



Special Meeting-Ad Hoc Sewer Rate Committee Meeting

January 14, 2020
Willows City Hall
5:30 p.m.

City Council
Kerri Warren, Mayor
Larry Domenighini, Vice Mayor
RaeAnn Titus, Community Member
Forest Sprague, Community Member

Interim City Manager
Wayne Peabody

City Clerk
Tara Rustenhoven

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

Agenda

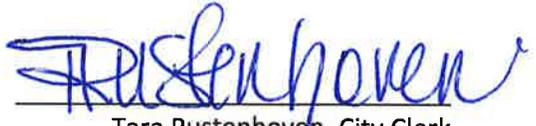
1. **CALL TO ORDER- 5:30 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT/WRITTEN COMMUNICATIONS**

Public Comments:

This agenda has been prepared and posted at least 24 hours prior to the special meeting of the City Council. In accordance with the Ralph M. Brown Act public comment is limited to only those items appearing on the agenda. The public may be heard on an item before or during the consideration of any agenda item to be considered by the Council, subject to reasonable time limitations for each speaker. Agenda items are numbered for identification purposes only and will not necessarily be considered in the indicated order.

5. **REVIEW OF MR. SPRAGUE'S QUESTIONS DATED DECEMBER 12, 2019**
6. **DISCUSSION OF STEPS TO PROCEED**
7. **ADJOURNMENT**

This agenda was posted on January 10, 2020


Tara Rustenhoven, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider

Property Owners Opposed to Unfair Taxes

December 12, 2019

City of Willows
201 North Lassen
Willows, CA 95988

Attn: Wayne Peabody
Tim Sailsbery

RE: Questions you requested

Dear Wayne and Tim,

First, I'm pleased to have been appointed to the Sewer Rate Ad Hoc Committee. I look forward to more discussions regarding this matter and hope our meetings will produce equitable solutions to the sewer funding problems facing city staff and the City Council. Moreover, I expect staff's candor will reduce public suspicions of the recent attempt to raise sewer rates.

You have asked that I provide a list of common questions pertaining to the most recent proposed sewer rate increase so that staff can do some research. Preceding each is a description of the *public perception* that prompts the question. They are lengthy comments, I admit. But they are necessary so everyone can fully comprehend the reasons behind the public's distrust of our city government that this rate increase process has generated. We all know that perception soon becomes reality if it is not honestly and adequately addressed.

First, let me recap the significant points that were discussed during our first meeting. Please correct any misunderstandings that I might have taken away from those discussions.

1. The current budget to maintain the city sewer system and the treatment plant is "upside down" by at least \$175,000 per year, not including any capital improvement expenses;
2. The sewer rate structure should be, but it is not currently, self-sustaining. Therefore, the present rate structure is "not acceptable" to the City Council;
3. The present rates have not been increased since 2008, (twice as long as recommended by experts) but there has not been the "political will" to make any rate adjustments until recently;
4. The current sewer rate structure was created before Proposition 218 was passed by the voters. So contrary to public opinion, City staff does not believe an Engineer's Report supporting the proposed rate increase is legally mandated;
5. The law exempts "public safety" services from many of the Proposition 218 requirements that are currently questioned by the public. Sewer service is one of the legal exemptions;

Until all of these questions and requests are answered with supporting and factual information, the City should delay any further efforts to raise the sewer fees.

Upon review of the December 10, 2019 City Council Meeting agenda, I see that three important items were adopted. We agree with the idea of cancelling the contract with the company currently operating the treatment plant, we think evaluating the cost of in-house operation of the plant is needed, and believe that creating another RFP for a new operator is a good idea. These are good steps toward determining an equitable, ethical *and a truly justified sewer rate increase.*

However, we cringe at the associated cost of each task. The cost for an analysis of in-house operation for the treatment plant for \$11,396, and another \$6,560 to craft a new Request for Proposals for contracted services seem excessive.

We believe that the cost comparison and the RFP must have already been composed by someone in the past. It seems more economical to update and edit those documents as needed. It concerns us that this is somewhat typical of the City's budgetary management.

Thank you in advance for providing answers and the requested information well in advance of our next meeting, to which I look forward.

Sincerely,



FORREST J. SPRAGUE

C: City Council Members
RaeAnn Titus

6. The present Sewer Rate Study might be valid only until February 2020, so it may need to be updated. However, the Study could still be adequate if the questionable expenditures within its budget were better clarified and supported with factual data;
7. The City does not own the malfunctioning solar system intended to reduce the utility costs at the treatment plant. The problems with the solar system are being looked into and the City Attorney will meet soon with the system's owners/providers to discuss possible solutions;
8. The four city employees who maintain the in-town sewer system and lift pumps are also "general service employees." In that capacity, they can also perform general-fund supported activities while not working on the sewer system. They might work on weekends, and are "on-call" for sewer related problems. Efforts are being made to reduce their overtime costs;
9. The management company for the treatment plant provides three additional full-time, state-certified employees to operate and maintain the plant. Therefore, the management company fully indemnifies the City and assumes all the liability for penalties and remedial costs resulting from any contaminating incidents that might occur;
10. When asked why \$77,234 for General Administration in the sewer budget was transferred to the City's General Fund, we were told this amount it was justified by a nexus study and approved by the City Council. Further, we were told that this figure is the "proportionate" share, apparently of the City's entire administrative costs ;
11. A study comparing the cost of hiring "in-house employees" to the "contract services expense" of \$654,000 concluded that making a change *would not* be cost effective. Another concern is that the City's financial liability resulting from any contaminating incidents could substantially increase if city employees were operating the treatment facility;
12. The City will soon be circulating a Request for Proposals for the City Council to consider replacing the management company currently operating the sewer treatment plant;
13. In addition to reducing the management costs for the treatment plant, staff is considering other ways to reduce the costs of the "day-to-day operations" of the city sewer system;
14. The City has already obligated around \$600,000 of its sewer Capital Improvement Fund for improvements that will benefit the Basin Street Project located at the south of town. However, we were not told how or if all of the front-loaded expenses taken from the Capital Improvement Fund will be recaptured in the future;
15. Through a public information request, we have learned that the City DOES NOT pay sewer fees on city owned property. Public records show the City owns no less than 31 parcels; and
16. The Sewer Ad Hoc Committee was not formed to provide the City Council with any recommendations. Instead, the Committee was charged with determining a sewer rate increase that might become acceptable to ratepayers.

While the above list sheds some light on many of the questions surrounding the sewer rate increase, the public still has complaints and concerns.

FIRST PERCEPTION: The sewer rate increase process appears illegitimate and set up for its failure from the very beginning. Moreover, many people feel that the City Council and staff ambushed them for the following reasons:

PERCEPTION: Mailing the Notice by bulk mail was the first indication that the public should be suspicious of the City's process to impose the sewer rate increase. Because bulk mail is processed on a "time available" basis, delivery can take up to 6 more days than first class. Moreover, the post office will not forward bulk mail to a new address or return it to the sender if the mailing address is incorrect.

The **purposely undated** Notice for the sewer rate increase was mailed from a Chico post office. This delayed the letter by at least a week. The Willows post office could have held the Notice for another week before it was received by rate payers. This tactic explains why many have complained that they did not receive the Notice until mid May.

Also, bulk mail is never forwarded. This means that at least 40 Willows landowners with a Paradise mailing address did not receive the Notice at all. Neither did the landowners who may have changed their mailing address but did not inform the County Tax Assessor.

The City would not provide us a copy of its mailing list in time, so we used the parcel-owners mailing list from the County Assessor. In addition to those from Paradise, 71 of our letters sent to Willows sewer rate payers were not delivered because of erroneous mailing addresses. Therefore, these 71 rate payers were also denied their lawful right to protest the sewer fee increase.

Whether our respective mailing lists are identical is immaterial. The overarching issue was confirmed during my conversations with staff from other counties, cities, and agencies responsible for sending public notices for various types of fee/rate increases. Without exception, they concur that it is much more ethical and proper to send public notices of "time sensitive" events by first class mail. They agree *that it is highly irregular* to send these types of notices by bulk mail for several reasons:

First, everyone knows that bulk mail is typically ignored or even tossed away without the recipient first reading what is inside the envelope. Considering the Notice was time-sensitive and important, fair-minded employees understand that notices of such significance should **always** be sent by first class. Moreover, the envelopes for this type of notice will generally have words printed in capital letters like "NOTICE OF FEE INCREASE."

Second, notices announcing tax assessments and rate increases are routinely sent first class so they are either forwarded to the new address of the recipient or returned to the sender.

Then third, if the notice is returned, the agency staff knows to deduct the number of returned notices from the total mailed so the threshold for the percentage of protests necessary to stop the rate increase can be adjusted accordingly.

Given its nature, the notice of this public hearing had to be considered by City staff and the City's consultants as "time sensitive event" and therefore, should have been mailed first class.

QUESTION: Who made the decision to mail the public hearing notices by *bulk mail from Chico* and apart from any cost savings, what was their justification for doing so?

PERCEPTION: The City's Sewer Rate Study rightly says, "If written protests are filed by a majority of the affected parcels, the proposed rate increase **will not** be imposed." (emphasis added)

However, the language in the letter announcing the Notice of a Public Hearing regarding the percentage of protests necessary to defeat the rate increase is clearly misleading. It only says, "The Council **will be subject to reconsideration** of the rate change if a majority of property owners subject to sewer service submit written protests." (emphasis added) The letter is silent about the proposed increase **not being** imposed.

The law seems quite clear on this point:

"The **notice must include** a disclosure statement that the existence of a majority protest...will result in the assessment **not being imposed.**" (Emphasis added)

(c) Each notice shall also include, **in a conspicuous place** thereon...tabulation of the [protest] ballots required pursuant to subdivision (d), **including a disclosure statement that the existence of a majority protest, as defined in subdivision (e), will result in the assessment not being imposed.** (Emphasis added)

(e) **The agency shall not impose an assessment if there is a majority protest.** (Emphasis added)

Moreover, the courts have ruled that such notices containing inaccurate information that misleads or misinforms the public are unlawful under the Elections Code.

Contrary to the law, the Public Hearing Notice did not have the required language in a conspicuous place for the reader to easily observe. Instead, the misleading wording was in the same small font, inserted near the end of the letter, and appeared to be part of the letter's lengthy and hard to read narrative. The letter's wording seemed intended to discourage property owners by conveying the false impression that their protest letter wouldn't matter.

QUESTION: Who crafted the text and who approved the Notice and what was their justification for ignoring the law? Were these people adequately trained and well versed in the applicable laws?

PERCEPTION: The City intentionally ignored Latinos in the Sewer Rate Adjustment Notification letter. I have copies of Public Hearing Notices published by other agencies dealing with their rate changes. Those agencies gave access to their notices in Spanish to the Latino population. I contacted those agencies to ask why.

In accordance with federal regulations and California law, local governments must meet citizen noticing and participation requirements. The law says that where a significant number of limited-English speaking persons can reasonably be expected to participate, the notice must be in the appropriate language(s) and provision must be made for interpreters at the Public Hearing.

Depending upon which demographic study is reviewed, the City of Willows population could be as high as 34.6% Latino. This far exceeds the threshold that requires the City's sewer rate change notice to be made available to limited-English speaking people.

QUESTION: Who made and who approved the decision and what was their justification to disenfranchise a significant segment of the Willows population from the process?

PERCEPTION: These first three items appear to be deliberate efforts to reduce public protests against the proposed rate increase. At least one councilmember feels that these were just accidentally mistakes or simple oversights and that the "intention" cannot be proven. It probably can't be.

However, one fact remains obvious. *All of the errors* advanced the City's perceived intentions and they all were detrimental to the ratepayers' lawful rights. Whatever the cause, the mismanaging of the public notice for the sewer rate increase gave reasons to suspect the validity of all other aspects, as well. For instance:

PERCEPTION: Regarding Operating Expenses, the Sewer Rate Study claims operation and maintenance costs include the day-to-day expenses for providing wastewater disposal to customers. The Rate Study also claims "historic and actual costs" were the sources for the cost assumptions in this analysis including labor, electricity and the like.

But frankly, the Budgeted Costs in the Sewer Rate Study is the impetus behind public skepticism which is exacerbated by the disclaimer written by the Rate Study authors denying any responsibility for the accuracy of the information the City provided to them. If the obvious costs are in doubt then the more obscure costs can't be trusted, either.

The law says and the courts have ruled the Burden of Proof of such expenses is on the City with "clear and convincing evidence." The burden of proof is the obligation of the City to "establish by evidence a requisite degree of belief concerning a fact in the mind of the [public] of the fact."

Generally, the burden of proof requires proof by a "preponderance of the evidence," which means enough proof to convince people of a fact that the existence of a fact is more probable than its nonexistence. In contrast, the "clear and convincing evidence" standard requires the City to produce evidence sufficient to convince people of fact there is a "high probability" the fact exists.

Under the heading of Requirements for Existing, New or Increased Fees and Charges, the law also says that a fee or charge shall not be extended, imposed or increased by any agency unless it meets all of the following requirements:

- (1) Revenues derived from the fee or charge **shall not exceed** the funds required to provide the property related service.
- (2) Revenues derived from the fee or charge **shall not be used** for any purpose other than that for which the fee or charge was imposed.
- (5) **No fee or charge may be imposed** for general governmental services

These provisions prohibit the practice of siphoning sewer fee revenue to supplement a city's general fund, and they forbid the imposition of sewer fee for general governmental services.

However, when asked who received the \$77,234 budgeted for General Administration, the answer was "it is a proportionate amount" that went into the City's General Fund and that decision was justified by a nexus study approved by the City Council. However, administrative oversight for the sewer maintenance fund must be a small portion of the City's total costs for administration, and therefore it seems very *disproportionate*.

