as defined in § 18007 of the California Health and Safety Code, a movable dwelling constructed on a chassis, designed for use without a permanent foundation, and designed to be connected to utilities. Excludes manufactured modular housing designed to be placed on a permanent foundation and recreational vehicles, recreational vehicles as defined in Section 799.24 of the California Civil Code and Section 18010 of the California Health and Safety Code, commercial coaches, and or factory-built housing, as defined in Section 19971 of the California Health and Safety Code.

Modular Home. A modular home is like a traditional home, placed on a permanent foundation. The house structure is partially constructed in a factory and shipped to the homeowner's lot. The construction of a modular home must comply with local building codes and standards in the area where the home will be placed.

Mulch. Any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

Nonconforming Building. A building or structure or portion thereof lawfully existing at the time of the adoption of this title, and which does not conform to the applicable regulations of this title. Includes any building or structure or portion thereof lawfully existing in an area annexed to the City at the time of such annexation, and which does not conform to the applicable regulations of this title.

Nonconforming Lot. A legally created lot of land having less area, frontage, or dimensions than the existing Code requires in the Zoning District in which it is located.

Nonconforming Use. A use which lawfully occupies a building or land at the time of the adoption of this title, and which does not conform to the applicable regulations of this title. Includes any use which lawfully occupies any building or land in an area annexed to the City at the time of such annexation, and which does not conform to the applicable regulations of this title.

Occupancy Group. The Building Code use category for determining requirements for building construction elements and life safety system requirements.

Occupant Load. As defined and determined in Chapter 15.04, Building Codes.

Off-sale Liquor Establishment. Any establishment which is applying for or has obtained a liquor license from the California Department of Alcoholic Beverage Control, including Type 20 (off-sale beer and wine), Type 21 (off-sale general), for selling alcoholic beverages in an unopened container for the consumption off the premises. Off-sale liquor establishment shall not include food markets, supermarkets, drugstores, or any establishment in which sales of alcoholic beverages constitute less than 20 percent of total sales. The owner/operator shall submit evidence of total sales to the accounting department of the City of Woodland, upon request by City officials, for the purpose of verifying compliance with this Title.

Off-site Use. An activity or accessory use that is related to a specific primary use but is not located on the same lot as the primary use.

On-sale Liquor Establishments. Any establishment wherein alcoholic beverages are sold, served or given away for consumption on the premises, including, but not limited to, any facility which has obtained a California Department of Alcoholic Beverage Control License. Typical on-sale uses include, but are not limited to, the following establishments: ballrooms, dance bars, piano bars, billiard and/or game parlors, nightclubs, or other private clubs. This definition shall not include bona fide restaurants as defined herein, veterans clubs, or the following fraternal organizations: Elks Club, Moose Club, or Eagle Club. Fraternal organizations not listed may be exempt upon Planning Commission approval.

Onsite. Located on the lot that is the subject of discussion.

Open Space, Common. Any outdoor area, not dedicated for public use, which is designed and intended for the common use and enjoyment of the residents and guests of more than one dwelling unit.

Open Space, Private. Open areas for outdoor living and recreation that are adjacent and directly accessible to a single dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guest.

Open Space, Usable. Outdoor areas that provide outdoor living and/ or recreation for the use of residents.

Overlay District or Overlay Zone. A zoning designation specifically delineated on the Zoning Map establishing land use requirements that govern in addition to the standards set forth in the underlying zoning district.

Parapet. A low wall or railing extending above the roof and along its perimeter.

Parcel. A single unit of land separated from other units of land by legal description, the boundaries of which are shown on a parcel map or final map, described in a deed, or for which a certificate of compliance has been issued pursuant to the Subdivision Map Act. Parcel shall also include two or more parcels where the owner(s) have recorded a covenant with the office of the County Recorder that states the intention of the owner(s) to combine and use the parcels as a single unit of land in compliance with City regulations. Also referred to as "lot."

Parcel Map. A map prepared in accordance with the provisions of this Subdivision Ordinance, designed to be placed on record in the office of Yolo County Recorder, and providing for the division of land, which meets the exceptions, set forth in Section 66426 of the Map Act.

Parking Area. A permanently surfaced open area, other than a street or alley, used for the parking of motor vehicles, either free, for compensation, or as an accommodation for resident, clients, or customers. See Chapter 17.68, Parking and Loading of this title.

Parking Facility. An area of a lot parcel, structure, or any other area, including driveways, which is designed for and the primary purpose of which is to provide for the temporary storage of operable motor vehicles.

Parking Space. A permanently surfaced space, directly accessible to a driveway, street, or alley, exclusive of access, driveways, ramps or maneuvering areas, designed or used for the parking of one motor vehicle. See Chapter 17.68, Parking and Loading of this title.

Patio. An outdoor area, often paved, adjoining a building that is used for outdoor open space. It is not enclosed by walls and typically is located at grade or supported by minimal footings.

Patio Covers. Structures that are attached or detached from the primary residence, open on at least three sides and covered overhead. The term "patio covers" includes sunshades and similar structures.

Paving. A type of material used over areas of a parcel such as driveways, parking spaces and areas, pathways, patios, and front setbacks used for access by vehicles and pedestrians.

Performance Standards. A set of criteria or limits relating to nuisance elements, which a particular use of process may not exceed.

Permit. Any Conditional Use Permit, Temporary Use Permit, Building Permit, license, certificate, approval, or other entitlement for development and/ or use of property as required by any public agency.

Permitted Use. Any use or structure that is allowed in a Zoning District without a requirement for approval of a Use Permit, but subject to any restrictions applicable to that Zoning District.

Person with Disabilities. Under the Americans with Disabilities Act, an individual with a disability is a person who: (1) has a physical or mental impairment that substantially limits one or more major life activities; or (2) has a record of such an impairment; or (3) is regarded as having such an impairment.

Personal Cultivation. Any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or processing of cannabis or any part thereof, conducted by an individual for personal use, and not intended or conducted for sale, resale, or other commercial activity.

Pervious Surface. A surface that releases as runoff a small portion of the precipitation that falls on it. Pervious surfaces include but are not limited to vegetated areas, bark, crushed open stone such as decomposed granite, and permeable pavers. See Low Impact Development Requirements in Section 5.3 of the City of Woodland Post-Construction Standards Plan.

Planning Commission. The Planning Commission of the City of Woodland.

Plaza. An outdoor space set aside for gathering or congregating and commercial activities, typically surrounded by building frontages.

Pocket Park. A park of one-half to two acres in size that intended to serve the needs of a smaller, specific neighborhood located within a half-mile radius of the pocket park.

Podium. A continuous raised platform supporting a building or a large block of two or three stories beneath a multi. story block of smaller area.

Porte Cochere. A roofed structure through which a vehicle can pass, extending from the entrance of a building over an adjacent driveway, the purpose of which is to shelter persons entering and exiting a building.

Pre-Existing. In existence prior to the effective date of this Ordinance.

Primary Caregiver. Shall have the same definition as set forth in California Health and Safety Code Section 11362.7(d), as it may be amended.

Project. Any proposal for a new or changed use or for new construction, alteration, or enlargement of any structure that is subject to the provisions of this ordinance. This term includes, but is not limited to, any action that qualifies as a “project” as defined by the California Environmental Quality Act.

Public Art. An original work of a permanent nature in any variety of media produced by an artist that may include sculpture, murals, photography, original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing, or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass, and other functional features that have been enhanced to be visually appealing. Public art does not include the following:

- a. Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects, or fountains;
- b. Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist commissioned for this purpose working individually or in collaboration with the building architect (this shall not preclude the architect from being the artist if such individual meets the definition of “artist” as provided above);
- c. Landscape architecture and landscape gardening except where these elements are designed by the artist and are an integral part of the work of art by the artist;
- d. Directional elements such as super graphics, signage as defined in the City of Woodland Municipal Code, or color-coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions;
- e. Interpretive programs;
- f. Reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, printmaking, or other media arts, specifically commissioned by the City;
- g. Existing works of art offered for sale or donation to the City, which do not have an established and recognized significance as public art among arts professionals and art appraisers as determined by the Design Review Authority;
- h. Logos or corporate identity.

Public Art Fund. A fund established and maintained by the City of Woodland for the purpose of acquiring, commissioning, designing, installing, placing, improving, and/or maintaining public art.

Public Improvement. Street work, utilities, and other facilities proposed or required to be installed within the subdivision for the general use of all the subdivision lot owners and for local neighborhood or community needs.

Public Resource Code. The Public Resources Code of the State of California.

Qualified Applicant. The property owner, the owner's agent, or any person or other legal entity that has a legal or equitable title to land that is the subject of a development proposal or is the holder of an option or contract to purchase such land or otherwise has enforceable proprietary interest in such land.

Qualified Patient. A person identified in California Health and Safety Code Section 11362.7(c) or (f), as they may be amended.

Ramp. An access driveway leading from one parking level to another, or an access driveway from an entrance leading to parking at a different level.

Recreational Vehicle. Any vehicle or trailer designed, or modified for use as a camp car, truck camper, motor home, travel trailer, trailer coach, camping trailer; with or without motive power; designed for human habitation or other occupancy. Truck-mounted, or permanently towable on the highways without a permit. They must contain less than 320 square feet of internal living room area (excluding built-in equipment and including, but not limited to wardrobe, closets, cabinets, kitchen units, fixtures, and bath or toilet rooms) and 400 square feet or less of gross area measured at maximum horizontal projections (see California Health and Safety Code Section 18010).

Registered or Permitted Area. The portion of a private home that contains the private home's kitchen used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage.

Remainder. That portion of an existing parcel, which is not designated on the required map as part of the subdivision. The remainder shall not be considered as part of the subdivision but shall be shown on the required map as part of the area surrounding the subdivision.

Restore. Return to a former condition or renovate or as to return to its original state.

Review Authority. The body or City staff person responsible for making decisions on zoning and related applications.

Right-of-Way. A strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation and intended to be occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, or other similar use.

Roof. That portion of a building or structure above walls or columns that shelters the floor area or the structure below.

Roofline. The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys, or minor projections.

Rowhouse. A single-family dwelling that shares a party wall with another of the same type placed side-by-side with dedicated private open space for each unit. Each unit has its own front access located at the ground floor. Also known as a townhouse or townhome.

Runs with the Land. A covenant restriction to the use of land contained in a deed and binding on the present and all future owners of the property.

Rustication. A type of decorative masonry that provides a purposefully rough or patterned surface for exterior masonry walls.

Screening. Screening refers to a wall, fence, hedge, informal planting, or berm, provided for the purpose of buffering a building or activity from neighboring areas or from the street or public views.