REQUEST: Please provide a copy of the Nexus Study and the minutes of the meeting when the City Council approved the action. Please cite a California statute that allows this determination.

PERCEPTION: As you know, in the letter we sent to property owners advising them of the propose sewer rate increase, we pointed out that all city, county, state and federal owned parcels appeared to be exempt from the rate increase.

In his email response to the question, Tim advised us that government owned properties “are treated as other commercial for purposes of billing.” However, Tim’s email also says, “For full disclosure, the City does not bill itself for sewer use.”

Public records confirm that the City owns at least 31 parcels within the sewer assessment area. Again, the law seems clear. Proposition 218 SEC. 4. Titled Procedures and Requirements for All Assessments states:

(a) An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. **Parcels within a district that are owned** or used by any agency, the State of California or the United States **shall not be exempt from assessment** unless the agency can demonstrate by **clear and convincing evidence that such publicly owned parcels** in fact receive no special benefit. (emphasis added)

(I) “Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.

Another portion of the law requires the City to provide a study clearly explaining why certain government-owned parcels are exempt for the sewer fees.

REQUEST: Please provide a study, report or any other facts that support the decision to exempt all city-owned properties from the sewer assessment fees. Please tell us how many years this policy has been practiced. Please include the sewer fee rates that were in place during the periods that city-owned parcels were determined to be exempt.

PERCEPTION: The City’s 2019/2020 budget numbers for providing sewer service within the city include \$14,000 in vehicle fuel, \$20,000 for vehicle maintenance, and \$2,000 for tires. These amounts increase each year for the following five years. Obviously, these totals are either bloated or else the funds are used for other purposes.

In the City’s nearly \$1.5 million dollar budget for Total Operating Costs for the sewer system, \$14,000 for fuel might appear to be an insignificant amount compared to the total. But for those who monitor their own overhead expenses, this cost appears on its face to be unrealistic. If the City is unable to adequately justify the smaller expenses, people certainly wonder if the larger cost estimates can be trusted.

At \$4.00 per gallon, \$14,000 will buy 3,500 gallons of fuel at today’s prices. Assuming a city vehicle gets at least 15 miles per gallon; 3,500 gallons will allow a vehicle to travel for 52,500 miles. That distance is equivalent to driving more than twice around the equator. Put this into a local perspective and you should understand the skepticism.

Including North East Willows, the sewer district has approximately 42 miles of improved streets. The \$14,000 fuel allotment means that a vehicle or combination of vehicles can be driven up and down, north and south, east and west, on every street within the sewer district at least *five times a day, five days a week, for 52 weeks a year.*

If that scenario is accurate, it means that at least one city employee, following the city speed limit, is doing nothing *all day* but driving a vehicle for at least 8 hours, every weekday of the entire year. This too, is truly absurd.

Similarly, a set of four 60,000-mile tires for a half-ton pickup can be purchased and installed for less than \$1,000 per set. Like the fuel consumption, it is improbable that two vehicles used for city sewer maintenance would need all new tires every year. (Unless of course, those tires were on vehicles actually driven like I described above.)

Regarding the vehicle maintenance category, the agenda for a recent budget committee hearing identified \$20,000 for "diesel retrofits" for the vehicles used by the City, supposedly in conjunction with the sewer maintenance activity.

REQUEST: Please provide a list of the type and age of the vehicles used for maintaining the city's sewer system with evidence of the historic costs for fuel and tires for the vehicles.

Also please provide a list of the vehicles slated for diesel retrofits with the cost breakdowns for each, including the rationale supporting the idea and the minutes of the City Council meeting when the proposal was approved.

PERCEPTION: The salaries and benefits for the four city employees who maintain the in-town portion of the sewer system appear excessive. Particularly since the three employees who work at the treatment plant are paid by the management company that receives another \$654,000 per year from the sewer fund.

The City's budget for the sewer fund predicts that starting next year four city employees will split nearly \$184,000 just in wages. The average salary is \$46,000 per person, per year. Just as striking, their benefit package totals another \$52,500 per worker, per year. This means that the *average cost* to ratepayers for these four employees is \$98,500 per year.

The Ad Hoc Committee was told that the four city employees who maintain the in-town sewer system and lift pumps are also "general service employees." In that capacity, they can also perform general-fund supported activities while not working on the sewer system.

QUESTION: Since these four employees also perform other public works tasks, what is the accounting procedure that separates the actual cost of their sewer maintenance duties from their other general service activities?

PRECEPTION: People have been led to think that without the proposed sewer fee increase, replacement of the obsolete sewer lines in several existing city streets cannot be completed for lack of adequate funding. However, the City has obligated \$600,000 from the Capital Improvement Fund to the Basin Street project south of town.

It is not uncommon for cities to use public funds to front-load certain costs of public-use amenities constructed by private industry after the city has concluded that once the project is completed it will provide a general public benefit, such as job creation, economic development, parks, storm drain facilities, and the like.

Understandably, those agreements generally include a deferred repayment contract that ensures the funding agency will recapture the public capital already advanced to the private-party development, including accrued interest.

There is confusion as to what sewer fund accounts can be spent on new sewer improvements and what accounts can be used for existing sewer maintenance and/or replacement projects.

REQUEST: Please provide a description and the front-loaded costs of the proposed sewage expansion benefiting the Basin Street Project, a copy of the deferred repayment agreement between the City and the developer, including the formula to recapture the advanced capital taken from the current sewer fund, and the interest rate of the loan.

Also please give a description of the accounts under the terms capital expenditures, replacement reserves, and the Enterprise Fund, including their distinct purpose, and the restrictions and latitude, each account might entail.

PERCEPTION: There are different opinions regarding the study comparing the cost of operating the treatment plant with in-house staff versus the costs of an outside operator.

REQUEST: Now that the City Council has approved the action, when it becomes available, please provide us a copy of the new cost comparison.

PRECEPTION: The Rate Study consultants seemed to justify the rate increase by using the term “median income.” You might recall that many reacted negatively to the description during the June 12, 2019 hearing. In response, the Rate Study consultants defended the phrase by saying that it was a term used by the State.

It concerns us that the City Council and staff have also adopted this flawed mindset. Household income of the City’s residents should have absolutely **no bearing** on the proposed rate increase. **It is not** a matter of determining what the market will bear or what people can or cannot afford to pay. The City cannot change the rules or procedures for these types of calculations.

By law, the sewer rate “shall not exceed the funds required to provide” the service, based solely upon “clear and convincing evidence” of the actual costs to provide the service. And the sewer fee “shall not be used for any purpose” other than what is intended and the **no fee** “may be imposed for general governmental services.”

Therefore, calculating the sewer fee increase **is not** a matter of determining a percentage increase that is palatable to the public, either. A sewer rate increase will certainly have a financial impact on all who live or own property in the assessment district, but by law different criteria must be analyzed to determine rate increase that reflects *the actual costs to provide the service*.

So, have the City Council and staff seriously examined the sewer budget and reduced all overhead expenses as much as possible? Sounds like that is a work in progress.

Has the public works department seriously looked at time management practices and workforce efficiency? By what I and others have observed, the answer is questionable.

Can the City economically maintain the treatment plant in-house without substantially increasing its liability exposure for any mishaps? That too, is being looked into.

Are the estimates in the proposed budget truly based on “historic and actual” costs like the Rate Study claims, or are those figures intended to augment other city services, too? This needs to be answered.

Maybe a third-party auditor should do a “deep dive” into the City’s records to ensure *more funds* collected under the guise of maintaining the city sewer system have not been funneled into other general fund accounts. Has this been considered by the City Council?



Responses to Recap Questions-

1. It was stated that the Sewer Enterprise Fund, after paying for operations and debt service, was upside down about \$175,000 from a cash flow standpoint, before any capital purchases (infrastructure and equipment) were made. We have finalized the financial status of the Sewer Enterprise as of 6/30/19 (the most recent fiscal year ended), and cash flow from operations and debt services was a negative \$198,333, again, before any capital purchases.
2. We cannot speak to what is and isn't acceptable to the City Council, but the current rates are not self-sustaining.
3. The rates have not changed since 2008, and a rate study and adjustment is recommended every 3-5 years. The "political will" comment, which should be attributed to me (Tim) in that the public perception of the previous City Management administration was such that it was believed that any efforts to raise rates would be met with significant resistance. That was up through late calendar 2015.
4. Prop. 218 was adopted by the electorate in November 1996. The recent proposal to increase sewer user fees follows the procedures of Art. XIII D (6), which sets for the procedural requirements for increasing property-related fees such as sewer service. There is no requirement in that section that an engineer's report be prepared prior to increasing the fees.
5. We are not entirely sure what is meant by this inquiry. Pursuant to the provisions of Article XIII D, sewer service is not a "tax" and such service is, indeed, exempted from the voter approval requirements necessary for increasing several other charges.
6. Although stated at the recent Ad Hoc committee meeting, our City Attorney has recently researched the validity of a Sewer Rate Study. In fact, there is no legally established period for which a Sewer Rate Study remains valid. Therefore, it is reasonable that in increasing user fees the City Council may rely on a Sewer Rate Study which is not "outdated" by virtue of changes to the law, changes to the required methodology used in preparing the study, or any material change in the underlying financial information and assumptions used in preparing the study.
7. The City does not own the solar energy facility which produces electricity for the operation of the wastewater treatment plant. The City met with the owner and operator of the facility, Clearway Energy, in early December about issues with the plant. As of the date of this response, the City is awaiting a response from Clearway Energy.

8. Generally, correct.
9. The contract service provider's staffing is exclusive of any sort of indemnity clause regarding violations, but, yes, the contract service provider is responsible for violations.
10. A nexus study was completed in the second half of 2012 and brought to Council for approval in 2013. The annual transfer of funds from the Sewer Enterprise Funds to the General fund was approved at \$77,234. Prior to this, the annual transfer was \$68,935.

This topic is also specifically requested in the list of perceptions/requests and will be addressed further there.

11. We don't know that it was stated that, strictly on direct cost alone, that it would not be cost effective. The City has retained a third party to provide an analysis of in house vs. contract sewer treatment operations to either confirm or dispel City Staff's conclusion that, when taking into account direct costs, the burden of maintaining retirement costs for in house employees, the potential cost of violation liability, and expertise associated with a contract operator's ability to use its resources deal with technical issues that would be limited for in house operators, it is in the best interest of the users of the sewer system and the City to continue with contract operations.
12. Yes.
13. Where it is practical and reasonable to do so, and not have an adverse impact on overall City operations, City Staff will continue to look for areas of cost savings.
14. No. The City did not commit \$600,000 in Sewer Capital to the South Willows Improvement Project. The City's original commitment was \$300,000 in Storm Drain Development Impact Fees and \$235,715 in Sewer Connection Enterprise Capital Funds. There may end up being some additional, sewer specific costs, associated with undergrounding the sewer line underneath the railroad tracks, that will be covered by the Sewer Connection Funds (if they are not, ultimately, grant reimbursable), but those costs are not expected to be major.

This topic is also specifically requested in the list of perceptions/requests and will be addressed further there.

15. Not all of the parcels you have noted have sewer connections. We will check with several other cities in northern California to determine whether the City/District charges itself for sewer service.
16. The Sewer Ad Hoc Committee was formed by the City Council for the purpose of obtaining public input in the rate adjustment process. The Sewer Rate Study established that an annual increase of approximately 9.5% per year for five (5) years was an appropriate and necessary increase in sewer user fees. The Committee was charged with providing comment on Council's attempt to balance the City's obligation to ensure the Sewer Enterprise Fund is financially self-supporting with the needs of its citizens.

Perception/Requests-

Who made the decision to mail the public hearing notices by bulk mail from Chico, and, apart from any cost savings, what was their justification for doing so?

Mailing of Notice: Gov. Code § 53750(i) provides that:

*(i) **“Notice by mail” means any notice required by Article XIII C or XIII D of the California Constitution that is accomplished through a mailing, postage prepaid, deposited in the United States Postal Service and is deemed given when so deposited.** Notice by mail may be included in any other mailing to the record owner that otherwise complies with Article XIII C or XIII D of the California Constitution and this article, including, but not limited to, the mailing of a bill for the collection of an assessment or a property-related fee or charge.*

Such notice needs be mailed at least 45 days prior to the date of the public hearing on a proposed fee increase, the day of mailing excluded.

This having been noted, we will mail the next round of Proposition 218 notices via first class mail.

Who made and who approved the decision and what was their justification to disenfranchise a significant statement of the Willows population from the process?

The next Prop 218 notice will be provided in Spanish as well.

Provide a copy of the Nexus Study and the minutes of the meeting when the City Council approved the action. Cite a California Statue that allows this determination?

General Governmental Services: Art. XIII D (6) states:

(5) No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Art. XIII D (6) specifically cites the “general governmental services” of the sort which may not be charged to the Fund, but it does not prohibit the allocation of costs associated with the management, administration and accounting directly involved with operation and maintenance of the sewer collection and wastewater treatment system. In fact, such allocation is entirely proper, and is practiced by the vast majority of cities and districts.

The staff report and the minutes from the August 27, 2013 City Council meeting are enclosed. The nexus calculation does include direct charges for police patrol of the wastewater treatment plant. Such charges may be considered inappropriate.

Please provide a study, report or any other facts that support the decision to exempt all city-owned properties from the sewer assessment fees. Please tell us how many years this policy has been practiced. Please include sewer rate fees that were in place the periods that the city-owned parcels were determined to be exempt?

We are not aware of a study or report. This appears to have been a matter of practice for the entirety of the sewer operation fee process, although I can only specifically speak to the period of my tenure (since 2000).

As noted as part of your recap item #15, we will seek information from other jurisdictions as to their practices on this matter.

Monthly Rates-

? to June 2005 \$23.32 per month	July 2005 to June 2006 \$27.52 per month
July 2006 to June 2007 \$34.95 per month	June 2007 to Present \$40.19 per month

Please provide a list of type and age of vehicles used for maintaining the City's sewer system with evidence of historic costs for fuel and tires for the vehicles?

List of vehicles paid for with Sewer Enterprise Funds is enclosed. Service record summaries are enclosed. As stated regarding your request last spring, the City purchases fuel in bulk and allocates said invoices to Public Works and Sewer Enterprise. Individual fuel consumption has not been kept, historically.

Please provide a list of vehicles slated for diesel retrofits with the cost breakdowns for each, including the rationale supporting the idea and the minutes of the City Council meeting when the proposal was approved?

A rough schedule of overall diesel related issues, which was developed in developed in 2012 (we believe) is enclosed.

Reference to the diesel retrofit, as noted in the 2012/13 Budget Analysis prepared for the 2012/13 Council Budget review and adoption, is enclosed.

Minutes from the March 28, 2012 and June 19, 2012 City Council meetings are enclosed.

Since these four employees also perform other public works tasks, what is the accounting procedures that separates the actual cost of their sewer maintenance duties from their other general service duties?

As noted during your request last spring, there are four positions assigned to the sewer enterprise fund.

Please provide a description of the front loaded costs of the proposed sewage expansion benefitting the Basin Street Project, a copy of the deferred repayment agreement between the City and the developer, including the formula recapture the advanced capital from the current sewer fund, and the interest rate on the loan?

As previously noted in response to your understanding #15, the City is contributing \$300,000 in Storm Drain-Development Impact Fee funds and \$235,715 in Sewer Connection Enterprise Funds. As you know, development impact fees must be used on addition/expansion. Also, as noted in Willows Municipal Code regarding Sewer Connection Fee Revenue-

13.10.210 Sewer fund.

All moneys received by the city pursuant to any provision of this chapter shall be deposited by the city treasurer in either the sewer maintenance fund or sewer capital outlay fund.

(1) The sewer capital outlay fund shall receive revenue derived from connection fees, buy-in fees and other like sources. These funds shall be used for expansion and improvements which would include construction as well as equipment, land purchases, easements and right-of-way. These funds are not to be used for replacement.

As such, it was the proper use of sewer connection fee revenue to be utilized on additional sewer lines, and the funding for this is coming strictly from sewer connection revenue.

As noted, these two amounts are City contributions to public improvements in the public right of way.

Replenishment of both the Storm Drain Development Impact Fee and Sewer Connection Funds are replenished via future development that is subject to Storm Drain Development Impact Fees and/or Sewer Connection Fees.

For the balance of the question, we believe that the Development Agreements will assist with the question. The documents have been attached. The developer's contribution to the infrastructure is separate and apart from the items noted above.

Now that the City Council has approved the action, when it becomes available, please provide a copy of the new cost comparison?

Will do.

AGENDA ITEM

TO: ~~ATB~~ Steve Holsinger, City Manager

FROM: Tim Sailsbery, Finance Director

SUBJECT: Update Service Cost Transfer From Sewer Enterprise Fund to General Fund

RECOMMENDATION

Approve setting the annual transfer from the Sewer Enterprise Fund to the General Fund at \$77,234 for Cost Allocation of Enterprise Fund services performed by Non-Enterprise Staff with an effective date of 6/30/13.

SITUATION (or BACKGROUND):

A number of administrative and direct activities are performed by staff members on behalf of the Sewer Enterprise Fund. Historically, these costs are periodically calculated and a transfer amount is set for an annual transfer of funds to cover these costs. For approximately the last 15 years, this annual transfer has been set at \$68,935 per year. An updated review is now in order.

Staff conducted a review of time expended by Non-Sewer Enterprise personnel for the period from 7/1/12 to 12/31/12 and calculated the cost associated during this period. The total was then extrapolated to cover a full, fiscal year period, with the resulting cost totaling \$77,233.96.

Staff requests that Council approved the update to the annual transfer of funds from the Sewer Enterprise Fund to the General Fund.

FINANCIAL CONSIDERATIONS:

Additional cost of \$8,299 to the Enterprise Fund with a corresponding \$8,299 benefit to the General Fund.

RECOMMENDATION

Approve setting the annual transfer from the Sewer Enterprise Fund to the General Fund at \$77,234 for Cost Allocation of Enterprise Fund services performed by Non-Enterprise Staff with an effective date of 6/30/13

Respectfully submitted,



Tim Sailsbery
Finance Director

Attachment:

Service Cost Calculation Summary

City of Willows
 Schedule of Hours Utilized
 Sewer Enterprise Activity
 7/1/12-12/31/12

The following represents time expended by non-Sewer Enterprise Fund personnel (other than Public Works front line staff) on Sewer Enterprise Fund activity for the period from 7/1/12-12/31/12.

Employee	Six Month Hours	Personnel Cost Rate	Six Month Cost
Alves	18	\$ 53.76	\$ 967.68
Butler	24	\$ 43.85	\$ 1,052.40
Dahl	42.5	\$ 60.65	\$ 2,577.63
Dawley	12	\$ 50.66	\$ 607.92
Gridley	35.5	\$ 55.32	\$ 1,963.86
Holsinger	30	\$ 87.94	\$ 2,638.20
Lipski	131	\$ 61.95	\$ 8,115.45
McIntyre	47	\$ 55.07	\$ 2,588.29
Murray	96	\$ 27.64	\$ 2,653.44
Sailsbery	73	\$ 63.73	\$ 4,652.29
Spears	53.5	\$ 87.86	\$ 4,700.51
Kuwata	41.5	\$ 45.90	\$ 1,904.85
Vessels	33.5	\$ 52.79	\$ 1,768.47
Walter	40	\$ 60.65	\$ 2,426.00
	Total		\$ 38,616.98
	<u>Extrapolate to Full Year</u>		<u>x2</u>
			\$ 77,233.96

MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD
August 27, 2013

1. Mayor Cobb called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE:** Mayor Cobb led the Pledge of Allegiance.
3. **ROLL CALL:**

Present: Domenighini, Taylor-Vodden, Mello, Spears & Mayor Cobb
Absent: None
4. **Agenda Review:** It was **moved** by Council Member Spears and **seconded** by Council Member Taylor-Vodden to accept the August 27, 2013 agenda as presented. The motion unanimously passed.
5. **Presentations & Proclamations:** None
6. **Public Comment/Written Communications:**

The following person(s) spoke during public comments:

Hoover Mock invited the Council to attend the 10th annual Splendor in the Valley Dinner and Dance Benefit for Glenn Medical Center. The event will be held on September 14 at Cal Worthington's Big W Ranch and begins at 5:30 p.m.

Jeff Williams had some comments regarding a complaint that he made previously against the City Manager. Mayor Cobb and Vice Member Taylor-Vodden addressed his comments.

7. **Consent Agenda:**

Council Member Spears requested that item 7(c) be removed from the Consent Agenda for further discussion. It was **moved** by Council Member Domenighini and **seconded** by Council Member Taylor-Vodden to approve Consent Agenda items 7 (a), (b), (d) and (e). The motion unanimously passed and the following items were approved/adopted:

- a) Approval of General, Payroll and Direct Deposit Check Registers (26383-26458; 32730-32738; No Direct Deposit since last Council Meeting).
- b) Approval of the Minutes of the Willows City Council Regular Meeting held August 13, 2013.
- d) Approval of the City of Willows Statement of Investment Policy
- e) Approval of the City of Willows Treasurer's Report of Cash and Investments as of June 30, 2013.

Council Member Spears stated that as it pertains to item 7 (c), which is to consider authorizing the submittal of the required City Council response to the 2012/13 Grand Jury Final Report, he does not recall the Council receiving a copy of the report. Mayor Cobb asked the City Manager if there was any additional information - other than what was included in the agenda packet - available for Council to review. The City Manager stated that there was no additional information available other than what was noted in the Grand Jury report, of which, the City was never furnished a copy and therefore, he was unable to provide the Council with a copy. It was pointed out to him by Orland City Manager Pete Carr, that the Willows City Council had a required response to one of the reports and he wanted to know if the two cities could provide a joint response to the report as they have in past years. Mr. Carr sent the City Manager a draft of the response that Orland had prepared and the City Manager reviewed it, made a few edits and sent it back to Orland, whose City Council subsequently had voted to approve the response. Orland has now sent it back to Willows to seek our Council's approval to submit the joint response. The report was simply one minor mention of the City of Willows under the Business Enhancement Section for the Glenn County Board of Supervisors and there was a required response by the Willows City Council. He is not sure why exactly the City is required to respond other than the Cities and the County have a joint Economic Steering Committee which focused on a Strategic Vision Plan, even still, there wasn't really any specific reference to the

City of Willows in the Grand Jury's report other than Glenn County is not marketing or being very "pro-business" in the environment. The City of Orland was specifically referenced in sections of the report about some signage and other things that they have done, but Willows was not, but the City still has a required response.

Council Member Spears stated that the only reason that he brings this up is because the report hadn't been brought before the entire Council as a whole for any discussion on basically what the City Manager just stated. He stated that it should be noted for the record that the City did not receive a copy of the Grand Jury final report in order for the Council to properly gather, discuss the report and respond to it. With that said, it was **moved** by Council Member Spears and **seconded** by Council Member Domenighini to approve item 7 (c) on the Consent Agenda. The motion unanimously passed and the following was approved/adopted:

7(c) Authorize Mayor Cobb to submit the required City Council response to the 2012/13 Glenn County Grand Jury final report.

8. **Public Hearings:** None

9. **Ordinances:** None

10. **Items introduced by City Council or Administrative Staff for discussion purposes only:**

Council Member Domenighini thanked the City Manager for his attendance at, and participation in, last Tuesday's Board of Supervisors Meeting when the Board adopted the Economic Development Report.

Council Member Mello reported that the Willows Veterans' Association plans to donate a Silver Star to the Willows Museum. This award was earned by Russell Lewis who served in the South Pacific during World War II and it was donated to the Veterans' Association by Mr. Lewis' only living relative.

11. **New Business:**

- a) Consider approving setting the annual transfer from the Sewer Enterprise Fund to the General Fund at \$77,234 for cost allocation of Enterprise Fund services performed by Non-Enterprise Staff with an effective date of 6/30/2013:

A number of administrative and direct activities are performed by staff members on behalf of the Sewer Enterprise Fund. Historically, these costs are periodically calculated and a transfer amount is set for an annual transfer of funds to cover these costs. For approximately the last 15 years, this annual transfer has been set at \$68,935 per year. Staff, believing that an updated review was in order, conducted a nexus study of time expended by Non-Sewer Enterprise personnel for the period from 7/1/2012 to 12/31/2012 and calculated the cost associated during this period. The total was then extrapolated to cover a full, fiscal year period, with the resulting cost totaling \$77,234.00. Staff is requesting that Council approve the update to the annual transfer of funds from the Sewer Enterprise Fund to the General Fund. It was **moved** by Council Member Taylor-Vodden and **seconded** by Council Member Mello to approve setting the annual transfer from the Sewer Enterprise Fund to the General Fund at \$77,234.00 for Cost Allocation of Enterprise Fund services performed by Non-Enterprise Staff with an effective date of 6/30/2013. The motion unanimously passed.

It should be noted that while discussing this item, Council Member Domenighini stated that at some future meeting he would like to have a discussion about long-term infrastructure for the City's sewer system and the Waste Water Treatment Plant. Staff stated that they would notify the Public Works Director and the City Engineer and there will be an item placed on a future agenda to discuss long-term infrastructure, future sewer maintenance needs, rate structures, etc.

12. **Council Member Reports:**

Council Member Taylor-Vodden reported that she, along with the City Manager and Council Member Mello, attended the last Cities & County Economic Development Steering Committee Meeting.

Council Member Mello reported that he attended the last Waste Management Meeting.

Council Member Spears reported that he attended the last Transportation Meeting. He also stated that a carnival had recently been put on by the Willows Police Activities League (PAL) and also that youth soccer signups are currently underway.

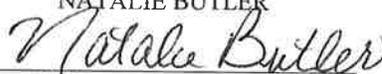
13. **Executive Session:** Pursuant to California Government Code Sections 54950 et seq., the City Council held a Closed Session. Pursuant to Government Code Section 54954.3 the public had an opportunity to directly address the legislative body on the below items prior to the Council convening into Closed Session. **No members of the public had any comments on the Executive Session topic.** The Council convened into Executive Session at 7:30 p.m.

a) PERFORMANCE EVALUATION – Pursuant to Government Code § 54957 (b) (1).
TITLE: City Manager

14. **Report Out from Executive Session:** No reportable action was taken by the Council.

15. **Adjournment:** Mayor Cobb adjourned the meeting at 9:44 p.m.

Dated: August 27, 2013

NATALIE BUTLER

City Clerk

The City of Willows is an Equal Opportunity Provider

City of Willows
 Enterprise Fund- Fixed Asset Schedule
 Sewer Maintenance

Item	Dept	Cost	Approximate		Note
			In-Service	Date	
Streco sewer rodder	WWTP	\$ 33,833.51		1/1/1997	
GMC 1 ton pick-up	WWTP	\$ 20,270.01		5/1/1999	
John Deere Backhoe	WWTP	\$ 81,345.79		6/1/1999	
Dump Bed	WWTP	\$ 10,992.60		1/1/1999	
IH 4700 Dump Truck and Bed	WWTP	\$ 53,913.93		12/1/1999	
Vac/Con Sewer and Catch Basin Cleaner	WWTP	\$ 210,587.43		1/24/2001	
Sewer Superintendent Utility Vehicle	WWTP	\$ 39,538.44		9/1/2005	
Ford F-250 Pickup	WWTP	\$ 28,820.91		3/1/2008	
Ford F-250 Pickup	WWTP	\$ 25,840.72		5/1/2008	
Ford Ranger Pickup	WWTP	\$ 16,198.36		10/1/2011	1
Ford F350 Flatbed	WWTP	\$ 33,777.05		12/1/2011	
Boom Truck-Sewer Portion	WWTP	\$ 50,000.00		6/30/2016	2

Notes

1 The Ford Ranger was later transferred to Fire and Building Department use (2016). Maintenance costs following transfer were assigned to those departments following transfer.