Setback. The distance between the parcel line and a building, not including permitted projections that must be kept clear or open.

Sidewalk. A paved, surfaced, or leveled area, parallel and usually separated from the street, used as a pedestrian walkway.

Sidewalk Café. Any outdoor dining area located in or adjacent to any public sidewalk or right of way that is associated with a restaurant or other eating and drinking establishment on a contiguous adjacent parcel.

Signs. See Chapter 17.72, Signs, of this Title.

Site. A parcel or group of contiguous parcels that is proposed for development in accordance with the provisions of this Ordinance and is in a single ownership or under unified control.

Small Residential Rooftop Solar Energy System. A solar energy system that meets all of the following:

- a. Is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;
- b. Conforms to all applicable State fire, structural, electrical, and other building codes as adopted or amended by the City, and all State and City health and safety standards;
- c. Conforms to all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability;
- d. Is installed on a single- or duplex-family dwelling; and
- e. The panel or module array does not exceed the maximum legal building height as defined by the City.

Solar Energy System. A solar energy system as defined in California Civil Code Section 801.5(a)(1) and (2), as such Section or subdivision may be amended, renumbered, or redesignated from time to time.

Specific, Adverse Impact. A significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Split Lot Duplex. A dwelling unit designed exclusively for occupancy by one family and attached to one other similar unit located on separate parcels of land. Also referred to as “half-plex” or “single-family attached” (see Chapter 17.144, Definitions of Uses).

Stable. A detached accessory building for the shelter of houses or other hooved animals.

Standard Specifications. The Standard Specifications of the Department of Public Works of the City as may be amended from time to time.

Story. That portion of a building included between the surface of any floor and the surface of any floor next above it, or if there is no floor above it, then the space between such floor and ceiling next above it.

Street. A public thoroughfare 30 feet or more in width, other than an alley, which affords the principal means of access to abutting property.

Street Tree. A tree fronting private property within the street right-of-way.

Structural Alterations. Any change in the supporting members of a building or structure such as bearing walls, columns, beams, girders or rafters.

Structure. Anything constructed or erected which requires location on the ground or attached to something having location on the ground, including swimming pools, but not including fences or walls used as fences 72 inches in height or lower.

Swimming Pool. A pool, pond, or open tank capable of containing a large and deep enough body of water for people to use to swim.

Target Population. Adults with low-income having one or more disabilities including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act, and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.

Temporary Use. A use that is intended to be of a limited duration of time and that will not permanently alter the character or physical facilities of the property where it occurs.

Tenant. A person who rents, leases, or subleases, through either a written or an oral agreement, real property from another.

Tentative Map. A map made for the purpose of showing the design and improvements of a proposed parcel map or subdivision and the existing conditions in and around it.

Townhouse. See "Rowhouse."

Travel Trailer. See "Recreational vehicle."

Tripartite Design. Building façade design in which architectural elements such as cornices, eaves, step-backs, or change of material are employed to create a distinct base, middle and top.

Use. The purpose for which a lot or structure is or may be leased, occupied, maintained, arranged, designed, intended, constructed, erected, moved, altered, or enlarged. All uses are listed in Chapter 17.144, Definitions of Uses.

Use Classification. A system of classifying uses into a limited number of use types based on common functional product, or compatibility characteristics. All use types are grouped into the following categories: residential, commercial, public/institutional, industrial, transportation, communication and utilities, and temporary.

Use Permit. A permit approved by the Planning Commission for any use listed as a conditional use in that zone.

Use Type. A category, which classifies similar uses based on common functional, product, or compatibility characteristics.

Use, Conditional. A use that may be suitable only in specific locations in a zoning district or only if such use is designed or laid out on the site in a particular manner. Also referred to as a "conditionally permitted use".

Use, Permitted. A permitted use not requiring a conditional use permit in that zone.

Utilities. Equipment and associated features related to the mechanical functions of a building(s) and services such as water, electrical, telecommunications, and wave.

Visible. Capable of being seen (whether or not legible) by a person of normal height and visual acuity waling or driving on a public road.

Wall. Any exterior surface of building or any part thereof, including windows.

Window. An opening in a wall of a building that is filled with glass in a frame. They typically allow light and air into the interior of a building, but also serve as mediums for viewing merchandise in commercial properties.

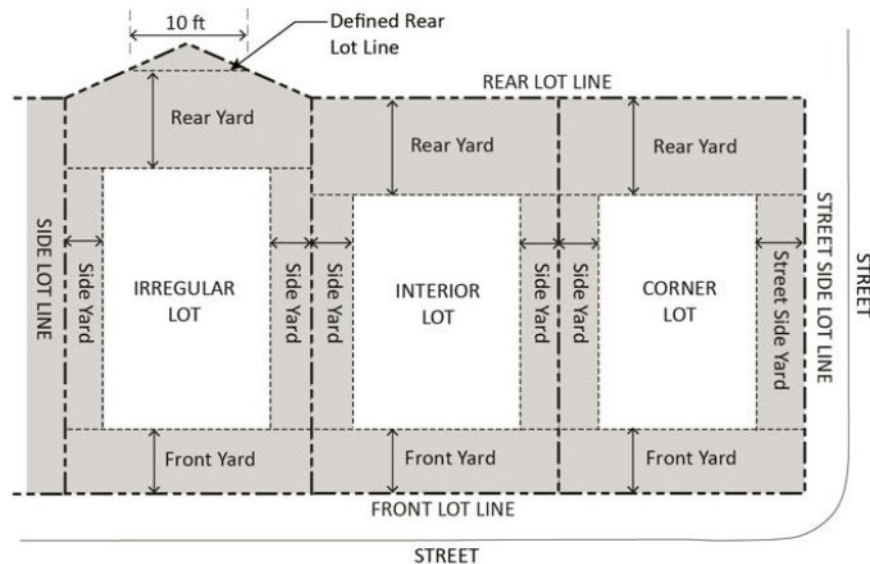
Yard. An open space other than a court on the same lot with a building, unoccupied and unobstructed from the ground upward, except as otherwise provided in this title.

Yard, Front. A yard extending across the full width of the lot measured between the front property line and the nearest vertical support or wall of the main building.

Yard, Rear. A yard extending across the full width of the lot measured between the rear property line and the nearest vertical support or wall of the main building.

Yard, Side. A yard extending from the front yard to the rear yard measured between the side lot line and the nearest vertical support or wall of the main building.

Figure 17.136-C: Yard Types



Zone. A specifically delineated area in the City within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings. Also referred to as “zoning district.”

Zoning Administrator. The officer designated to perform the duties and exercise the powers of the Zoning Administrator as set forth in this title or the designated representative of such officer.

Zoning Administrator Permit. A minor conditional use permit approved by the Zoning Administrator.

Zoning Map. A map or maps that were adopted to implement the Zoning Ordinance and delineate the boundaries of zones within the City.

Zoning Code or Ordinance. The code or ordinance codified as Title 17 of the Municipal Code.

Chapter 17.140 Definitions of Sign Terms

Balloon. A brightly colored bag made of flexible material, inflated with air or other gas, and sealed, often to make it rise in the air.

Balloon Bobber. A reusable pre-formed balloon with regular air made of a durable PVC vinyl that does not need to be inflated, and typically attached to a short pole.

Building Element. The maximum lineal dimension of an exterior wall, excluding canopies and projections, measured on a straight line parallel to the site's street frontage.

Candela. A measure of luminous intensity. It is a measure of radiant power, rather than energy, and it is weighted in terms of the eye sensitivity curve.

Commercial Message. A message conveyed by any sign that is solely intended to interest, entice, or solicit any person to participate in commercial transactions with a business, including offers of goods, cash, discounts on products or services, or other items, including the offering of free goods or services made in exchange for or with the intent to induce the recipient's willingness to receive information relating to a possible commercial transaction.

Conformance. A sign shall be said to conform when it meets all the standards and regulations established by this chapter and the Uniform Building Code, as adopted by the City of Woodland.

Digital Display Areas. Any characteristic or portion of a sign that appears to have movement or that appears to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays.

Electronic Message Display Technology. A sign or portion of a sign that utilizes computer-generated messages or some other electronic means of changing its characters, letters, numbers, illustrations, display, color, and/or light intensity, including animated graphics and video, by electronic or automatic means. A sign utilizing electronic message display technology is not a Single- or Two-Color LED Sign.

Flag. A fabric sheet of square, rectangular, or triangular shape that is typically mounted on a pole.

Historical Plaque. A sign that memorializes a person, event, building, former use of a place, or something else of historical significance.

Illumination, Direct. Illumination resulting from light emitted directly from a light bulb or light fixture, and not light diffused through translucent signs or reflected from other surfaces such as the ground or a building face.

Illumination, External. Illumination on the face of the sign reflecting light from an external light source intentionally directed upon it.

Illumination, Halo. A form of sign illumination in which neon tubing, LED, or similar lights are mounted within the letter to illuminate the mounting surface causing a halo of light around the letter

Illumination, Internal. A form of internal sign illumination that includes cabinet signs, single-color LED signs, signs constructed with pan channel letters, or indirect halo illuminated channel letters on an unlit or otherwise indistinguishable background on a freestanding sign or building wall.

Landscape Area. For purposes of sign regulation, an area surrounding the base of a freestanding sign, and containing living plant materials with or without a fixed border.

Laser Light Display. A display that emits light through the use of a laser beam(s).

LED (Light Emitting Diode). A semiconductor diode that emits light when a voltage is applied to it.

Logo. See Sign, Logo.

Maintenance. The upkeep of signs, and their support structures, in a condition of good repair. This includes the replacement or repainting of sign faces which have been damaged or have otherwise lost their ability to convey the message intended. Maintenance does not include the changing of location, orientation, size, or height of a sign.

Major Architectural Feature. Ornamentation or decorative features attached to or protruding from an exterior wall. Architectural features of a building shall include cornices, eaves, gutters, belt courses, sills, lintels and dentils, windows, chimneys, and decorative ornaments.

Neon. An illumination source created when a glass tube filled with neon or other similar gas emits light when energized. The tube can be bent to form letters, symbols, or other shapes.

Nonprofit. Any person(s), partnership, association, corporation or other group whose activities are conducted for unselfish, civic, or humanitarian motives, or for the benefit of others, and not for the gain of any private individual or group and may include, patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, cultural, charitable, scientific, historical, athletic, or medical activities.

Pan Channel Letter. A specific type of sign letter consisting of a metal pan enclosure fabricated in the shape of a letter. The metal pan enclosure is used to house the lighting and electrical components of the letter and can be mounted directly to wall of a building. The sign face is usually made of colored plastic attached to the metal pan to seal it off from pests and harsh weather.

Plate Line. The uppermost horizontal line of a building wall upon which the roof above rests.

Professionally Crafted or Painted Sign. A temporary or permanent sign that is made to a high standard by a competent individual(s) skilled in sign design, fabrication, and installation. Can be made of wood, metal or other similar material.

Raceway. An enclosed conduit for electrical wiring.

Search Lights. Lights which disappear and reappear at periodic intervals, or are intermittently on and off, and which are placed so as to attract vehicular traffic with emphasis on the recurrence of lights.

Sign. A structure, device, figure, display, message placard or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended or used to advertise, provide information in the nature of advertising, provide historical, cultural, archeological, ideological, political, religious, or social information, or direct or attract attention to an object, person, institution, business, product, service, message, event or location by any means, including words, letters, figures, designs, symbols, pictures, colors, or illumination.

Sign Face. The exterior surface of a sign, exclusive of structural supports, on which is placed the sign copy.

Sign, Abandoned. Sign that identifies a business, lessor, owner, product, service, or activity that is no longer on the premises where the sign is displayed.

Sign, A-Frame. A pedestrian oriented sign that is not permanently affixed to a structure or the ground to advertise special goods, services, or products offered on the site (also known as a Sandwich Board Sign or an Upright Sign).

Sign, Awning. Any permanent sign that is part of or attached to an awning, canopy, or other fabric, plastic or structural protective cover located over a door, entrance, window, storefront, or outdoor service area.

Sign, Bandit. Any sign that is placed on public property or on private property without the consent of the property owner or as authorized in Chapter 17.72, Signs.

Sign, Banner. A temporary sign constructed of cloth, bunting, plastic, paper, or similar material and securely attached to a wall or support structure.

Sign, Billboard. A permanent structure for the display of a commercial or non-commercial message.

Sign, Blade. A permanent sign mounted to the wall of building by means of a bracket and which is typically hung perpendicular to the wall of the building.

Sign, Building Identification. A sign consisting of letters or numbers applied to a building wall, engraved into the building material or consisting of a sculptural relief which contains the name of the building or describes its function, but which does not advertise any individual tenant of the building or any products or services offered.

Sign, Building Mounted. Sign attached to, connected to, erected against the wall, parapet, or fascia of a building or structure with the exposed face of the sign in a plane parallel to the vertical face of the building or structure.

Sign, Cabinet. A permanent building-mounted or freestanding sign with its text and/or logo symbols and artwork on a translucent face panel that is mounted within a metal frame or cabinet either that contains the lighting fixtures which illuminate the sign face from behind.

Sign, Canopy. A permanent sign that is painted, or mounted to a canopy, typically used to accent building entries.

Sign, Changeable Copy. A sign that is designed so that characters, letters, numbers, or illustrations can be manually or mechanically changed or rearranged without altering the face or surface of the sign.

Sign, Channel Letter Sign. A sign made with three dimensional, individually manufactured letters, figures, or other symbols which may contain a light source that illuminates the front face of the signs letters, figures, or other symbols.

Sign, Copy. Any graphic, word, numeral, symbol, insignia, text, sample, model, device, or combination thereof that is primarily intended to advertise, identify, or notify.

Sign, Digital Billboard Sign. An outdoor sign utilizing electronic message display technology, capable of changing the static message or copy on the sign electronically that has one or more dynamic digital display areas.

Sign, Directional. A freestanding or building-mounted sign erected to inform the viewer of the approximate route, direction, or location of a facility or tenant.

Sign, Directory. A freestanding or building-mounted sign on a multi-tenant site or building providing information including a list of tenants and occupants, addresses, and suite numbers or a map of the building or complex. These signs are typically internal to a center, oriented to pedestrians, or motorists circulating in a parking lot rather than vehicles travelling on an arterial street.

Sign, Electronic Message. A sign or portion of a sign that utilizes computer-generated messages or some other electronic means of changing its characters, letters, numbers, illustrations, display, color, and/or light intensity, including animated graphics and video, by electronic or automatic means. An Electronic Message Sign is not a Single- or Two-Color LED Sign.

Sign, Feather Banner. A sign that is taller than it is wide and made of a flexible material (typically cloth, nylon, or vinyl) and mounted to a pole.

Sign, Freestanding. A sign that is erected or mounted on its own self-supporting permanent structure or base detached from any supporting elements of a building.

Sign, Freeway Oriented. Signs in the freeway corridor, a zone measuring 1,320 feet from the center line of the freeway. The width of the storm channel shall not be included in determining this distance.

Sign, Fuel Pump Topper. A sign affixed to the top of an operable fuel dispensing pump used to advertise goods offered for sale on the same parcel on which the fuel pump is located.

Sign, Hanging. A sign that is suspended from the underside of a surface and is supported by such surface.

Sign, Incidental. A sign which provides incidental information, including security, credit card acceptance, business hours, directions to services and facilities, or menus.

Sign, Individual Letter. A cut-out or etched letter or logo which is individually mounted on a building wall, or freestanding sign

Sign, Landmark. A sign determined by the City to have attained a high degree of community, cultural, aesthetic, or historic significance.

Sign LED. A sign consisting of light emitting diodes (electronic components that let electricity pass in only one direction) that emit visible light when electricity is applied.

Sign, Logo. A stylized group of letters, words, numbers, or symbols used to represent and distinguish a business or product.

Sign, Marquee. A permanent sign structure placed over the entrance to a building and typically used for a theater or other entertainment use.

Sign, Monument. A freestanding sign, with a solid base that is equal to or larger than the width of the sign face.

Sign, Nonconforming. Any sign legally established prior to the Effective Date which does not fully comply with the standards imposed by the individual sections of this Code.

Sign, Painted Wall. A sign painted directly onto the exterior wall of a building and having no sign structure.

Sign, Pan or Reverse Channel Letters. A sign made with three dimensional, individually manufactured letters, figures or other symbols with an open back which may contain a light source to provide light onto the sign background against which the channel letters are silhouetted.

Sign, Pennant. A temporary sign made of flexible materials longer than it is wide, often triangular in shape, and frequently displayed with other pennants on a string.

Sign, Permanent. A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Sign, Prohibited. Any sign not in accordance with or authorized in Chapter 17.72 (Sign Regulations).

Sign, Projecting. A sign that is perpendicular to the face of a building and projects outward from the building face.

Sign, Raised Letter. A sign containing copy, logo, and/or decorative embellishments in relief on the face.

Sign, Roof-Mounted. Any sign erected, painted, or attached to the sloped surface of a mansard or hip roof of a building. Excludes signs mounted on the top of a building's roof.

Sign, Single-Color or Two-Color LED. A permanent or temporary sign or portion of a sign composed of single-color or two-color LEDs that displays static or changeable sign messages using characters, letters, and numbers only. Examples of these signs include, "open" or "closed" signs", "time and temperature" signs or signs indicating the number of available spaces in a parking facility.

Sign, Spinner. A lightweight, durable, and colorful device designed to be affected by the movement of air so that it spins or rotates in a manner to capture attention.

Sign Structure. The supports, uprights, bracing, and/or framework of a sign.

Sign, Temporary. A sign constructed of paper, cloth, vinyl, fabric, or similar material, which is intended for a definite and limited period of display and which is not permanently affixed to a structure, sign area, or window.

Sign, Vehicle. Any sign on or affixed to a truck, van, automobile, trailer, or other vehicle.

Sign, Wall. A sign affixed to or erected against the wall or fascia of a building or structure, with the exposed face of the sign parallel to the plane of wall or fascia to which it is affixed or erected.

Sign, Walker. A person who wears, holds, or balances a sign.

Sign, Wall Banner. A temporary sign and constructed of cloth, bunting, plastic, paper, or similar nonrigid material, and securely attached to the wall or support structure for which it is advertising. Flags are not considered temporary wall banners.

Sign, Window. A sign posted, painted, placed, or affixed in, on, or within a window, or otherwise exposed to public view through a window.

Sign, Yard, Type I. A small temporary sign typically constructed of corrugated plastic and supported on an H-shaped wire frame used for example, for advertising by local businesses or by election campaigns. (Syn. Lawn Sign).

Sign, Yard, Type II. A sign mounted on a single post installed securely in the ground with a small sign hanging from a cross-bar mounted parallel to the ground.

Sign, Yard, Type III. A large typically wooden sign mounted on two posts installed securely in the ground.

Static Display. A sign face that does not change within a twenty-four hour period.

Valance. The vertical front face of an awning.

Chapter 17.144 Definitions of Uses

This Chapter provides definitions for all uses established in the use tables on Division II, District Regulations. Refer to Chapter 17.36, Definitions of Terms, for definitions of the terms commonly used throughout this Title.

Accessory Dwelling Unit. A residential dwelling unit that is accessory to and either detached from, attached to, or located within the living area of an existing primary dwelling unit, and that provides independent living facilities for one or more persons. An accessory dwelling unit also includes an efficiency unit, as defined in California Health and Safety Code Section 17958.1, and a manufactured home, as defined in Section 18007.

Adult Businesses. Any commercial activity identified in Section 17.84.040 as an “Adult Entertainment Use.”

Agricultural Production, Light. Use of land for agricultural production, vine or tree farm, truck garden, apiary, horticulture, vineyard, hop yard, fruits, beekeeping, and associated crop preparation and harvesting activities on any other type of agriculture determined to be substantially similar to the above. Agricultural production may be ancillary to a primary use as a test or research facility. This use does not include nurseries, greenhouses, processing, or retail sales of agricultural products from the site.

Animal Care, Sales and Services.

Animal Boarding Kennel/Pet Day Care. A commercial, non-profit, or governmental establishment licensed to operate a facility providing shelter, breeding, and care for domestic animals on a commercial basis for a period in excess of 48 hours. This classification includes activities such as feeding, exercising, grooming, and incidental medical care for domestic animals.

Grooming. An establishment that provides day care, bathing and trimming services for domestic animals on a commercial basis.

Pet Store. Retail pet supply stores. May include the sale of small household pets (birds, fish, reptiles). This classification includes grooming if incidental to the retail use. Uses are conducted within an enclosed building.

Veterinary Services. Medical and health services for animals. Typical uses include veterinary offices, pet clinics, and animal hospitals. This classification allows 24-hour accommodation of animals receiving medical or grooming services. This use type excludes kennels.

Artisan/Small-Scale Manufacturing. An establishment primarily engaged in small-scale, on-site production of goods by hand manufacturing, which involves only the use of hand tools or domestic mechanical equipment not exceeding two horsepower or kilns not exceeding 25 kilowatts, and the incidental direct sale to consumers of only those goods produced on site. Typical uses include ceramic studios, glass, candle making shops, metal, and woodworking, manufacturers that typically occupy smaller spaces with a maximum floor area of 10,000 square feet.