2 Boom truck purchased from a number of different funding sources. Maintenance costs are not assigned to the sewer fund.

CITY OF WILLOWS
VEHICLE SERVICE HISTORY

Dept: Public Works Vehicle: 2008 GMC 1 Ton Make: GMC Mod: 3500 Yr: 99 Date in Serv:

Vehicle Data			Date	Miles	Repairs
Oil Filter#	Point#	Cond #			
Air Filter#	Dist. Cap#	Rotor#			
Fan Belt#	Batt.	Tire Size			
P/S Belt#	U. Rad. Hse.	L. Rad. Hse.			
Smog Belt#	Lubrication and Maintenance				
Spark Plug#	L = Lube O = Oil F = Filter				
Date	Miles	Service			
3/2/11	82234	LOF	10/4/13	90604	Secured unit Replaced Shift Cable Tail gate brace
			6/10/14	52325	Repaired electrical Replaced Hoist hose
			10/29/14	93573	Replaced Front Brakes RT tire Rod Replaced light
			2/9/15	94328	Tune up engine Replaced Fuel Reg & Idle motor Secured unit
			1/25/16	96278	Changed Batt Tail lamp Repair Secured
			7/1/16	97992	Replaced Tailor Plug Replaced water neck
			10/25/16	98868	Secured unit Changed O2 sensor
			8/18/17	101360	Secured unit Replaced Radiator & hoses
			11/16/17	102197	Changed engine Cool & Water hose Fitting
			8/30/18	105019	Secured unit Replaced Tire Rod ends
			5/7/19	106826	Secured unit Replaced Tail lamps
			6/20/19	107270	Repaired Transfer plug installed a new alt
			8/22/19	109835	Cleaned unit Checked Fluid levels
			10/3/19	108045	Changed out all Tires Had Vehicle Alignment
				108089	

3/3/11 Fuel injectors Valve cover Gaskets

728¹¹

5/21/08	Tank Replacement,	Uo/2 Radiator	128 ⁶⁵
5/21/08	Top hose & clamps	BBW	31 ³⁸
3/21/08	Bottom hose & clamps	Colusa motor sales	22 ⁷⁷
7/18/08	Starter USA 6449	Colusa motor sales	114 ⁴⁹
12/2/08	Gaskets ^{UPPER MANIFOLD} 22595787	BBW	25 ⁵⁰
12/2/08	Cap & Rotor	Colusa motor sales	63 ²⁶
6/23/09	Radiator Cap	Colusa motor sales	6 ⁴⁰
11/24/09	Shift Control	Sankey Motors	#182 ^{SL}

VEHICLE SERVICE HISTORY

Dept. **Public Works**

Vehicle# **Dump Bed**

Make **GMC**

Mod. **C 350**

Yr. **1999**

Date in Serv. **1-25-99**

Engine # **5W 40** Vehicle Data **6.6 473**

Repairs

Oil Filter#	1060	Point#		Date	Miles	
Air Filter#	6441	Cond.#		6/21/06	57,540	Changed out Batt. serviced unit,
Fuel Filter#	3481	Dist. Cap#				Changed fan belt,
Fan Belt	25-061005	Rotor#		7/20/06	57,980	Pulled Ram out of Dump bed took
P/S Belt#		Batt.				Hydraulic Ram apart went over for
A/C Belt#		Tire Size				Chase Picked up Parts,
Smog Belt#		U. Rad. Hse.		07/21/06	57,980	Assembled ram and installed.
Spark Plug#		L. Rad. Hse.				Filled with fluid & tested,
Lubrication and Maintenance						
				11/6/06	57,505	Took vehicle in for smog check replaced
						wiper blades
				11/29/06	59,685	Packed RT Valve cover checked valve springs
						(values non adjustable) changed engine oil
				11/29/06	61,507	Added STP & Marvel mystery oil Test can
						Packed front end apart for Brake & steering
						repair. Replaced front rotors & pads. Changed out
						RT inner tie rod end, packed wheel bearings,
						Repaired RT Door. Changed out outer & inner latch.
				1/22/07	60,306	Changed out Rear end oil put in Additive
						Had Vehicle Aligned. Installed new Tires,
				2/09/07		Changed out Cap & Rotor & RT spark plugs
				3/19/07	61,226	Changed out left side spark plugs
				4/12/07	61,507	Changed engine oil & filter
				4/3/07	61,526	Had 4 new tires installed
				7/23/07	63,183	Repaired hood latch by put in Antirattle
				11/25/07	65,343	Changed out water Pump, serviced engine

1/22/07	Alignment	Thornton Tire	69 ⁹⁵	
1/19/07	RS Inner Door Handle	Noctastate	26 ⁹³	
1/19/07	2 Front Tires	Safety Tire	203 ²⁸	
1/19/07	2 New Rotors	Les Schwab	374 ⁵⁸	
1/19/07	Additive / Run and Gasket	Doorthandle Noctastate	59 ⁹²	
1/19/07	Front Brake Pads	Tie Rod and Column Motors	73 ⁸³	
2/09/07	spark plugs / cap / rotor / manifold Gasket	(BMW)	184.66	
4/03/07	4 New Tires	Safety Tire	406 ⁵²	
10/11/07	New upper hinged & Bushings	Door latch	381 ⁸⁹	RFB auto Body
11/26/07	New water pump	Colusa motor sales ATXAW5038	57 ⁹⁵	
11/26/07	Heater hose & connection	BMW	18 ⁰⁰	

Dept: **Public Works**

Vehicle: **Dump Bed**

Make: **GMC** Mod: **G350** Yr: **1999**

Date in Ser: **1-25-99**

**CITY OF WILLOWS
VEHICLE SERVICE HISTORY**

VIN. NUMBER **1GDHC34097XFO14898**

ENG. OIL	5W40	Vehicle Data	6.6 GTS	Date	Miles	Repair
Oil Filter#	1068	Point#		12-06-02	30992.9	INSTALLED NEW TURN SIGNAL SWITCH
Air Filter#	6441	Cond. #		12-10-02	31061.3	REPLACED BATTERY - TRANS SHASTA BATT
Fuel Filter#	3481	Dist. Cap#		01-02-03	31741.3	REPLACED SPEED SENSER TSS203 \$63.78
Fan Belt#	25-061005	Rotor#		03-17-03	33179.6	REPLACED FRENDSHOCKS 76741 - \$89.00
P/S Belt#		Batt.		05-02-03	34244.2	MAINTENED 2 NEW DRIVE TIRES ON REAR \$356.63
A/C Belt#		Tire Size		07-16-03	35580.2	MOPT STAGE Motors - TRANSMISSION SERVICED \$101.84
Smog Belt#		U. Rad. Hse.		08-13-03	36507.3	2 NEW FRONT TIRES 175R16 / 15R16 - 10PLY \$245.13
Spark Plug#		L. Rad. Hse.		09-16-03	36938.7	INSTALLED NEW ELECTRONIC TRAILER BRAKE
Lubrication and Maintenance						
L = Lube O = Oil F = Filter						
Date	Miles	Service				
05-05-03	34360.3	L-O-F				CHANGED OIL AND NEW FEMALE TRAILER PLUG.
01-05-04	38794.4	L-O-F				INSTALLED NEW HEATER HOSE CONNECTOR TO WATER SIDE OF INTAKE MANIFOLD
01-13-04	38974.0					SERVICED UNIT FILLED HYDRAULIC FLUID - REPAIRED RIGHT TAIL LIGHT
05-30-04	41873.9	L-O-F Air		01-19-04	38974.4	REPLACED LEFT HEAD LIGHT PART #6054 - \$9.18
10-14-04	44847.9	L-O-F Air		05-30-04	41873.9	SERVICED - INSTALLED NEW LEFT HAND INSIDE DOOR HANDLE - REPAIRED RIGHT HAND ARM REST
03-01-05	47814.2	L-O-F ^{CHANGED AIR FILTER} Air				REPAIRED BRAKE LIGHTS
06-29-05	51621.1	L-O-F Air		07-30-04	43127.5	NEW BATTERY - A34787 - ADJUSTED WARRANTY - TOTAL \$22.42
11-29-05	52893.9	L-O-F Air				3 YEAR WARRANTY ON COMMERCIAL
				10-14-04	44847.9	SERVICED - WASHED OUT Cab - CLEANED ENGINE AND UNDER CARBAGE - GREASED
				10-14-04	44848.0	GET TUNGED - OK - WASHES GARAGE - REPLACED BELT TENSION FULLY \$8008 \$17.69
				03-01-05	47814.2	SERVICED - 2 NEW FRONT TIRES 175R16 / 15R16 - \$29.00
				04-27-05	49029.9	NEW RIGHT HAND HEAD LIGHT 6052 - \$8.50
				06-29-05	51621.1	R & R Airt Body REPLACED DOME HINGE BUSHINGS ON BOTH DOORS \$134.77
						SERVICED - GREASED

12-06-02 INSTALLED NEW TURN SIGNAL SWITCH - NORTH STATE MOTORS \$239.79

PART NUMBER 26097019

07-27-05 - INSTALLED NEW FRONT BRAKE PADS 50902.8 MILES

PART # 18024913 \$65.06

11-22-05 SERVICED 52893.9 MILES - REPLACED A.C. RELAY AND
REPLACED THERMOSTAT # 539095 - REMOVED ALL AIR INTAKE
HOSES AND SENSORS CLEANED AND INSTALLED

01-09-06 - TOOK TO JES TIWAB TIRE ~~AND~~ HAD FRONT END REPAIRED
FA1679 BALL JOINT - REPLACED BALL JOINT AND ALIGNMENT
FA1555 PITMAN ARM \$240.08

4-26-00	Oil + Air Filter		15 99
4-28-00	Bolts for Tool Box		10 19
4-28-00	2 Front Tires		171 60
4-28-00	Front End Alignment at Beeline		38 50
7-26-00	Hyd Hose + Ends		17 13
10-24-00	Strobe Control Board		182 32
11-13-00	Flush Head Screws		0 45
11-13-00	Mount - Locknuts + Bat Cable		25 20
11-13-00	Bat Cable + Mount	Credit	22 71
11-13-00	Battery + Core Credit		75 06
11-14-00	Battery Cable		13 61
11-17-01	Muffler Band Clamp + Bolts.		9 59
11-19-01	HAD FRONT ROTORS TURNED AT NAPA		34 00
"	✓ NEW FRONT BRAKE PADS 55-7260M		32 99
"	" NEW FRONT Hub SEALS 21256		3 88
08-07-02	FRONTEND ALIGNMENT		\$ 60 00
08-07-02	FRONTEND CAMBER CAM INSTALLED		\$ 109 95
09-09-02	REPLACED LEFT HAND DOOR HANDLE #15708051		\$ 25 67

11-5-98	Steel For Bed	29 ³⁴
11-5-98	Wiring Adaptor & Bolts - Bed	35 ⁶²
11-10-98	Tubing Fuel Filter	5 ⁷²
11-10-98	Paint Gray & Black	11 ⁸⁷
11-23-98	Bolts	13 ⁵¹
11-25-98	Cut off Disc	40 ⁹²
11-30-98	Flat Metal for Bed	65 ⁷⁰
12-2-98	Tube for Bed Pivot	5 ¹²
12-2-98	1 3/4 CFR 41" Long	31 ¹⁵
12-3-98	Bolts & washers For Bed Hinges	34 ³⁷
12-9-98	iron for Bed	9 ⁵²
12-10-98	Terminal for Hyd. Pump	1 ⁰⁶
12-11-98	Bed Bolts	16 ⁹⁹
12-11-98	Tube for Bed	12 ⁹⁹
12-15-98	Hyd Pump Connectors	1 ⁰³
12-15-98	Hyd Hoses & Battery Cables	85 ¹⁶
12-22-98	Bed Paint	130 ⁰⁷
12-22-98	Paint Filters	4 ²⁵
12-23-98	Steel & Soap Pencil	9 ⁴²
12-24-98	3/8 hex Nuts Bed	20 ⁸
12-24-98	Argon welding Gas	89 ¹⁰
12-30-98	iron	15 ⁹⁸
*1-12-99	iron	5 ⁶⁶
1-13-99	Bolts, Knobs, Clamps	24 ⁵²
1-19-99	Clamp Terminals	8 ⁸⁹
1-20-99	Elect Terminals	21 ⁶³
1-20-99	Braked	2 ⁸⁹
1-21-99	Terminals	2 ⁸⁹
1-21-99	Switch & wire	29 ¹¹
1-26-99	Mud Flaps	18 ⁹⁸
2-3-99	Back up Alarm & washers	24 ¹³
2-05-99	Seat Cover	33 ⁷²
2-10-99	Receiver Tubing For Hitch	4 ⁷³
2-25-99	Clamp & Cable Ties	7 ⁴⁴
3-3-99	Mud Flaps	20 ³⁶
3-26-99	Truck Style Door Mirrors Kitt's & Frt	211 ⁸⁶
3-26-99	Stuck Mirror Covers	32 ²²
3-31-99	strainers nut & washers	2 ⁵³
4-22-99	Stuck Mirror Covers & Pin Mir	66 ³³
7-7-99	Engine oil	10 ⁸⁵
7-7-99	Delco oil Filter	3 ³⁶
10-12-99	Delco Battery Wauseli's Garage should Be Warranty By Lasher	72 ⁸⁵

ADD 2000 HRS Repairs
 HR meter 2006 Vehicle
 CITY OF WILLOWS Vin# TD3105E872818
 VEHICLE SERVICE HISTORY

Dept: Public Works
 Model: 310SE
 Year: 1999
 Date in Ser: 3/23/99

Vehicle Data

Oil Filter#	7243	Brand	Fan Belt
Air Filter#		Cond #	KE080645 Gads
Fuel Filter#	3531	Dist. Cap#	
Water Filter	1616	Rotor#	
Water Filter	7201	Batt.	
Water Filter	6562	Tire Size	
Shog Belt#	6569	U. Rad. Hse.	
Spark Plug#		L. Rad. Hse.	

Lubrication and Maintenance

Date	Miles	Service	Date	Miles	Repair
		L = Lube O = Oil F = Filter			
8/30/16	3255 HR	LOF	8/30/16	3255 HR	Label unit Pull lower Pin on Front Bucket Cleaned Grease Grease.
3/28/17	3375 HR	LOF	3/28/17	3375 HR	Service unit Changed engine oil & Filter Changed Inlet tube Air Filter. Changed out Fan Belt Changed out Cab Filter. Cleaned Filter Greased unit Preformed a safety check Cleaned up unit
10/10/17	3522 HR	LOF	5/11/17	3414 HR	Service unit changed engine oil & Filter Changed Inlet & Outer Air Filters, Pulled Front Grill, Pulled oil cooler Blow cooler & Radiato c out Assembled unit
3/28/18	3658 HR	LOF	11/10/17	3522 HR	Had New ReactTires installed. #122559 Service unit Changed Engine oil & Filter Changed Inlet & Outer Air Filters Pulled covers & oil cooler Blow out Radiator & cooler Repaired water Leak (low water) Filled Hydraulic oil tanks.
4/5/19	3855 HR	LOF	1/2/18	3613	Checked Anti-Freeze. Ran engine Grease Front Bucket Rebuilt Bucket Ram, Steam cleaned unit
9/16/19	3966 HR	LOF	3/28/18	3658	Service & Greased unit Service unit Changed oil & Filter Lubed unit Flipped cutting edge on Clean side Pulled Two bucket Pins Cleaned. Lubed unit. Service engine Repaired Hydro Leaks Service unit, Greased Pulled Front Bucket pin Cleaned Checked other Fluids. Repaired Hydro Leak on Front Bucket

CITY OF WILLOWS Vin T03105E972B13
 VEHICLE SERVICE HISTORY

Dept: Public Works

Vehicle: JD Backhoe

Make: JD

Mod: 3105E

Yr: 1999

Date in Ser: 3/23/99

Vehicle Data

Oil Filter#	7243	Point#		Date		Miles		Repairs
Air Filter#		Cond.#		1/3/13		2536 HRS		Checked Fluid levels Ran engine
Fuel Filter#	3531	Dist. Cap#		2/13/13		2660 HRS		Service unit steam cleaned Greased unit
7262	1616	Rotor#		3/11/13		2676 HRS		Ran engine Greased Boom Changed Battery
7262	7201	Batt.		8/23/13		2732 HRS		Grease unit Pulled Pin on Boom, cleaned out
7262	6562	Tire Size						old grease Replaced Pin bushing.
7262	6569	U. Rad. Hse.		12/2/13		2774 HRS		Steam cleaned unit Replaced Cab Filter Labeled unit
Spark Plug#		L. Rad. Hse.						

Lubrication and Maintenance

L = Lube O = Oil F = Filter

Date	Miles	Service	Date	Miles	Repairs
1/2/14	2776 HR		1/2/14	2776 HR	Ran engine called on Parts (King Pin Bushings)
1/8/14	2776 HR		1/8/14	2776 HR	Service unit Replaced RT upper King Pin Bushing
2/13/13	2660 HR	LOF	4/17/14	2827 HR	Service unit Flipped cutting edge Labeled unit.
1/8/14	2776 HR	LOF	5/27/14	2848 HR	Service unit Labeled changed cab filter
5/27/14	2848 HR	LOF			Lubed extendo Boom
10/8/14	2929 HR	LOF	10/8/14	2929 HR	Service unit washed out Cab area cleaned
10/8/14	2929 HR	LOF			Windows changed cab filter Labeled unit
4/30/15	3028 HR	LOF	11/2/15	2987 HR	Anti-Screed & Ran engine Repaired window
10/29/15	3109 HR	LOF			latch Repaired stabilizer Hydro hose.
3/9/16	3179 HR	LOF	4/30/15	3028 HR	Service unit Labeled unit Changed out Neutral
					Shift switcher Changed out steering cylinder
					on tilt wheel in cab.
			10/29/15	3109 HR	Service unit Lubel unit Changed out
					engine oil & filter Changed in cab & water
					Air Filter
			3/9/16	3179 HR	Service unit Lube unit Changed out engine
					oil & filter changed In cab & other Air Filter.
			8/24/16	3254 HR	Repaired Backlog Alcan changed out
					Relay & 10amp Fuse Checked over unit
					for Repairs

#14

CITY OF WILLOWS
VEHICLE SERVICE HISTORY

Vin#

703105E872813

Dept: Public Works

Vehicle: JD Backhoe

Make: JD

Mod: 3105E

Yr: 1999

Date in Serv: 3/23/99

Vehicle Data

Oil Filter#	7243	Point#		Date	Miles	Repairs
Air Filter#		Cond. #		5/1/07	945 HR	Worked on Greaser unit Labeled Front end of backhoe.
Fuel Filter#	3531	Dist. Cap#				
Water Pump	1616	Rotor#		7/1/07	988 HRs	Changed out TILT steering Ram Repairal
Water Pumps	7201	Batt.				3 Grease hoses.
Oil Filter Air	6562	Tire Size		10/26/07	1110 HRs	Changed out front tires Pulled & cleaned & Packed
Smog Beta	6569	U. Rad. Hse.				Front wheel bearings Worked on Greaser.
Spark Plug#		L. Rad. Hse.				Hand Grease unit at sub Brackets.

Lubrication and Maintenance

L = Lube O = Oil F = Filter

Date	Miles	Service	Date	Miles	Repairs
10/24/07	1110 HRs	L.O.F	6/6/08	1268	Changed engine oil & Filter. Hyate Coa.
6/10/08	1270 ⁵ HRs	L.O.F.	6/10/08	1270 ⁵	Changed out oil & Filter Repaired Grease lines.
5/5/09	1624 ^B HR	L.O.F	5/5/09	1624 ^B	Service unit Changed engine oil & Filter Changed Fan & out Air Filter Nubel unit.
2/5/10	1929 HR	L.O.F	1/4/10	1910	Greased unit
4/30/10	2054 HR	L.O.F	2/5/10	1929 HRs	Service unit
1/2/11	2304 HR	L.O.F	6/30/10	2054 HR	Service unit Greased Front Bucket
9/13/11	2507 HR	L.O.F	8/31/10	2174 HRs	Service unit Greased unit
7/3/12	2596 HR	L.O.F	1/2/11	2304 HRs	Service unit Cleaned out cab washed unit
			2/11/11	2343 HRs	Greased unit Changed out Hydo hose on stabilizer
			3/11/11	2360 HRs	Repacked Rear Tires
			9/13/11	2507 HRs	Service unit Repaired lube unit cleaned windows
			12/30/11	2547 HRs	AntiFreezed unit - 32
			1/4/12	2547 HRs	Ran engine cleaned windows & cab Filter
			7/3/12	2596 HRs	Service unit, stream cleaned

11/6/07 Back window seal
Made to install
Velling Tractor

11712

04-11-02 100HR SERVICE

08-26-02 100HR SERVICE

09-25-02 100HR SERVICE

01-10-03 SERVICED - BOTH AIR FILTERS - ENG. OIL - FUEL - TRANS - HYD.

07-22-04 WORKING ON GREASE LINES - REMOVED BUCKET PINS
CLEANED & REINSTALLED - GREASING ALL GREASE MANIFOLDS
WITH HAND GREASE GUN

04-28-05 REPAIRED BROKEN GREASE LINES AND FITTINGS ON BACKHOE BOOM
ORDERED FITTINGS FROM HYD. CONTROLS IN REDDING.

06-10-05 SERVICED 395.0 HRS REPLACED ALL FILTERS - HIGH PRESSURE WASHED
AND WASHED WITH SOAP & WATER

10-06-05 REPAIRED GREASE LINES & FITTINGS ON FRONT BUCKET

12-09-05 REMOVED OLD CUTTING EDGE AND INSTALLED NEW CUTTING EDGE
559.0 HRS - PART # T84194 \$230.00 / MADE NEW HEALS AND
WELDED IN.

06/30/06 Received a new Revolving lamp all to install

5/15/07 Fuel Siltic Nut Kit Valley Tractor 22¹⁹

5/15/07 Door Cylindric / Throttle stop & Gaskets 105⁸⁵

5/17/07 RT Front Tire Repair Safety Tire 23⁶²

6/5/07 New Front Tires Thornton Tire New to Install 325⁴⁴

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CITY OF WILLOWS
 VEHICLE SERVICE HISTORY
 Vehicle: **Belhove** Make: **J-0** Mod: **B3056** Yr: **1999** Date in Serv: **3-23-99**
 TO 3105E872813

Vehicle Data		Date	Miles	Repairs
Oil Filter#	Point#			
Air Filter#	Cond #	3-24-99		Remove Dash & Convert Heater Control as instructed
Fuel Filter#	Dist. Cap#			By Empire TID Measure for Grease System
Fan Belt#	Rotor#	4-19-99		Flat Repair
P/S Belt#	Batt.	4-27-99		Mount Grease pump & Build Guard
A/C Belt#	Tire Size			Repair Hyd hoses to oil cooler
Smog Belt#	U. Rad. Hse.			After Drilling Holes
Spark Plug#	L. Rad. Hse.	5-11-99		Help Hyd Control Set up Grease System
Lubrication and Maintenance				
Date	Miles	L=Lube O=Oil F=Filter		
8-18-99	110.4	O-F		Replace Divisor Block's under warranty
Service: Fill Fluids + F. Filters				
8-4-00	423.8	O-F, Air, Hud & Fuel F. Hous		For low clearance Area's Repair. Leaks on Grease Pump Prime System + Test
1-29-01	596.6	O-F - Air		Rem Bore on Main Divisor Bore Test
11-13-01	898.8	O-F - Air		Sack Divisor Block separately
				Replace Thru oil cooler hoses with dealer
				Mechanic Repair Grease hoses on lube
				System fill Res. & Test
				Repair lube system Damage, Pressure work
				& Service, fill lube systems.
				Repair Grease System Fittings & Plumbing
				fill lube system & Prime new Plumbing
				Service - Clean Radiator, & oil cooler
				Order Front Tires
				REMOVED FRONT RADIATOR SCREENS - CLEANED AIR COOLER
				& RADIATOR SERVICED ENG. -
				PACKED GREASE RESAURE
				REPLACED STEERING WHEEL HYD. RAM

3-24-99	Hyd Fitting For Hammer	2 42
3-26-99	Hyd Fitting For Hammer	8 02
3-30-99	Grease Pump	19 50
4-19-99	Clutch Repairs	
4-23-99	Hyd Hose	20 87
4-23-99	Bolts & Clamp for Hyd hose	13 40
4-23-99	Clamp & Fittings	9 08
4-23-99	Fittings	4 82
4-23-99	Hy-Coured Hyd oil	34 17
4-26-99	Flat iron	15 59
4-27-99	Paint	10 90
4-27-99	Primer	4 28
5-6-99	Grease System & installation	2424 98
5-7-99	Fuse holders	10 46
5-10-99	Fittings	5 94
5-10-99	Fittings	4 43
5-10-99	Bolts Fittings, Tap, Zip ties	27 46
5-11-99	Fittings	4 38
5-13-99	Lincoln Fittings	38 66
5-20-99	Fitting	10 48
5-20-99	"	4 52
5-21-99	" & Hose	11 66
5-25-99	Hyd Fitting	12 12
5-26-99	" "	5 66
6-1-99	Zip ties	18 21
6-2-99	warranty on Lube Blocks second part	N/C
6-4-99	Clamps & Zip Ties	22 49
6-4-99	Cleamer & Fitting	7 04
2-17-00	oil Cooler Hose	90 39
2-17-00	Hose Ends & Fittings	20 85
2-23-00	Adaptor Fittings	1 18
8-4-00	Hyd, Lube, Fuel & Air Fi-Hirs	90 87
11-17-00	Grease lube sys Hoses	85 75
11-20-00	Pipe Fittings lube sys	4 33
11-21-00	Pipe Fittings " "	2 90
11-21-00	" " " "	1 54
11-27-00	Pipe Fittings	7 78
11-27-00	Fittings - Grease - Zip ties	61 59
9-12-01	NEW BATTERIES	6 215 58
10-3-01	REPLACED FRONT TIRES / REPAIRED TIERON	8579 HRS FIRESTONE 11.7 11.6-12 TIRES
		\$251.70
04-10-02	REPLACED STEERING WHEEL COLUM RAM - PART AT160162	\$239.91

PURCHASED AT VALLEY TRACTOR

5/14/07	Tail Lamp	BBW	\$8 ⁰³
3/27/08	AntiFreeze	ITS	41 ⁷⁰
3/27/08	Water Pump	Locking Truck	68 ⁷⁸
9/11/09	2 Front Tires	Proctor Tires Styler	639 ⁰²

CITY OF WILLOWS VEHICLE SERVICE HISTORY

Dept. Public Works Vehicle Dump Truck Mod. 4700 Yr. 1999 Date in Serv. 3/1/00
 #12 27 QTS Mileage Repairs

Engine Oil	Vehicle Date	Points	Cond. #	Date	Miles	Repairs
Oil Filter# 1799	27 QTS					
Air Filter# 2253				9/25/09	13777 HRS	Changed engine oil & Filter. Lubed unit
Fuel Filter# 3403					9984 miles	Performed a safety check
Fan Belt# 25-080780				1/4/10	1810 HRS	Performed a safety check. checked
P/S Belt#					30458 miles	Baker Adjustment. "All four wheels"
A/C Belt# 25-060470						
Smog Belt#				6/21/10	18477 HRS	Changed out engine oil & Filter. Performed
Spark Plug#					31128 miles	a safety check. Lub unit
Lubrication and Maintenance						
				9/7/10	1991 HRS	Changed out engine oil & Filter. changed air
					34289 miles	Filter. Greased unit. changed last Race
						made Fcap. checked Brakes. checked unit
						Performed a safety check
				1/5/11	2085 HR	Service unit. changed oil & Filter. cleaned air
					35305 miles	Filter. Grease unit. Adjusted Brakes. changed
						tail lights (LED)
				7/21/11	2160 HR	Performed a safety check, serviced unit
					36412 miles	Changed engine oil & Filter. Greased unit
						Repaired RT side marker lamps
				1/4/12	2215 HR	Performed a safety check. Repaired air
					37248 miles	leak on Air tank Drain. Adjusted front
				5/3/12	2218 HR	Brakes. Repaired Diesel leak at Fuel filter housing.
					37265 miles	Cleaned up unit. Checked Fluid levels & Tire pressure
				1/7/13	2236 HR	Ran engine. charged Batteries
				2/21/13	37490 miles	Performed a safety check. Adjusted Race Brakes
					37537 miles	Ran engine. cleaned up unit
						Service unit. changed engine oil & Filter. changed
						Air Filter. Lub unit. Checked Brakes. Replaced
						RT Race led tail lamp.