Artist's Studio. Work space for an artist or artisan, including individuals practicing one of the fine arts, or an applied art or craft. This use may include incidental display and retail sales of items produced on the premises and instructional space for small groups of students. It does not include joint living

and working units (See Live-Work). Small-scale art production that is generally of a low impact. Typical uses include painting, photography, jewelry, textile, and small-scale pottery studios. All work is indoors and may only have very limited artisan display.

Automobile/Vehicle Sales and Services. Retail or wholesale business that sell, rent, and/or repair automobiles, trucks, vans, trailers, motorcycles including the following:

Automobile Rental Office. Office for the rental of automobiles. Typical uses include one or more car rental agencies with no on-site storage of vehicles. Vehicle storage may be provided in a location where automobile storage is allowed.

Automobile/Vehicle Sales and Leasing, New. Sale or lease, retail or wholesale, of new automobiles, light trucks, motorcycles, motor homes, and trailers, together with associated minor repair services and parts sales for vehicles sold or leased by the dealership. This classification includes on-site facilities for maintaining an inventory of vehicles for sale or lease but excludes buildings and property on a separate site that are used for storing vehicles. Used vehicle sales and leasing, provided it is not large-format, may be associated with this use.

Automobile/Vehicle Service and Repair, Major. General repair, rebuilding or reconditioning of engines, motor vehicles or trailers, collision service including body, frame or fender straightening or repair, overall painting or paint shops of automobiles, trucks, motorcycles, motor homes, boats and recreational vehicles, including the incidental sale, installation, and servicing of related equipment and parts, generally on an overnight basis. This classification includes auto repair shops, body and fender shops, transmission shops, vehicle painting, tire sales, and installation, but excludes vehicle dismantling or salvaging and tire retreading or recapping. Vehicles may be stored overnight.

Automobile/Vehicle Service and Repair, Minor. The service and repair of automobiles, light-duty trucks not exceeding one and one-half tons' capacity, boats, and motorcycles, including the incidental sale, installation, and servicing of related equipment and parts. This classification includes the replacement of small automotive parts and liquids as an accessory use to a gasoline sales station or automotive accessories and supply store, as well as smog check quick-service oil, tire sales and service, tune-up and brake and muffler shops where repairs are made or service provided in enclosed bays and no vehicles are stored overnight.

Farm/Agricultural Equipment Sales, Service and Rental. Sales, servicing, rental, fueling, and washing of tractors, and other equipment used for agricultural, or landscape gardening activities.

Fueling Station. Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing minor automobile/vehicle repair services; selling automotive oils, replacement parts, and accessories; and/or providing incidental food and retail services. Also known as a Service Station.

Large Vehicle and Equipment Sales, Service and Rental. Sales, servicing, rental, fueling, and washing of recreational vehicles (RVs), large trucks, trailers, heavy equipment used for construction, moving activities. Examples include cranes, earth moving equipment, heavy trucks, combines, and similar equipment.

Tire Retreading and Capping. A business involved in the retreading, recapping or rebuilding of tires using previously processed rubber or synthetic products.

Washing (Full Service). Washing, waxing, or cleaning of automobiles or similar light vehicles, with hands-on service by employees who may move, vacuum, wash, wax, and dry the vehicle. Includes an interior or exterior waiting facility for customers and may include ancillary retail and/or food and drink service for waiting customers.

Washing (Self-Serve). Includes self-serve washing facilities that are the principal use of a building, structure, or site, either self-wash facility or drive through automated wash with no or limited-employee assistance. No on-site waiting facility is provided for customers.

Banks and Financial Institutions.

Bail Bonds. A business which provides bond money, for a fee, to meet bail requirements for the release of a person arrested and awaiting a hearing or trial.

Bank and Savings and Loan. Financial institution, including credit union office or check cashing service, that provides retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money.

Non-Traditional Financial Institution. An establishment engaged in short-term lending and buy-back activities in which customers typically take part in one-time or infrequent transactions and do not open long-term accounts or deposit funds. Typical uses include check cashing services, payday lenders (also known as deferred deposit originators), and similar activities.

Brewery. An independent regional brewery with a majority of volume in “traditional” or “innovative” beers. Typical annual production may be between 15,000 and 6,000,000 barrels.

Building Materials and Supply. Retail sales or rental of building supplies or equipment. This classification includes finished lumber for purchase, tool and equipment sales, or rental establishments.

Business and Communication Services.

General Business Services. An establishment primarily engaged in providing services to other businesses on a fee or contract basis, including advertising and mailing, legal document services, security services, janitorial services, model building, and taxi services or delivery services with two or fewer fleet vehicles on-site.

Printing and Copy Services. An establishment providing printed or copied materials from digital or hard copy format originals, including printing and distribution of envelopes, business cards, and similar business products.

Cannabis Uses.

Cannabis Distribution. Any facility engaged in the procurement, temporary storage, non-retail sales, and transport of cannabis or cannabis products between State-licensed cannabis business, including warehouses and similar structures.

Cannabis Manufacturing, Volatile and Non-Volatile. The compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product. For purposes of this chapter, cannabis manufacturing expressly includes the production, preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods. Cannabis manufacturing may include

distribution of wholesale products from the premises but shall not include any retail sales of cannabis or cannabis products or other sales to consumers.

Indoor Personal Cannabis Cultivation. Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis licensed by the State and intended for commercial sale. For purposes of this chapter, cannabis cultivation does not mean or include personal cultivation of cannabis regulated by Section 17.84.280, Personal Cultivation of Cannabis.

Cannabis Retail. A premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale. Unless otherwise specified, “cannabis retailer” means both a retailer selling medical cannabis and medical cannabis products to patients with valid physician’s recommendations, and a retailer providing adult-use cannabis and cannabis products for adults 21 years of age and over, pursuant to State law.

Cannabis Testing, Research and Development. A laboratory, facility, or entity that offers or performs tests or testing of cannabis or cannabis products, including accredited testing laboratories licensed by the State and involved in commercial cannabis activity in the State. Cannabis laboratories and research also includes start-up or incubator research activities, which typically include, but are not limited to, research, design, analysis, development, and/or testing of a cannabis product, and laboratories or facilities engaged in scientific research studies, investigation, testing, or experimentation, but not including cannabis manufacturing or sales of cannabis.

Cemetery. An establishment engaged primarily in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens.

College and Trade School. Institutions of higher education providing curricula of a general, religious, or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes junior colleges, business and computer schools, management training, and technical and trade schools, but excludes personal instructional services such as music lessons.

Communications Facilities. Facilities for the provision of broadcasting and other information relay services through the use of electronic and telephonic mechanisms.

Antennas and Transmission Towers. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structure designed to support reception or transmission systems. Typical uses include wireless telecommunication towers and facilities, radio towers, television towers, telephone exchange/microwave relay towers, and cellular telephone transmission/personal communications systems towers.

Equipment within Buildings. Indoor facilities containing primarily communication equipment and storage devices such as computer servers.

Community and Religious Assembly. A facility for public or private meetings including community centers, banquet centers, religious assembly facilities, dance halls, civic auditoriums, union halls, meeting halls for clubs and other membership organizations. This classification includes functionally

related facilities for the use of members and attendees such as kitchens, multi- purpose rooms, and storage. It does not include gymnasiums or other sports facilities, convention centers, or facilities, such as day care centers and schools that are separately classified and regulated.

Community Garden. An area of land managed and maintained by a public or non-profit organization or a group of individuals to grow and harvest food crops and/or ornamental crops, such as flowers, for personal or group use, consumption, or donation. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members. Community gardens may be accessory to public or institutional uses such as parks, schools, community centers, or religious assembly uses. This classification does not include gardens that are on a property in residential use when access is limited to those who reside on the property. Community Gardens do not include Medical Marijuana Collectives.

Construction Office. A temporary structure or trailer placed on or adjacent to a project site for the duration of construction. May include a construction materials yard. Also referred to as a Job Shack.

Crematorium. A place with a building or structure containing a furnace used for the reduction of human remains by way of incineration.

Cultural Facility. A facility engaged in activities to serve and promote aesthetic and educational interest in the community that are open to the public on a regular basis. This classification includes performing arts for theater, music, dance, and events as an accessory use; spaces for display or preservation of objects of interest in the arts or sciences; libraries; museums; historical sites; aquariums; publicly owned art galleries; and zoos and botanical gardens. It does not include schools or institutions of higher education providing curricula of a general nature.

Day Care Center. Establishments providing non-medical care for persons on a less-than-24-hour basis other than Family Day Care (Small and Large). This classification includes non-home based commercial and nonprofit nursery schools, preschools, day care facilities for children or adults, and any other day care facility licensed by the State of California.

Drive-Through Facility. A motor vehicle drive-through facility which is a commercial building or structure portion thereof which is design to be used to provide goods or services to the occupants of motor vehicles.

Drive-Through, Food Establishment. Includes drive-through for food establishments.

Drive-Through, Limited. Includes but is not limited to banks, pharmacies, or other similar uses. Does not include drive in movies, fueling stations, car-wash operations, or food establishments.

Duplex. A residential building containing two dwelling units, both of which are located on a single parcel (also referred to as a duplex or two-flat). The dwelling units are attached and may be located on separate floors or side by side. This use is distinguished from an accessory dwelling unit, which is considered a secondary residential unit, or incidental to a primary dwelling unit as defined by State law and this chapter.

Eating and Drinking Establishments. Businesses primarily engaged in serving prepared food and/or beverages for consumption on or off the premises.

Bar/Night Club/Lounge. A business serving beverages for consumption on the premises as a primary use and including on-sale service of alcohol including beer, wine, and mixed drinks. This use includes karaoke bars and micro-breweries where alcoholic beverages are sold and consumed on site and any food service is subordinate to the sale of alcoholic beverages.

Brewpub. A full-service or limited-service restaurant with a micro-brewery as an accessory use. A brewpub may sell other supplier's beer, including other hand-crafted or micro-brewed beers as well as wine to patrons for consumption on its premises.

Microbrewery. A brewery that produces up to 15,000 barrels of beer per year. Generally, no more than 75 percent of the total gross floor space is involved in brewing. Microbreweries sell to the public either as wholesale or retail capacity. Microbreweries do not include food service.

Micro-Distillery. A small, often boutique-style distillery established to produce beverage grade spirit alcohol in relatively small quantities, usually done in single batches (as opposed to larger distillers' continuous distilling process). Typically, no more than 15,000 U.S. gallons of spirits per year. May include a restaurant, bar, or tasting room.

Restaurant, Full Service. A restaurant providing food and beverage services to patrons who order and are served while seated and pay after eating. Takeout service may be provided.

Restaurant, Limited Counter Service/Fast Casual Food. An establishment where food and beverages are consumed on the premises, taken out, or delivered, but where limited table service is provided. Includes cafes, cafeterias, coffee shops, delicatessens, fast-food restaurants, sandwich shops, limited-service pizza parlors, self-service restaurants, and snack bars with indoor or outdoor seating for customers. This classification includes bakeries that have tables for on-site consumption of products. Excludes drive-through establishments.

Tasting Room. A retail sales facility where customers may taste and purchase beverage and food products, grown or processed on site or locally. Products offered for tasting and sale may include wine, beer, olive oil, cheese, honey, and/or other food and beverage products.

Emergency Shelter. Any facility whose primary purpose is to provide temporary shelter housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay. Emergency shelter shall include other interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative facilities. Emergency shelters do not include evacuation shelters during emergencies.

Emergency Services. Facilities for parking and the dispatch of emergency medical transport services, including ambulance, fire, police, and rescue. May include offices and facilities for cooking and sleeping of on-duty personnel.

Family Day Care. A day care facility licensed by the State of California, located in and accessory to a residential unit where the resident of the dwelling provides care and supervision for children under the age of 18 for periods of less than 24 hours a day. Family Day Care also includes adult in-home day care that is less than 24 hours a day.

Small. A facility that provides care for children, including children who reside at the home and are under the age of 10, as set forth in § 1597.44 and as defined in those regulations.

Large. A facility that provides care for children, as defined in California Health and Safety Code Section 1596.78, including children who reside at the home and are under the age of 10, as set forth in Section 1597.465 and as defined in those regulations.

Farmers Market. A location where the primary activity is the sale of agricultural products by producers and certified producers. Sales of ancillary products may occur at the location. Open-air farmers markets are operated by a local government agency only.

Food and Beverage Manufacturing. Establishments engaged in the production, processing, packaging, or manufacturing of food or beverage products and any instruction, direct sales, or on site consumption are incidental to the food or beverage production activity. These uses may have specific quality assurance and quality control to ensure that ingredients and finished products are tested and meet safety and quality specifications.

Small Scale. A small scale food and beverage products manufacturing and distribution establishment located in facilities less than 10,000 square feet in size. Examples include small coffee roasters, micro-breweries (manufacturing less than 15,000 barrels per year or less), micro-distilleries (manufacturing 10,000 barrels per year or less), wine manufacturing, meat or fish products, small batch candy shops, cheese makers, wholesale bakeries, and brew-on-premises stores which provide ingredients and equipment for customers to manufacture their own product.

Large Scale. Large scale production, packaging, processing, preparation, or manufacturing of a food, beverage, or ingredient used or intended for use by human digestion in a facility over 10,000 square feet. This classification includes such uses as bottling of alcoholic or non-alcoholic beverages, milling of grain, canning, processing and packaging of food; coffee roasting; food products; brewing; and distillation of liquor and spirits. This does not include slaughtering of animals, fowl, or direct retail sales.

Food Preparation. A business that prepares and/or packages food for off-site consumption, excluding those of an industrial character in terms of processes employed, waste produced, water used, and traffic generation. Typical uses include catering kitchens, bakeries with on-site retail sales, commercial kitchens, and small-scale specialty food production. This classification does not include businesses involved in the processing or manufacturing of wholesale food products.

Freight/Trucking Facilities. Any property and improvements used for freight, courier, and postal services, freight transfer truck terminals; or the operations of a common carrier trucking company including the parking, or servicing, or repairing, or storage of trucks, truck tractors, and /or truck trailers. Allowed as an accessory use only.

Funeral and Interment Service. An establishment primarily engaged in services involving the care, preparation or disposition of human dead other than in a cemetery. Does not include crematoriums.

Garage or Yard Sale. A sale conducted from any location on the premises of a residence in any kind of residential zone for the purpose of permitting occupants of that residence to dispose of their personal property accumulated during the course of ordinary residential living to sell the same to the public.

Government Buildings. Facilities providing administrative or public services, including public safety and emergency services, with incidental storage, training, and maintenance facilities. Review of such uses will be dependent upon the government agency and the proposed use. If an agency owns the

land and the use is for the purpose of that agency, the City may not have review oversight. This use includes publicly-owned and operated surface parking lots and parking structures offering parking to the public with or without a fee.

Hazardous Waste Management Facilities. A facility, excluding vehicles, for collection, source separation, storage, processing, treatment, recovery or disposal of hazardous wastes, or a transfer station for hazardous waste, and may include a facility at which such activities occur and where waste has been generated. Storage of hazardous materials include, but are not limited to: bottled gas, chemicals, minerals and ores, petroleum or petroleum-based fuels, and fireworks (Title 22, Division 4.5, Chapter 10).

Heliport. Helicopter landing area used, designed or intended to be used for the receiving or discharging of passengers and cargo and including appurtenant facilities for passengers, cargo, or for the servicing, repair, shelter or storage of helicopters.

Home Occupations. Any accessory use conducted entirely within a dwelling, accessory building or swimming pool, and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof or adversely affect the uses permitted in the residential zone of which it is part (see Section 17.84.200, Home Occupations and Cottage Food Operations).

Hookah Lounge. Any facility or location whose business operation includes the smoking of tobacco or other substances through one or more pipes (commonly known as a hookah, waterpipe, shisha, or narghile) designed with a tube passing through an urn of water that cools the smoke down as it is drawn through it.

Hospitals and Clinics.

Hospital. A facility providing medical, surgical, mental health, or services primarily on an in-patient basis, and including ancillary facilities for outpatient and emergency treatment, diagnostic services, training, research, administration, and services to patients, employees, or visitors.

Skilled Nursing Facility. A range of facility types that provides bed care on a chronic basis or convalescent care for persons who by reason of illness, physical infirmity, or age are unable to properly care for themselves for a period of time. A patient's stay at a skilled nursing facility is usually temporary in nature and is focused on rehabilitation that is intended to prepare the resident to return to their independent living. Extended care provides for the prolonged care of individuals who require custodial or nursing care. Assisted living services typically provide assistance with bathing, dressing, grooming, medications, and meal preparation in a setting that is, by design, residential in nature and is intended not to be temporary.

Clinic. A facility providing medical, mental health, or surgical services for sick or injured persons exclusively on an out-patient basis, including emergency treatment, urgent care, cosmetic, diagnostic services, administration, and related services to patients who are not lodged overnight. Services may be provided without a prior appointment. Treatment is typically provided by more than two licensed physicians and their professional associates. May include the provision of medical testing and analysis services as an ancillary use. This classification includes licensed facilities offering substance abuse treatment, blood banks,

plasma, dialysis centers, and emergency medical services. It does not include private medical and dental offices that typically require appointments and are usually smaller scale.

Industrial, Heavy. Establishments engaged in the manufacturing of non-edible products that include processing, manufacturing, or compounding of materials, or energy, or any industrial activities that, due to the scale or method of operation, regularly produce noise, heat, glare, dust, smoke, fumes, odors, vibration, or other external impacts detectable beyond the lot lines of the property. Includes the use of raw materials to fabricate semi-finished products including metal fabricating facilities, open welding shops, lumber woodworking (milling) facilities, heavy machine shops, chemical storage and distributing, industrial fabrication facilities, concrete product manufacturing activities, and aggregate or asphalt yards. Includes structures outside of the primary structure such as cranes, conveyor systems, cooling towers or open-air storage of large quantities of raw, semi-refined, or finished products. Heavy industrial uses may regularly employ hazardous material or procedures or produce hazardous by-products, include outdoor storage areas, and may have activities that take place outdoors. There is no general public access.

Industrial, Light. Establishments engaged in the manufacturing of non-edible products and finished parts primarily from previously-prepared materials by means of physical assembly or reshaping. This classification includes uses where retail sales are clearly incidental to an industrial or manufacturing use. Production takes place primarily within enclosed buildings with limited impacts on nearby properties. Any heat, glare, dust, smoke, fumes, odors, or vibration are confined to the building. These uses typically have more employees per acre than other industrial uses and are more consumer-oriented. May include a showroom or ancillary sales of products related to the items manufactured on-site. Often includes buildings that are smaller scale, under 50,000 square feet, or in multi-tenant type configurations, with office and production area combined. Uses typically use vans and light duty box trucks rather than semi-trucks. Examples include the manufacturing of personal care and home care products, cosmetics, printing, engraving, publishing, clothes and shoes, furniture, art ware and crafts, consumer electronics, and sign manufacture shops. Limited outdoor processing and storage of materials may require a permit in some zones.

Industrial, Medium. Establishments engaged in the manufacturing of non-edible products that are larger in scale and size than light industrial uses and involve the manufacturing of products from processed or unprocessed raw materials, where the finished product is non-combustible and non-explosive. On-site manufacturing may produce noise, vibrations, illumination, or particulate that is perceptible to adjacent land uses, but is not offensive or obnoxious. May involve inter-plant transfers. Uses are typically accessed by semi-trailer truck, tractor-trailer truck (18-wheeler, fifth-wheel, box-trailer) and include truck bays to accommodate semi-truck trips.

Examples include but are not limited to research, development, and manufacturing of finished or semi-finished products; the packaging of products manufactured on site; glass production made from manufactured glass, clay and pottery products; wood truss assembly; computer hardware; products made from rubber, plastic, resin; converted paper and cardboard products; fabricated metal products made from semi-finished metals. Limited outdoor processing and storage of materials may require a permit in some zones.

Laundry and Dry-Cleaning Plants. A facility engaged in the cleaning of fabrics in an essentially non-aqueous solvent by means of one or more washes in solvent and extraction of excess solvent. Does not include drop-off and pick-up for dry cleaners.

Light Fleet Based Services. Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three or more vehicles with rated capacities less than 10,000 lbs. This classification includes parking, dispatching, and offices for taxi cab, and limousine operations, ambulance services, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses.

Live/Work. A unit that combines a work space for commercial activities and incidental residential occupancy occupied and used by a single household in a structure that has been constructed or converted for such use and modified to accommodate residential and non-residential occupancies in compliance with the Building Code.

Lodging. An establishment providing overnight lodging to transient patrons.

Bed and Breakfast. A residential structure that is in residential use by the property owner or manager and within which bedrooms are rented for overnight lodging and where meals may be provided.