3-1-00	Decals	10 ⁰⁶
3-3-00	Aluminum Bar for Brackets	7 ⁵¹
3-13-00	Grab Handle for Dump Bed	38 ³¹
3-13-00	Orange Paint	13 ¹¹
3-17-00	3/8" Hand Tap	3 ⁹⁶
3-17-00	Bolts + Lynch Pins for Mud Flaps	2 ⁸²
5-22-00	Tail Light Sockets + Plugs + Grommets	30 ⁶⁹
5-23-00	Wire - Loom + Term	74 ¹⁷
5-23-00	Tail Housing	7 ⁶⁸
5-24-00	Wire	10 ⁰⁶
5-24-00	Back up Light	7 ⁹²
5-30-00	Lamp, Mounting Cup, Plug for PTO Light.	3 ⁶⁸
11-23-01	REPLACED RAM DUMP VALVE HYD. LINE	38.05
11-26-01	REPLUMBED AIR LINES TO AIR TANK	4.64
09-06-02	SERVICED-GREASED-WASHED-REMOVED DASH & CLEANED GLASS FOR GAUGES	
05-06-05	INSTALLED 2 NEW BATTERYS PART #236 NAPA #182.84 / 14023.0 MILES 861.4 HRS	
09-30-05	REPLACED HYD. TANK PART 20-1717 #450.88 RIVER CITY TRUCK	

9-10-92	Replace Throttle cyl boot	NAPA ¹¹ 255 kit	31.40 <u>00</u>
9-11-92	Revised Throttle Boot Cable		12.25 <u>00</u>
3-25-93	30 Gallons Tellis T23		163.45
4-2-93	change hyd oil & Filter		169.70
11-22-94	6- 10 -1020 super high miler G		#1218 84
9-22-92	dielectric Test		950.00
11-28-94	Replace water pump / Fuel Filters		220.04

Dept. Public Works

Vehicle: Jet Vac

Make IH

Mod

Yr. 2002

Date in Serv

CITY OF WILLOWS
VEHICLE SERVICE HISTORY

Vehicle Data

Oil Filter#	1799	Point#		Date	Miles	
Air Filter#	2491	Cond #		8/19/14	2021 HRS 9706 miles	
Fuel Filter#		Dist. Cap#				
Fan Belt#		Rotor#				
P/S Belt#		Batt.		12/5/14	2027 HRS 9273 miles	
A/C Belt#		Tire Size				
Smog Belt#		U. Rad. Hse.				
Spark Plug#		L. Rad. Hse.		1/2/15	2040 HRS 9786 miles	

Lubrication and Maintenance

Date	Miles	Service	Date	Miles	Repairs
		L = Lube O = Oil F = Filter			
5/13/15	2084 HRS 9954 miles	LOF	5/13/15	2084 HRS 9954 miles	Serviced unit changed oil & Filter checked Air Filter, Performed a safety inspection
4/28/16	3125 HRS 10121 miles	LOF	7/14/15	2088 HRS 9960 miles	Cleaned Bull Dog nozzle out, changed out oil & additive in byers water Pump Performed a safety inspection
3/8/18	2331 HRS 10835 miles	LOF	1/4/16	2102 HRS 10081 miles	Performed a safety inspection Put air in Rear tires
			April 2016	2125 HRS 10181 miles	Cleaned unit serviced changed engine oil & Filter lubed unit Performed a safety inspection
			11/22/16	2169 HRS 10332 miles	checked water pump oil (OK). Cleaned up unit checked Fluid levels & lights
					Performed a safety inspection Re mounted
					Swirl Nozzle Installed a new electrical Reel
					& 5/16" white hose 1"
			1/9/18	2306 HRS	Installed new Batteries checked electrical system
			3/6/18	10835 miles	serviced unit Performed a 6 month inspection
			9/1/18	2344 HRS	serviced unit Checked All Generator
			11/3/19	2347 HRS 10870 miles	Checked Antifreeze/checked Fluids Checked Air system Performed a safety inspection Run engine

CITY OF WILLOWS
VEHICLE SERVICE HISTORY

Dept. Public Works

Vehicle JT40AC

Make FH

Mod.

Yr. 2002

Date in Serv. 01/08/01

Vehicle Data		Date	Miles	Repairs
Oil Filter#	1799			
Air Filter#	2491	11/30/06	1118HR	Changed out Fuel Return line & Primary Fuel
Fuel Filter#	3232, 3403		6313 miles	host from waste separator to Fuel Filter
Fan Belt#				
P/S Belt#		6/18/07	1169HRS 6484mils	Changed out Batteries
A/C Belt#				
Smog Belt#		8/24/07		Repaired swing Ram bushings, Tighten Plug on bottom of Seal Pump,
Spark Plug#				Repaired Fuel line Bleed Fuel system Service'd unit. Tighten swing Bolts
Lubrication and Maintenance L= Lube O= Oil F= Filter				
Date	Miles	Service		
7/25/06	1046HR	LOF		Pulled electric motor apart on waste increase decrease Add oil to system
	6046mils			service'd unit changed oil & filters
				7556mils Performed a safety check.
6/26/08	1281HR	LOF		Crossed Boom, Adjusted Bakes.
	6934mils			
7/20/09	1433HR	LOF		Performed a safety check Tighten Hydro line on Boom Add Hydro oil.
	7556mils			Pressure washed unit service'd unit
2/10/10	1515HR	LOF		Checked Blewer oil
	7624mils			Changed out engine oil & filters lubed unit Performed a safety inspection.
6/29/10	1604HR	LOF		Cleaned switch for Boom in/out tested electrical
	8145mils			Checked Fluid levels Had exhaust smog Test done
				1/3/11
				1634HRS
				Checked Fluid levels
				1/21/11
				1661HRS
				Changed out water Valve Installed Race Trip Lamps & LED lamps on car
				8339mils

710

Dept. 180

CITY OF WILLOWS
 VEHICLE SERVICE HISTORY
 Vehicle: **Jet/Vac** Mod. **2** Year: **2** Date in Serv: **1-8-01**
Clean Earth on IH class

Vehicle Data		Repairs	
Oil Filter#	1799	Date	Miles
Air Filter#	167432001 2491	1-24-01	2,639.3
Fuel Filter#	16/6385091 3232-3403		
Fan Belt#	1495-7408-1759	1-29-01	
P/S Belt#	1495-7408-1759	2/6/01	
A/C Belt#	150 68		
Smog Belt#			
Spark Plug#			
Lubrication and Maintenance			
Date	Miles	Service	
2-16-01	2,639.3	Engine Oil + Filter Transfer. Oil	
06-06-02	03951.6	Air Cond. Charged at Munich's Garage	
06-06-02	03951.6	Reversed Unit - Eng. Oil and Filters - Fuel Filters	
06-06-02	03951.6	Air Filters and Hyd. Filters	
06-06-02	03951.6	Repaired Top Rear I.D. Lights & Safety Check	
06-06-02	03951.6	Checked All Fluids	
06-06-02	03951.6	Replaced 150HR Eng. Oil & Filters - Fuel Filters	
06-06-02	03951.6	Reversed Eng. Oil & Filters - Fuel Filters and Air Filter / Repaired Hyd Beaks - Dump Spool Valve / Top of boom and valve below boom	
06-06-02	03951.6	Replaced Right King Pin & Forks 5454-81-41	
06-06-02	03951.6	Installed New Clutch Fan Part 200.525701-2885.74	
06-06-02	03951.6	Poked up at Corvina Truck	
06-06-02	03951.6	Replaced broken bolts in Hyd. Manifold and O Rings	
06-06-02	03951.6	Filled Tank with 1508 Hyd Fluid and Replaced Eight bolts 10/84 X 1 3/4" bolts 7 Gal of Hyd Fluid	
06-06-02	03951.6	Installed 300 PSI Gauge in Hyd. Manifold	
06-06-02	03951.6	Revised Eng. & Greased and Washed Unit	
06-06-02	03951.6	Removed Hyd manifold for boom - Tail Gate & Sludge Pond and Replaced Sludge Pump Spool Valve	
06-06-02	03951.6	Had A/C Charged at Munich's Garage 9/1/03	

1-24-01	3/4 Sq Tube for Rack	8 ⁰³
1-24-01	lock nuts + studs	3 ⁰²
1-25-01	Mix Gas for Welding	52 ⁴³
1-26-01	Black Paint	8 ⁵⁴
1-29-01	Silicone Grease for Ant.	3 ⁵²
1-29-01	SynFlex Air Line & Fittings for Hose Reel	29 ⁰⁵
1-31-01	water pump oil & Transfer Case oil	59 ⁹⁰
2-06-01	Roll pin, screws, clamp & Hose (Counter)	4 ³⁰
2-06-01	washers, Lock's + Bolts	1 ⁸²
2-5-01	Oil Filter	16 ⁰⁶
2-6-01	Cold Roll 1/4" x 3/8" for Joy stick Guard	5 ¹⁴
2-9-01	Paint + Primer	10 ⁰⁶
10-31-01	INSTALLED 5" EXHAUST FLAPPER	14 ⁴³
06-04-02	AIR COND. CHARGED AT WUNSCHS GARAGE / CHECKED FOR LEAKS	
06-06-02	SERVICE VISIT	
06-20-02	INSTALLED AIR HORNS	\$140.00
10-29-02	SERVICED UNIT	
06-25-03	SERVICED UNIT	
08-27-03	INSTALLED NEW CLUTCH FAN	
08-28-03	REPLACED BROKEN BELTS IN HYD. MANIFOLD FOR BOOM	
12-23-03	INSTALLED NEW 3000 PSI GAUGE IN HYD MANIFOLD	
03-12-04	SERVICED ENG. HYD AND TRANSFER CASE	
03-16-04	REMOVED HYD MANIFOLD AND REPAIRED SLUDGE PUMP SPOOL VALVE	
09-21-04	REPAIRED BOTH DOOR HANDLES - MADE HAND HANDLE FOR RIGHT SIDE & MOUNTED ON SEAT FRAME / INSTALLED 5" EXHAUST FLAPPER - ORDERED HYD BOOM CYLINDER KIT - HIGH PRESSURE WASHED UNIT AND UNDER CARRAGE	
09-27-04	REMOVED BOOM RAM RIGHT SIDE DISASSEMBLED AND INSTALLED 749 HRS NEW ORING ON END PLATE AND ASSEMBLED AND INSTALLED 509.31 MIL. RUBBED OUT PAINT AND CLEANED OUT CAB	
	Boom Ram Kit # 203004 3 1/2 x 1/4 MADE BY CHIEF	
06-30-05	SERVICED CHANGED ALL HYD FILTERS & OIL FILTERS ORDERED 1704 HYD. FILTER TRANSFER CASE SAE 50 MOTOR OIL	
07-05-05	- CHANGED 1704 HYD FILTER	
07-11-05	842.1 HRS - 5384.6 MILES HAD AC CHARGED 47° AT WUNSCHS GARAGE	
07-12-05	REPLACED SEWER PRESSURE HOSE 600' PART 5616-600	
10-06-05	DRAINED & FLUSHED TRANSFER CASE & REFILLED WITH DELO SAE 50 - FILL TO LOW MARK ON DIP STICK 11 PT'S TOOK OUT FILL PLUG ON SIDE OF TRANSFER CASE 892.1 MILES / 5568.4 HRS	
01-19-06	INSTALLED RIGHT HYD. RAM ON SWING BOOM - HAD REPAIRED AT THOMAS HYD. IN CHICAGO \$491.00 NEW SHAFT IN STOCK FOR RAM AND PACKING KIT	

Dept:

Vehicle:

Make

Mod.

Yr.