Boarding House. A dwelling unit, other than a hotel, bed and breakfast, or condominium hotel, used in whole or in part to provide short-term or long-term lodging for compensation under multiple separate written or oral agreements. Also known as Rooming House.

Hotel and Motel. An establishment providing temporary lodging to transient patrons. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This use classification includes motor lodges, motels, apartment hotels, and tourist courts.

RV Park Resort. A form of lodging designed to accommodate travelers with recreational vehicles for short-term overnight vacation stays, on a nightly or weekly basis, in allotted spaces, or for occupancy by tents or other movable temporary sleeping quarters. RV Park resorts are self-contained and provide amenities to the clients, including, but not limited to, barbecue areas, bathhouses, exercise equipment, tennis courts, gift store, laundry, and swimming pool.

Short-Term Rental. Rental of a dwelling unit for 30 or fewer consecutive days. Provides a room or rooms in a private home. A permanent resident must reside at the property and be present in the home during the time of the homestay.

Low Barrier Navigation Center. A housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter and housing. (See California Government Code Section 65660.)

Maintenance and Repair Services. Establishments engaged in the maintenance or repair of small office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of vehicles or boats (see Automotive Sales and Services) and personal apparel (See Personal Services).

Manufactured Home Park. As defined in Section 18214 of the California Health and Safety Code, means a mobile home development constructed according to the requirements of Part 2.1 (commencing with Section 18200) of Division 13 of the California Health and Safety Code, and intended for use and sale as a mobile home condominium or cooperative park, or as a mobile home planned unit development.

Mobile Vendor. A self-contained truck or trailer or non-motorized push cart that is readily movable without disassembling, and is used to sell merchandise, prepare and serve food and beverages, or provide other services that requires a permit as provided for in Article 10.20.040 of the Municipal Code.

Multi-Unit Dwelling. Three or more attached units on a single lot. Accommodates a broad range of attached multi-unit housing types including triplex, townhouses, and stacked apartments or condominiums. Units may be contained in single structures or in a collection of cohesive structures with common open spaces and amenities.

Office Uses. Offices of firms or organizations providing professional, executive, management, administrative or design services. This classification also includes offices where medical and dental services are provided by physicians, dentists, chiropractors, acupuncturists, optometrists, including medical/dental laboratories within medical office buildings, but excludes clinics or independent research laboratory facilities.

Business, Professional, and Technology. Offices of private firms or organizations or public or quasi-public organizations that are primarily used for the provision of professional, executive, management or administrative services. Typical uses include administrative offices, tax preparation, legal offices, graphic design, legal, accounting, engineering or architectural firms, employment agencies, insurance agent offices, real estate offices, travel agencies, utility company offices, and offices for elected officials. Excludes banks and savings and loan associations (see Banks and Financial Institutions) and any drive-up service.

Medical and Dental Offices. Uses primarily engaged in the provision of personal health services including consultation, diagnosis, therapeutic, preventative, or corrective personal treatment by physicians, dentists, nurses, chiropractors, optometrists, counselors, and other health personnel, including practitioners of medical and/or healing arts as licensed for such practice by the State. Provides for treatment by up to two licensed physicians, dentists, and their professional associates. Excludes clinics or independent research laboratory facilities and hospitals (see Hospitals and Clinics).

Outdoor Sales, Temporary and Seasonal. The sale or offering for sale to the general public of merchandise outside of a permanent structure on property owned or leased by the person, firm, or corporation. These sales are of a limited duration and conducted on an occasional basis, and are secondary or incidental to the principal permitted use or structure existing on the property.

Park and Recreation Facility, Public. Parks, playgrounds, recreation facilities, trails, wildlife preserves, and related open spaces, all of which are noncommercial. This classification also includes playing fields, courts, gymnasiums, swimming pools, picnic facilities, tennis courts, and golf courses, botanical gardens, as well as related food concessions or community centers within the facilities.

Parking Facilities. Privately owned or operated surface lots and structures offering parking to the public with or without a fee. Commercial parking facilities provide parking that is not considered accessory parking to a specific use. Does not include truck storage or car rental storage.

Personal Services.

Dry Cleaner/Self Service Laundry. A facility where coin-operated equipment for self-service laundering is open to the public. May include dry cleaning drop-off/pick-up. Excludes dry cleaning facilities and bulk cleaning plants.

General Personal Services. Services of a personal nature that are typically needed on a recurring basis. Services include but are not limited to barbershops and beauty salons, nail salons, personal trainers, day spas, clothing rental, seamstresses, tailors, dry cleaning drop-off/pick-up (excluding cleaning plants), shoe repair shops, photocopying, and photo finishing services. These uses also may include accessory retail sales of products related to the services provided.

Instructional Services. An establishment that offers specialized programs in personal growth and development such as music, martial arts, photography, vocal, fitness, yoga, dancing, and academic tutoring. Attendance is typically limited to hourly classes rather than full-day instruction. These establishments do not grant diplomas or degrees, though instruction could provide credits for diplomas or degrees granted by other institutions. Retail sales are permitted as an accessory use.

Massage Establishments. Any establishment having in whole or in part, a fixed place of business where individuals engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, massages, baths, health treatments involving massages or baths as a primary or secondary function, provided that “massage establishment” does not include establishments where massage is administered in conjunction with the practice of a medical doctor, chiropractor, acupuncturist, physical therapist, or nurse.

Tattoo/Body Modification Parlor. An establishment whose principal business activity is one or more of the following: 1) using ink or other substances that result in the permanent coloration of the skin through the use of needles or other instruments designed to contact or puncture the skin; or 2) piercing of the body of a person for the purpose of inserting jewelry or other decoration.

Public Services, Major. Services for the public that include water treatment facility, wastewater treatment facility, corporation yard, and other services that provide major public infrastructure services for urban development.

Public Services, Minor. Facilities necessary to support established uses involving only minor structures, such as substations, pumping stations, electrical distribution lines, and underground water and sewer lines.

Recreation, Fitness and Entertainment.

Cinema/Theater. An establishment intended to be used for the specific purposes of presenting or displaying motion pictures, slides, or television pictures before an assemblage of persons.

Indoor Entertainment Facility. Indoor entertainment establishments that occupy less than 5,000 square feet of building area, including include billiard parlors, axe throwing, game arcades, pool halls, and amusement arcades. Does not include Cinema/Theater.

Indoor Sports and Recreation, Large-Scale. Facilities with more than 5,000 square feet in building area providing participant sports, indoor amusement and entertainment services conducted within an enclosed building. Includes coin-operated electronic amusement centers, ice or roller skating rinks, bowling alleys, indoor shooting ranges. Does not include Cinema/Theater.

Indoor Sports and Recreation, Small-Scale. Facilities that are generally located indoors and occupy less than 5,000 square feet of building area. Includes gyms, exercise clubs, and studios offering martial arts, physical exercise, yoga training, or similar types of instruction to classes and groups.

Outdoor Sports and Recreation Facility. Amusement or sports related facilities that are conducted in open or partially enclosed or screened facilities. Facilities such as amusement and theme parks, amphitheaters, golf courses, driving ranges, and golf courses. Also includes larger swimming or tennis club facilities, swimming or wave pools, miniature golf courses, archery range.

Recycling Facilities.

Collection. A drop-off/collection and sorting point for recyclable materials such as paper, metal, plastic, and glass. A Recycling Collection Facility is accessory to a primary use.

Processing. An industrial facility where recycled materials are processed into new materials or products.

Reverse Vending Machine. An automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to, aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. A bulk reverse vending machine is a type of reverse vending machine that is larger than 50 square feet; is designed to accept more than one container at a time; and will pay by weight instead of by container.

Research and Development. A facility for the scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, pharmaceutical, chemical, biotechnology, and life science components and products in advance of product manufacturing. This classification includes assembly of related products from parts produced off site, where the manufacturing activity is secondary to the research and development activities, in addition to involving the production of experimental products. Excludes uses that produce odor, dust, noise, bright lights, vibration or the storage of hazardous material, including biohazards, that threaten public safety.

Residential Care Facilities. A facility licensed by the State of California to provide living accommodations, 24-hour care for persons requiring personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are group homes or shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions.

Small. A facility that is licensed by the state of California to provide care for six or fewer persons. A Residential Care Facility, Small is considered a single-unit residential use.

Large. A facility that is licensed by the state of California to provide care for more than six persons. This category includes transitional residential, foster family homes and any facilities supervised by or under contract with the State Department of Corrections.

Retail.

Artisan Shop. A retail store selling art glass, ceramics, jewelry and other handcrafted items and supplies needed to create finished items, where the facility includes an area for the crafting of the items sold.

Convenience/Small Grocery Market. A small retail establishment (up to 10,000 square feet) that sells a range of everyday items, such as coffee, groceries, prepackaged food items, magazines, newspapers, and other household goods. The market may include a delicatessen or specialty food items and may cater to neighborhood or local clients, or may be operated on the same parcel in conjunction with another use. Also known as a corner store or bodega. Liquor sales are considered separate from the market.

Firearm Sales and Servicing. A business whose primary use is the sale and servicing of firearms, ammunition, and related materials.

General Retail Sales. The retail sale or rental of merchandise not specifically listed under another use classification. This classification includes retail establishments with 60,000 square feet or less of sales area; including bakeries, clothing stores, drug and discount stores, florists, gift shops, household stores, furniture stores, pharmacies, small hardware and garden supply/nurseries stores, sports stores, stationary and variety stores, and businesses retailing goods including, but not limited to, the following: art supplies, dry goods, toys, hobby materials, handcrafted items, jewelry, cameras, pet supplies, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, musical instruments, electronic equipment, sporting and camping equipment, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, video rental, new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with accessory indoor repair services.

Grocery Store. An establishment between 5,000 and 60,000 square feet of sales area, primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

Large Format Retail Sales. Retail establishments with over 60,000 square feet of sales area that sell merchandise and bulk goods for individual consumption, including department stores and membership warehouse clubs, where sales of grocery items do not occupy more than 25 percent of the floor area. Retail sales may be combined with accessory indoor repair services.

Liquor Sales as Primary Use. Establishments primarily engaged in selling packaged alcoholic beverages for off-site consumption.

Liquor Sales as Accessory Use, Small. Establishments up to 5,000 gross square feet in size where liquor sales represent no more than 20 percent of the total inventory sold.

Liquor Sales as Accessory Use, Large. Establishments greater than 5,000 gross square feet in size where liquor sales represent no more than 20 percent of the inventory sold.

Nursery and Garden Center. Establishments primarily engaged in retailing nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod that are predominantly grown elsewhere. Fertilizer and soil products are stored and sold in packaged form only.

Residential Limited Retail. Small neighborhood-oriented retail establishments in residential districts. Limited uses provide convenient, walkable access to convenience and/or specialty goods and services. Appropriate uses include the following: counter-service cafes and coffee shops; delicatessens; bakeries; flower shops; and bike shops and bike repair services.

Pawn Shop. Establishments engaged in the buying, selling, trading, accepting for auctioning, or auctioning of new or secondhand merchandise and offering loans in exchange for personal property.

Secondhand/Consignment Store. A store where secondhand goods are for sale or goods are placed on consignment, which is the act of placing goods in the hands of another, while still retaining ownership, until the goods are sold. Unlike a pawn shop, secondhand/consignment stores do not offer loans in exchange for personal property.

Smoke Shop. Smoke shop shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia. Smoke shop includes tobacco stores and vape shops. Any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale is not considered a smoke shop.

Roadside Stand. A temporary structure designed or used for the display or sale of agricultural products.

Salvage and Wrecking Yard. Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used shipping containers or steel drums, used tires, and similar related articles or property.

SB 9 Project. See Section 17.84.360, Two-Unit Projects.

School. A facility for primary or secondary education, including public schools, charter schools, and private and parochial schools having curricula comparable to that required in the public schools of the State of California.

Single-Family. A dwelling unit that is designed for occupancy by one household with private yards on all sides, and located on a separate lot from any other units (except an accessory dwelling unit) This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code.

Detached. A single-unit dwelling, on a single lot, within which all rooms are internally accessible and that is not attached to any other primary dwelling unit.

Attached. A dwelling unit that is designed for occupancy by one household located on a single parcel that does not contain any other unit (except an accessory dwelling unit) and is attached through common vertical walls to one other dwelling on an abutting parcel (also referred to as a half-plex).

Single-Room Occupancy. A residential facility where living accommodations are individual secure rooms, with or without separate kitchen or bathroom facilities for each room, rented to one- or two-person households on a weekly or monthly basis. This use classification is distinct from a Hotel or Motel, which is a commercial use.

Small Lot Subdivision. A residential subdivision in which there are attached or detached residential units, each owned fee-simple and located on lots less than the minimum lot size and less than the minimum lot dimensions otherwise established for the underlying residential zones. Single family, duplex and multi-unit building types may be permitted within a small lot subdivision subject to Section 17.56.040, Small Lot Subdivision Design Standards. Configurations for small lot subdivisions may include but are not limited to cluster housing, cottage courts, drive courts, and townhouses/rowhouses. A maintenance agreement or homeowners association may govern common areas like driveways or open space. Reduced interior setbacks are typical.

Social Service Centers/Daytime Service Facility. Facilities providing a variety of supportive services for disabled and homeless individuals and other targeted groups on a less-than-24-hour basis. Examples of services provided are counseling, meal programs, personal storage lockers, showers, instructional programs, television rooms, and meeting spaces. This classification is distinguished from licensed day care centers (See Day Care Center), clinics (see Clinic), and emergency shelters providing 24-hour or overnight care (See Emergency Shelter).

Storage Yard. The use of land to store material, equipment, or vehicles as an accessory to a primary use. The primary use must have an active business license within the City of Woodland. Does not include freight or truck trailer storage or impound lots.

Supportive Housing. Dwelling units with no limit on length of stay that are occupied by the target population as defined in subdivision (d) of Section 53260 of the California Health and Safety Code or individuals eligible for services provided pursuant to the Lanterman Development Disabilities Act (Division 45 of the Welfare and Institutions Code), and that are linked to onsite or offsite services that assist supportive housing residents in retaining the housing, improving their health status, and maximizing their ability to live and, where possible, work in the community and where no onsite medical care is provided. Supportive housing as defined by Subdivision (b) of Section 50675.14 may be provided in a multiple-unit structure or group residential facility. Facilities may operate as licensed or unlicensed facilities subject to applicable State requirements.

Temporary Tract Office. A temporary sales office located on the site of a new development, usually in a model home, and operated until sales are completed.

Transitional Housing. Dwelling units configured as rental housing but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time, that shall be not less than six months from the beginning of assistance. Transitional housing may be designated for homeless or recently homeless individuals or families transitioning to permanent housing as defined in subdivision (h) of Section 50675.2 of the California Health and Safety Code. Facilities may be linked to onsite or offsite supportive services designed to help residents gain skills needed to live independently. Transitional housing may be provided in a variety of rental housing types (e.g., multiple-unit dwelling, single-room occupancy, group residential, single unit dwelling). This classification includes domestic violence shelters.

Swap Market/Flea Market. An indoor or outdoor place, in an approved location, or for an approved activity where new or used goods or secondhand personal property is offered for sale or to exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces. The term Swap Meet or Flea Market is interchangeable with auctions, open-air markets, or

other similarly labeled activities, but the term does not include supermarket or department store retail operations.

Transportation Passenger Facility. A facility for passenger transportation operations, including transit bus stops and bus terminals.

Vehicle Impound and Tow Yard. A lot, tow-yard, or in an interior space for the holding of equipment or vehicles legally impounded until they are placed back in control of the owner, recycled for their metal, stripped of their parts at a wrecking yard, or auctioned off for the benefit of the impounding agency. The impounding agency can be a police department/agency.

Warehousing, Storage, Logistics and Distribution. Storage and distribution facilities without sales to the public on-site or direct public access except for public storage in small individual space exclusively and directly accessible to a specific tenant.

Chemical or Mineral Storage. Storage of hazardous materials including, but not limited to bottled gas, chemicals, minerals and ores, petroleum or petroleum based fuels, and fireworks.

Indoor Warehousing and Storage. The receiving, storing and distribution of goods. Includes maintaining inventory and providing safekeeping for a product before sale, resale or use. A building where goods or raw materials are stored. Includes unloading, receiving, and checking inbound goods. Includes storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies. This use normally operates from a warehouse of office having little or no display of merchandise and is not designed to solicit walk-in-traffic. This classification does not include wholesale sale of building materials (see Building Material Sales and Services).

Logistics and Distribution. Includes the inbound and outbound flow of goods with a focus on freight-related transportation services that concentrate logistics and transportation activities. Logistics centers participate in all activities linked to the supply chain. Fulfillment and distribution centers that may serve designated by companies to store products, prepare orders, and distribute products. May be a transfer center, distribution center or process distribution center. Typically larger in size, with specialized handling equipment, loading and docks.

Personal Storage Facility. A storage facility that is characterized by individual separate spaces accessible by customers for the storing and retrieval of personal effects and household goods. This classification excludes workshops, warehousing, manufacturing, retail or wholesale selling, office or other business services with the spaces and human habitation.

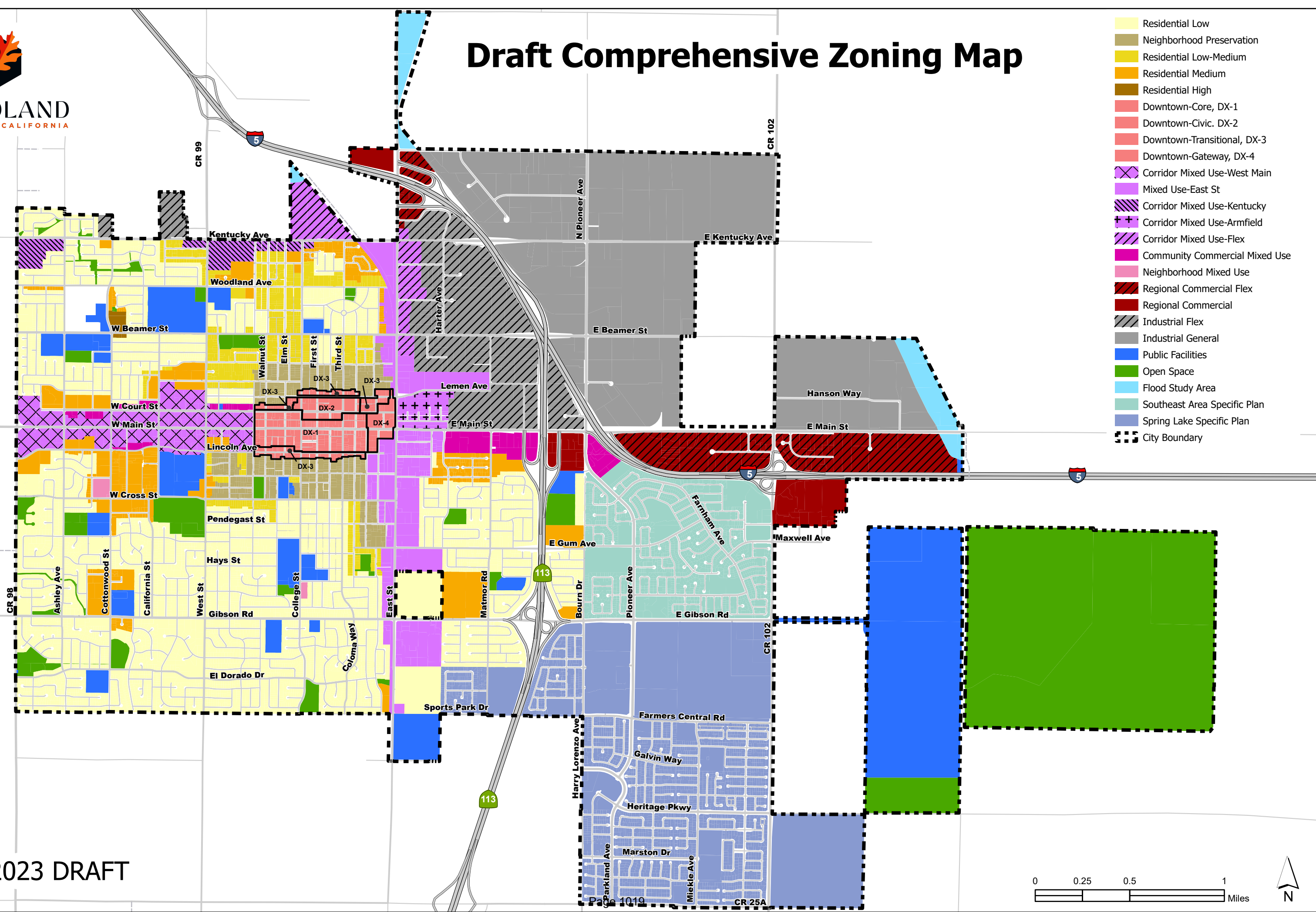
Personal Storage Warehouse Facility. The indoor storage of large boats, RVs, and other large objects for customers for storage and retrieval. The items may be moved about within the facility by the business operator with goods and vehicles possibly arranged in racks for storage. This classification excludes workshops, commercial warehousing, manufacturing, retail or wholesale selling, office or other business services with the spaces and human habitation.