Date in Serv

CITY OF WILLOWS VEHICLE SERVICE HISTORY

Vehicle Data		Date	Miles	Repairs
Oil Filter#	Point#			
Air Filter#	Cond.#			
Fuel Filter#	Dist. Cap#			
Fan Belt#	Rotor#			
P/S Belt#	Batt.			
A/C Belt#	Tire Size			
Smog Belt#	U. Rad. Hse.			
Spark Plug#	L. Rad. Hse.			
Lubrication and Maintenance				
L = Lube O = Oil F = Filter				
Date	Miles	Service		
ML 220	GEAR-ADDITIVE COMPOUND	Water Pump Oil	300 HRS	
ML 220	SYNTHETIC OIL- 5W/150 220	Blower Oil		
FSR 90	STRIGHT MINERAL OIL	TRANSFER CASE	1000 HRS	
AM 68		HYP. OIL	1000 HRS	
15W40	DELO	ENG. OIL	150 HRS	
		ENG. COOLANT	1000 HRS	
		FUEL FILTER	300 HRS	
		Vacuum Pump Oil	1500 HRS	
#3	Vacuum Pump	GREASE-LITHIUM #3		

Oil Filter #	Points	Date	Miles	Repairs	
1372	Point #				
Air Filter # 9136	Cond #	08-03-05	000040	INSTALLED NEW BACKUP ALARM \$37.42	
Fuel Filter # 3243	Dist. Cap #			MOUNTED CITY OF WILLOWS DECALS ON TOOL BOX	
Fan Belt #	Rotor #			DOOR	
P/S Belt #	Batt.	08-04-05		DRILLED PLATE AND MOUNTED VICE 4Y10 \$91.26	
A/C Belt #	Tire Size			ONE 12TON BATTLE JACK \$26.62 - \$9.59	
Smog Belt #	U. Rad. Hse.				
Spark Plug #	L. Rad. Hse.				
Lubrication and Maintenance					
L = Lube O = Oil F = Filter					
Date	Miles	Service			
12-06-05	33351	OIL & FILTER	6/17/08	18480	Changed engine oil & Filter changed out Air Filter cleaned battery cables.
12/9/06	9469	oil & Filter & Air Filter	4/2/09	21675	Changed engine oil & Filter cleaned Air Filter Replaced Tires
6/22/07	13001	oil & Filter <small>cleaned</small> Air	8/10/09	23117	Installed new tires / Replaced control
1/18/08	16744	oil & Filter	9/29/08	24,013	Changed engine oil & Filter changed Air Filter
6/17/08	18480	oil / Filter / Air Filter	12/2/09		Changed engine oil & Filter
4/2/09	21,675	LOE			
9/28/09	24,013	LOF			
12/2/09	25,000				

8/6/09

Brake Control Columbus motor sales 68¹⁵

8/10/09

New Tires

Dapper Tire

744⁶⁰

8/10/09

mount New Tires

Safety Tire

91¹⁰

#8 Parks Flint Bot 2 Ton chaw

11/16/99 Tire Repair

10/50

2/08 MFD

Dept. Public Works

Vehicle 34 Ton UT

Make Ford

Mod F250

Yr. 08

Date in Serv.

CITY OF WILLOWS VINT
VEHICLE SERVICE HISTORY

IFDSX205X8ED51990
920016 GWW

Vehicle Data			Repairs		
Oil Filter#	Points#	Date	Miles		
Air Filter#	Cond #				
Fuel Filter#	Dist. Cap#				
Fan Belt#	Rotor#				
P/S Belt#	Batt.				
A/C Belt#	Tire Size				
Smog Belt#	U. Rad. Hse.				
Spark Plug#	L. Rad. Hse.				
Lubrication and Maintenance					
Date	Miles	L= Lube O= Oil F= Filter Service			
7/29/08	2,468				
7/10/09	3,381				
		3/8/12	22005		Changed engine oil & Filter changed Air Filter Pressure washer & engine
		5/23/12	22573		Changed out Blend Door Motor
		8/24/12	24677		Service unit
		2/15/13	27956		Service unit
3/8/12	22009				
		6/28/13	30,150		Service unit
		3/13/14	35,171		Service unit
		9/10/14	39,195		Service unit
		11/6/14	40,225		Changed out Brake Pads & Installed new Rotors All (F)
		6/18/15	44,827		Service unit
		11/30/15	48,038		Service unit
		3/7/16	50,162		Service unit
		6/20/16	52,462		Service unit
		8/26/16	53,826		Service unit
		9/07/17	57,641		Service unit
		3/23/18	65,150		Service unit
		7/16/18	66,789		Pat 80PST in All Tires (low air vent out) TASAR 20PST

Dash Seat Designs

Seat covers K21003TBY

Napa \$151.54

Nov 2014

2 Brake Rotors Front

Colusa Motors Sales \$177.27

Brake Pads Front & Rear

Colusa Motors Sales \$117.83

2 Brake Rotors Rear

Napa \$150.46

4 New Tires

SK Sty Tire \$938.51

#1

Dept: *Public Works*

Vehicle#

VEHICLE SERVICE HISTORY

Make *Ford* Mod. *F230* Yr. *08*

Date in Serv *08*

CITY OF WILLOWS IF7JX20588ED99783
 XT Superior Duty

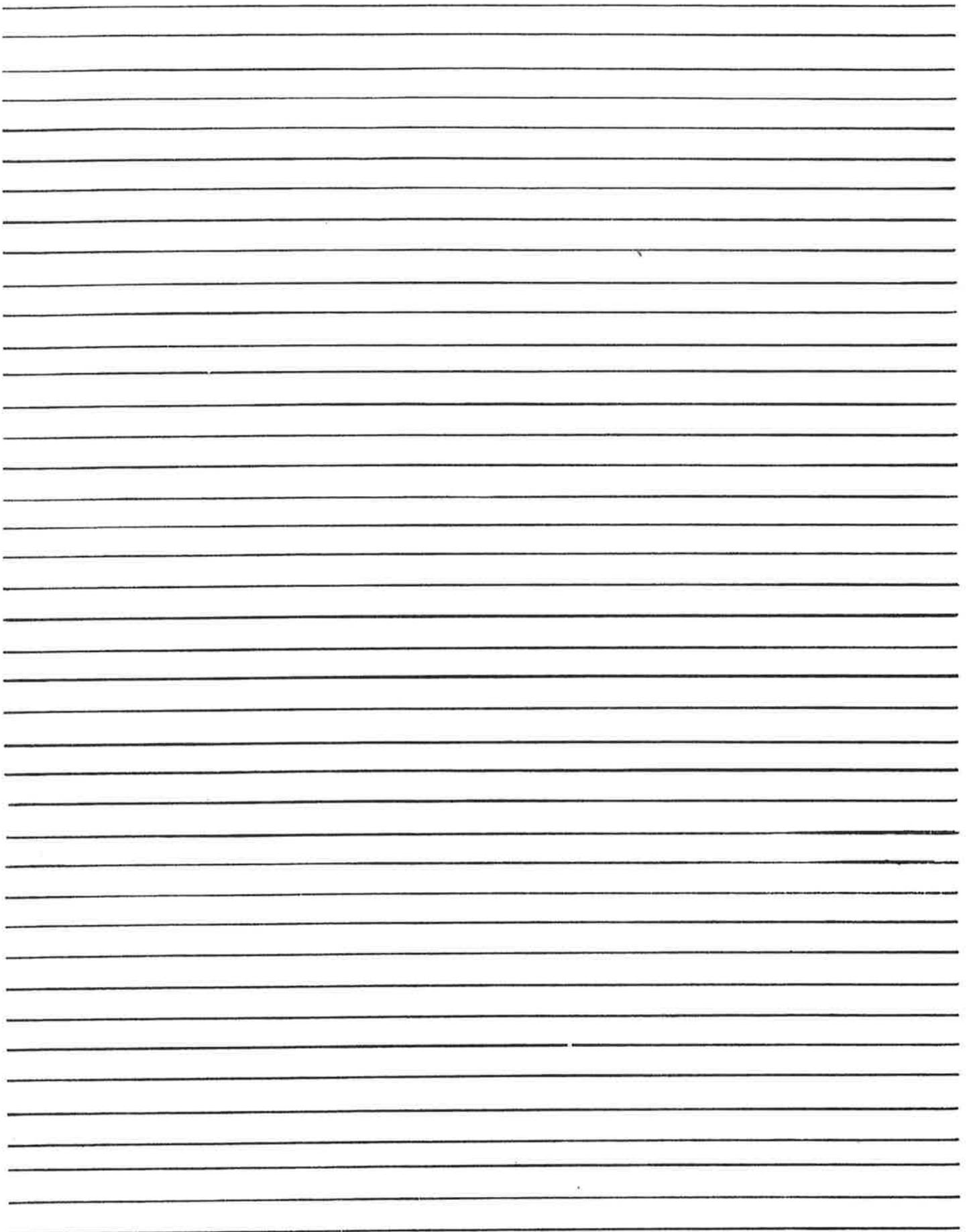
Vehicle Data

Oil Filter#	1372	Point#		Date	Miles	Repairs
Air Filter#		Cond #		4/23/09	246HR	Changed engine oil & Filter
Fuel Filter#		Dist. Cap#				Cleaned Air Filter
Fan Belts		Rotor#		8/19/09	333HR	Changed engine oil & Filter Changed
P/S Belts		Batt.				Air Filter CK Tire Pressure
A/C Belts		Tire Size		4/8/10	493HR	Changed engine oil & Filter checked
Smog Belts		U. Rad. Hse.				one Track
Spark Plug#		L. Rad. Hse.				

Lubrication and Maintenance

L = Lube O = Oil F = Filter

Date	Miles	Service	Date	Miles	Repairs
8/14/08	1156	LOF	4/28/11	789HR	Changed out engine oil & Filter
4/23/09	4381	LOF	1/29/10	945HR	Service unit Rotated Tires
8/19/09	6314	LOF			
4/8/10	9397	LOF	12/19/14	26602	Service unit Installed New Tires
			5/26/15	27,194	Service unit installed new Battery
12/20/10	13808	LOF	6/16/16	29873	Service unit
4/25/11	15,766	LOF	4/16/17	33061	Service unit installed New seat covers
11/29/11	19,270	LOF	6/11/18	38638	Service unit changed Drivers side seat cover
			12/28/18	41650	Service unit changed engine oil & Air Filter
				2459 HR	Checked Fluid Levels
			5/31/19	43945	Service unit Repaired Backup Alarm Fixed
					Repaired seat cover
			9/25/19	47310	Had new Tires installed Service unit
			10/24/19	47,984	Installed new Batteries Front Rotors Turned
					Replaced Rear



Dept: Public Works

Vehicle: Flat Bed

Make: Ford

Mod: F-350

Yr: 2011

Date in Serv: 11/29/10

CITY OF WILLOWS
VEHICLE SERVICE HISTORY

Vehicle Data		Date	Miles	Repairs
Oil Filter#	1372			
Air Filter#		9/24/11	2525	Service'd vehicle Changed engine oil & Filter
Fuel Filter#				
Fan Belt#				
P/S Belt#		9/25/14	10,144	Service'd unit Straighten Tail lamp's
A/C Belt#		6/11/15	12,973	service'd unit
Smog Belt#		3/10/16	16,809	service'd vehicle
Spark Plug#		6/16/16	17,735	Service'd vehicle
Lubrication and Maintenance				
		8/12/16	18,492	Changed out contact Plate assembly in steering wheel
		3/9/17	22,162	Changed engine oil & Filter service'd unit cleaned up unit
		8/10/17	23,848	Changed out Trans oil & Gal. Installed new Gas pet. Had two new tires installed
		9/25/14	10,144	LOF
		6/11/15	12,973	LOF
		3/10/16	16,809	LOF
		6/16/16	17,735	LOF
		9/25/14	10,144	LOF
		6/11/15	12,973	LOF
		3/10/16	16,809	LOF
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		9/25/14	10,144	LOF
		6/11/15	12,973	LOF
		3/10/16	16,809	LOF
		6/16/16	17,735</	

2012/2013 BUDGET ANALYSIS AND SUMMARY

The adopted 2012/13 budget, as presented, contains a General Fund deficit of \$203.9K, based on projected revenues of \$3.212MM and appropriated expenditures of \$3.416MM. The projected deficit may be offset via a combination of General Fund reserves along with cost savings and/or revenue measures that may be implemented during the year. General Fund reserves are projected to be approximately \$1.12MM at the start of 2012/13. Assumptions utilized in developing the budget include the following:

- Overall operations are anticipated to remain at or near current levels
- Wage deferrals, ranging from 3% to 15% for WEA (Public Works and Library Technician) WPSA (Police and Fire) and the Police Chief, are ended effective 6/30/12, with said increases being implemented on 7/1/12.
- Employees subject to 5% or 10% furloughs at the close of 2011/12 will remain on furlough status in 2012/13 by voluntary agreement with said staff

In addition to the items noted above, the following items will also have an effect on the General Fund in maintaining baseline operations:

- PERS and Health Care Costs- Exclusive of wage adjustments noted above, PERS and health insurance costs are estimated to increase approximately 3% and 5%, respectively.
- End of Grant Funding for Police Position- The CHRP grant, utilized to fund a Police Officer position, ends in early 2012/13. Approximately \$34K in grant funding will be utilized in 2012/13 vs. \$85K in 2011/12. The difference is absorbed by the General Fund, and the position is to remain funded for a minimum of one full budget cycle beyond grant expiration.
- Election Costs- Although decisions have not been made regarding either a Sales Tax or Transient Occupancy Tax measure, an \$18K place-mark is included for potential election related costs. In addition \$5K is included in the General Office budget for election costs pertaining to the City Council election cycle.
- Workers Compensation Insurance- The City has been able to take advantage of substantial dividends from our Self Insurance Joint Powers Authority to significantly reduce workers compensation premiums over the past three years. In 2011/12, the dividends were enough to cover approximately 73% of premium costs. For 2012/13 the dividends remain substantial, but are set to cover about 64% of premiums. The result is an increased expenditure of approximately \$10K.