Wholesale Nursery and Garden Center. An establishment primarily engaged in the wholesale of nursery and garden products such as trees, shrubs, plants, seeds, bulbs, and sod that are predominantly grown elsewhere. Fertilizer and soil products are stored and sold in packaged form only.

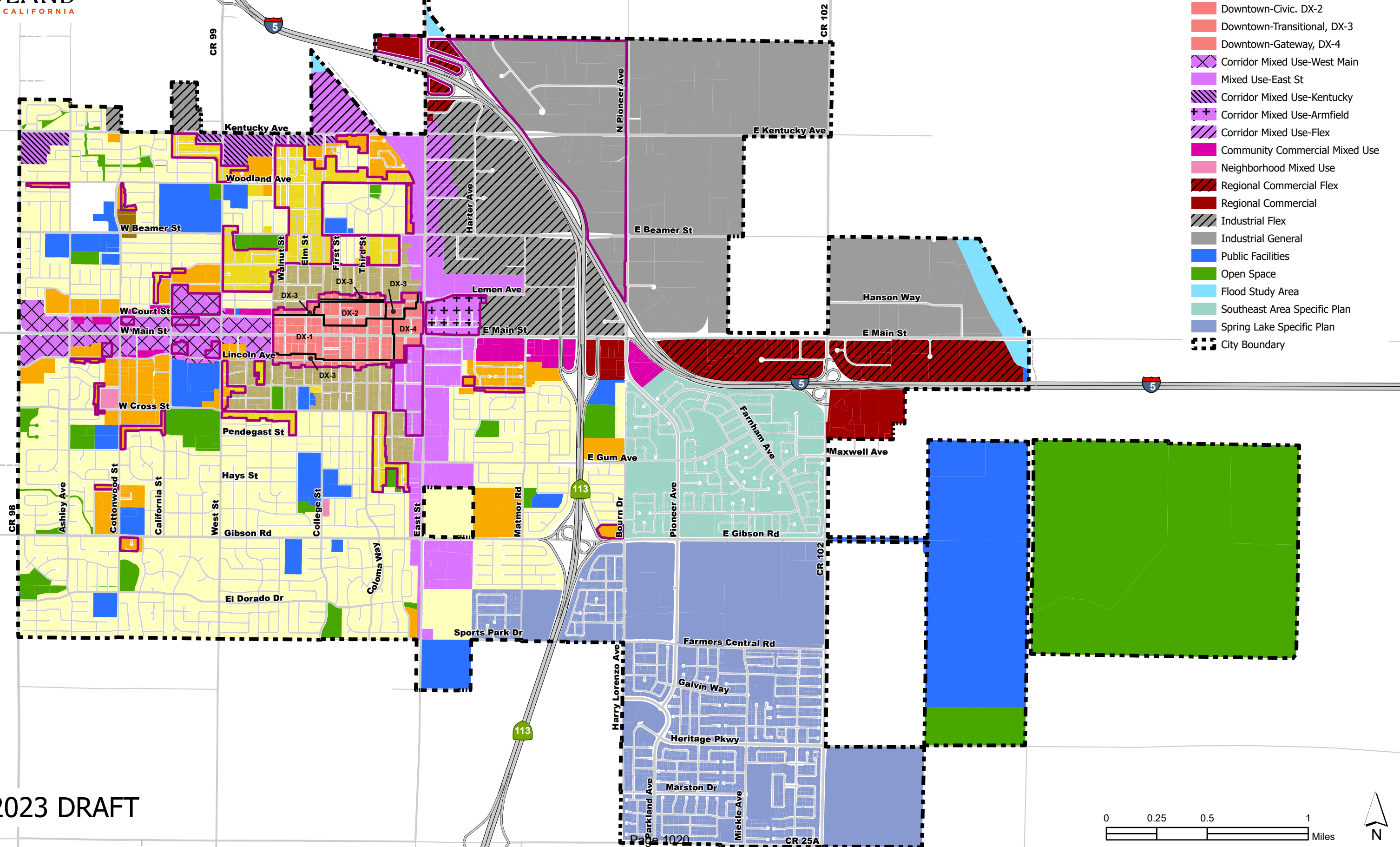
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Draft Comprehensive Zoning Map

- Residential Low
- Neighborhood Preservation
- Residential Low-Medium
- Residential Medium
- Residential High
- Downtown-Core, DX-1
- Downtown-Civic, DX-2
- Downtown-Transitional, DX-3
- Downtown-Gateway, DX-4
- Corridor Mixed Use-West Main
- Mixed Use-East St
- Corridor Mixed Use-Kentucky
- Corridor Mixed Use-Armfield
- Corridor Mixed Use-Flex
- Community Commercial Mixed Use
- Neighborhood Mixed Use
- Regional Commercial Flex
- Regional Commercial
- Industrial Flex
- Industrial General
- Public Facilities
- Open Space
- Flood Study Area
- Southeast Area Specific Plan
- Spring Lake Specific Plan
- City Boundary

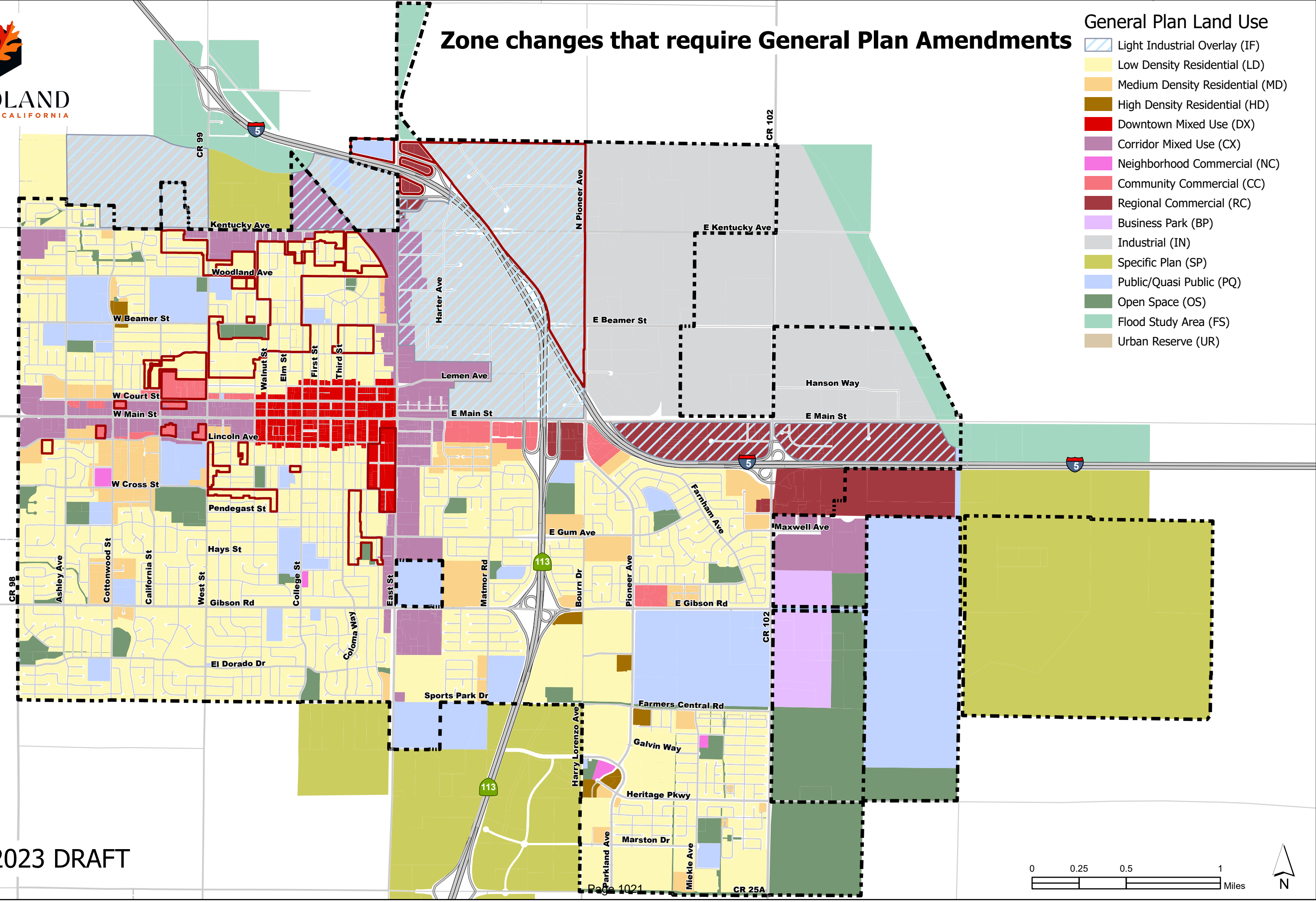


Identified Areas of Change on the Draft Comprehensive Zoning Map



Zone changes that require General Plan Amendments

- ## General Plan Land Use
- Light Industrial Overlay (IF)
 - Low Density Residential (LD)
 - Medium Density Residential (MD)
 - High Density Residential (HD)
 - Downtown Mixed Use (DX)
 - Corridor Mixed Use (CX)
 - Neighborhood Commercial (NC)
 - Community Commercial (CC)
 - Regional Commercial (RC)
 - Business Park (BP)
 - Industrial (IN)
 - Specific Plan (SP)
 - Public/Quasi Public (PQ)
 - Open Space (OS)
 - Flood Study Area (FS)
 - Urban Reserve (UR)



Current Zoning Changes vs. Proposed Zoning

Zoning

- SINGLE FAMILY RESIDENTIAL (R-1)
- DUPLEX RESIDENTIAL (R-2)
- MUTI FAMILY (R-M)
- HIGH DENSITY RESIDENTIAL (R-HD)
- NEIGHBORHOOD PRESERVATION (R-2/NP)
- DOWNTOWN MIXED USE
- CORRIDOR MIXED USE - EAST ST
- CORRIDOR MIXED USE - KENTUCKY AVE
- CORRIDOR MIXED USE - WEST MAIN
- NEIGHBORHOOD COMMERCIAL
- GENERAL COMMERCIAL
- COMMUNITY COMMERCIAL
- REGIONAL COMMERCIAL
- SPRING LAKE SPECIFIC PLAN
- SOUTHEAST AREA SPECIFIC PLAN
- INDUSTRIAL
- FLOOD STUDY AREA
- OPEN SPACE ZONE
- LIGHT INDUSTRIAL FLEX OVERLAY