Projections for the close of 2011-12 continue to improve from original and mid-year projections (see pg. 1-3). The latest projections note that the deficit is estimated at \$19K for the year. Revenue numbers do play a portion of the role in the improved status. In addition, sound Council direction to staff resulted in the continued the practices of fiscal restraint where possible. Also, personnel costs associated with vacancy periods and staff replacements at lower initial personnel costs that departed staff have contributed to the status of General Fund activity for 2011/12.

Various non-discretionary funding is noted as part of Operation and Maintenance (Section 2), Special Projects (Section 3), Capital (Section 4) and Carryovers (Section 6). Please note that these funding sources are bound to specific projects or activities and have been applied as such.

Sewer and Water Enterprise activity is presented in Section 5- Sewer and Water Enterprise activities are presented on a maintenance-of-effort basis, with the exception that the City will commence with the process of implementing diesel engine emission upgrades on Enterprise motor assets. \$40,000 in vehicle repair cost has been requested to commence with this process. Non Enterprise assets will also be subject to these requirements, but funding requests will take place in future budget cycles.

Advanced work began during 2011/12 pertaining to the possibility of changes that may be required to discharge processes in the plant. Studies will continue on this front, however, the outcome of these and potential plant upgrade requirements remain unknown. Staff will maintain communication with Council regarding these issues.

The Budget is presented in advance of final conclusions on a number of City, County, State, and Federal funding sources. As these items become finalized, operational and capital activity may be adjusted as deemed necessary during the year.

MINUTES OF THE WILLOWS CITY COUNCIL SPECIAL BUDGET MEETING HELD
March 28, 2012

1. The meeting was called to order at 11:00 a.m. by Mayor Holvik.
2. **PLEDGE OF ALLEGIANCE:** Brian Ramos led the Pledge of Allegiance.

3. **ROLL CALL:**

Present: Council Members Yoder, Hansen, Taylor-Vodden, Cobb & Mayor Holvik
Absent: None

4. **Public Comment:** None

5. **FY 2012/2013 Budget Overview:**

Mayor Holvik began the meeting by providing the Council and Staff with a list of goals and objectives of today's meeting, stating that the goal of today's meeting is to provide City Staff with clear direction on how to proceed in the budgeting process for the 2012/13 budget.

The Finance Director then presented two baseline budgets – one budget with the implementation of scheduled wage increases and one with continued deferral of scheduled wage increases. With the continued deferral of scheduled wage increases there is a projected deficit of \$120,734. With the implementation of scheduled wage increases, the projected deficit is \$219,351. This amount does not include returning the 10% voluntary wage reduction of salaries of the Management Staff, as the Management Staff has already agreed to continue their voluntary 10% reduction for the upcoming fiscal year.

The City Manager then presented the Council with a seven year history of General Fund Operations, showing a graph of revenues and expenditures from the 2005/06 fiscal year through the 2011/12 fiscal year. He pointed out that for the last six fiscal years the City's Expenditures have exceeded the Revenues and over a seven year period the City's reserves have been drawn down from \$2,102,052 in 2005/06 to \$1,036,346 (projected for the end of the current 2011/12 fiscal year).

Staff is seeking guidance from the Council on how to proceed with the budget process and the Council's priorities in proceeding into 2012/13. Council discussion ensued and the consensus of the Council was as follows:

The Council would accept a deficit of \$120,734. They directed Staff to move forward with two tax measures to be placed on the November ballot; One measure to increase Transient Occupancy Tax and the other a measure to increase sales tax. Staff was also directed to begin negotiations with the Labor Groups (the Employees' Association and the Public Safety Association) and ask for them to continue their deferrals through the 2012/13 fiscal year. The City Manager stated that there was a request of the Public Safety association to not have him be involved with the budget negotiations. They also indicated that they intend to have a professional negotiator. The City Manager was seeking Council direction on whether they desire to remove him from the negotiations. It was the consensus of the Council that the City Manager not be excluded from negotiations and that he continues to be on the negotiating committee. Additionally, Council Member Taylor-Vodden indicated that she would like to sit in on the negotiations. The Council agreed that this would be acceptable, therefore, the City Manager would be the primary negotiator with Council Member Taylor-Vodden assisting.

The City Manager then suggested that the Council review and re-prioritize the list of goals for potential Revenue Enhancements and potential Expenditure Reductions that they created at the September 13, 2011 meeting. Following were the goals set at that time:

The items introduced for discussion by the Council for **Potential Revenue Enhancements** were as follows:

1. Review current fee structure to consider adjustment as necessary. Examples:
 - a.) Development fees, building fees, encroachment fees.

- b.) Park utilization or public facilities fees.
 - c.) Administrative fees (i.e., copy fees, permits, etc.).
 - d.) Business License fees.
2. Review Transient-Occupancy-Tax to consider adjustment as necessary.
 - a.) Authorize an audit of TOT collection.
 - b.) Consider increase of TOT rate by 2%.
 3. Consider creation of new Tax model/methods:
 - a.) Consider partnering with Glenn County for specific sales-tax override.
 - b.) Consider creation of parcel tax for Fire Services District.
 4. Special Events specific to the identity of the Community. Example:
 - a.) Rice Festival

The items introduced for discussion by the Council for **Potential Expenditure Reductions** were as follows:

5. Thoroughly evaluate any/all shared resources opportunities with Glenn County and/or surrounding cities.
 - a.) Consider a study to look into the possibility to consolidate law enforcement services within the City of Willows with the Glenn County Sheriff.
 - b.) Study opportunities with Orland or neighboring cities for administrative/city management services (i.e. City Manager, Planner, Building Official, City Clerk, Recreation, Parks, etc.).
 - c.) Consider negotiations with the County/Orland/other cities for out-sourcing financial management services.
 - d.) Solicit negotiations with Willows Volunteer Fire Service to assume an all-volunteer fire services unit – similar to Orland, and/or others.
6. Cut programs or eliminate city services. Examples:
 - a.) Closure of the City Library and return branches to Glenn County for operation.
 - b.) Eliminate the Recreation Department & all programming.
 - c.) Eliminate the City Manager & Clerk positions and have Council manage day-to-day operations and maintain/retain all city records, etc. (similar to County model).
7. Maintain the status-quo and reduce the workforce in accordance with City Policy.
 - a.) Prepare a proposed budget and then calculate the exact number of employees possible to retain (i.e. affordable with projected revenue) consistent with available funding. Notify all others of position elimination and/or lay-off.

Discussion ensued and the consensus of the Council was to put item #1 on hold for the time being and Council will revisit at a later time. Council directed staff to move forward with item 2 (b) and item 2 (a) is on hold. Items 3 (a) & (b) were eliminated, however Council may still consider an option to create a future sales tax override within their own agency as a potential means of generating revenue for the City. Item 4 will be on hold for the time being and Council will revisit at a later time. Items 5 (a), (c) and (d) were eliminated and Item 5 (b) is something that is ongoing but not a priority with this year's budget development process. Item 6 was eliminated in its entirety. Item 7 was left as is since it is what we are currently doing.

6. Set time and date for next Budget Meeting: It was determined that no definitive date and time would be set for another budget meeting at this time. Council would like to wait until the negotiators have had time to meet with the Labor Groups before holding another budget meeting.

7. Adjournment: Mayor Holvik adjourned the meeting at 12:55 p.m.

Dated: March 28, 2012

NATALIE BUTLER

Dated: March 28, 2012

NATALIE BUTLER

Natalie Butler

City Clerk

The City of Willows is an Equal Opportunity Provider

**MINUTES OF THE WILLOWS CITY COUNCIL SPECIAL BUDGET MEETING HELD
June 19, 2012**

1. The meeting was called to order at 6:03 p.m. by Mayor Holvik.
2. **PLEDGE OF ALLEGIANCE:** Vice Mayor Cobb led the Pledge of Allegiance.
3. **ROLL CALL:**

Present: Council Members, Hansen, Taylor-Vodden, Cobb & Mayor Holvik
(Note: Council Member Yoder joined the special meeting at 6:15 p.m.)
Absent: None
4. **Agenda Review:** It was **moved** by Council Member Hansen and **seconded** by Council Member Taylor-Vodden to accept the June 19, 2012, City Council Special Budget Meeting agenda as presented. The motion unanimously passed.
5. **Public Comment:** Buddy Brackensick stated that he had concerns about the City attempting to consolidate with the Glenn County Sheriff's Office to provide Police Services and asked if this was something the Council was considering. Mayor Holvik stated that consolidation of services with GCSO was brought up by the Council many months ago as part of the initial budget creation process as possibly being a cost saving measure. Since that time Council has not pursued it and it is currently not under any consideration by the Council to consolidate Police Services.

Mr. Brackensick then stated that he had been told that the Willows Public Safety Association and the Willows Employees Association had agreed to defer their wage increases for an additional year and questioned why the Council did not accept their offer to do so, and instead the Council is ending the deferrals. Mayor Holvik explained that the Negotiators had three separate meetings with each of the associations and although the associations did state they would defer their wage increases for an additional year, their offer was based on certain conditions that the Council was not offering, nor willing to accept. What the Council was specifically requesting of the associations was unconditional wage deferrals for an additional year and neither association agreed to their request, therefore, the wage deferrals would be ending as a result.

6. **Executive Session:** Pursuant to California Government Code Sections 54950 et seq., the City Council held a Closed Session. More specific information regarding this closed session is indicated below:
 - a) CONFERENCE WITH LABOR NEGOTIATOR(S) pursuant to Section 54957.6

Agency Negotiators: City Manager Steve Holsinger
Finance Director Tim Sailsbery

Employee Organization(s): Willows Employees Association
Willows Public Safety Association
Unrepresented Employees (All others not in WEA or WPSA)

The Council entered into Executive Session at 6:13 p.m. and returned into open session at 6:37 p.m.

7. **Report-Out from Closed Session:**

Mayor Holvik stated that the report-out from the Closed Session was that the Negotiators updated the Council on their good faith efforts to meet with and negotiate with the represented and non-represented associations and members and no reportable actions were taken.

8. **Public Hearing:**

- a) **2012/2013 Budget Adoption:**

This public hearing is being held in order to solicit public comments about the proposed budget for Fiscal Year 2012/2013 that the Council will consider adopting this evening. Mayor Holvik opened the public hearing at 7:38 p.m.

Doug Ross spoke and stated that he believes the Council should give the Police and the City Employees their concessions and find another way to come up with a method. He believes that in order to support the Public Safety that people want in Willows, safety is definitely a number one priority. He stated that he is in favor of making good on the employee deferrals and to give them their money.

Police Sergeant Carl Walter who is the President of the Willows Public Safety Association, stated that he wanted to make it clear to the Council and to the Community that while the Association was not able to reach an agreement with the City this time around, they are still ready and willing to go to the table and discuss anything. He explained that the Association was given one option on the table and there appeared to be no other options that were provided to them. The WPSA wants to help the City in this time of need and they have made the same offer for the last three years and it was readily accepted by the Council, but this year it was not, and the reasons for that rejection were not ever made absolutely clear to the Association. He just wants the Council and the Citizens to know that the WPSA is willing to help out, but they do not believe that they were given the opportunity to try to help.

Dan Gupton announced that the Glenn County Grand Jury report came out today and it stated for Orland [Police Department], Glenn County Sheriff's Department and the City of Willows [Police Department], that increased funding for these departments would yield safer communities. So in essence, the Grand Jury is saying that these departments should not take cuts.

Pastor Ted Crandell of the First Baptist Church wanted to congratulate the Police Officers and the City Council for stepping forward to be leaders. He hopes to see everybody continue and finish the job to of being leaders in our community.

Jeff Williams had a question about the amount of one of the line items on the Budget relating to medical insurance. Finance Director Tim Sailsbery addressed Mr. Williams' question and clarified the line item in question.

Mayor Holvik then closed the Public Hearing at 6:47 p.m.

The Finance Director then gave a brief synopsis of the proposed budget that is before the Council for consideration of adoption. In March he provided the Council with two proposed budgets – one which showed the employee deferrals continuing for another fiscal year, and one showing the reinstatement of the deferrals. This budget that is presented this evening is one which still maintains most services, doesn't recommend any cuts at this time, and it also ends the wage increase deferrals. The net result of that with \$3.212MM in projected revenue and \$3.416MM in projected General Fund expenses, the City will have a projected deficit of approximately \$203.9K.

Subsequent to the publication of the proposed budget that is before the Council tonight, the health insurance rates from PERS came out and were made public and the City ties the Cafeteria Plan benefit to one of those rates. The original projections were that that rate would increase approximately 5%, and was budgeted as such, but the actual increase in the premium was 10.34%. The net result in addition to what was provided to the Council previously, staff would be asking for an additional \$17,899 in General Fund expenditure and \$3075 in Sewer Enterprise Fund expenditure. So the revised projected deficit as a result of this will change from \$203,835 to \$221,734. The Finance Director also wanted to point out that in the Sewer Enterprise Fund, the City does have a new program starting up, in that the City is required to implement certain diesel emissions upgrades by 2015. Some of these areas staff will be looking at starting in advance as far as handling some of these retrofits, so staff has projected an additional \$40,000 expenditure out of the Sewer Enterprise Fund to handle that. That is the only specified project outside of normal on-going operations in this budget. So the bottom line overall appropriations for all funds for Fiscal Year 2012/13 is \$5,797,517, with an expenditure amount of 3.433MM, a revenue amount of 3.212MM, with a projected deficit amount of almost \$222,000.

The City Manager then stated that he just wanted to point out that tonight staff is simply presenting to the Council the budget as it was projected back in February, where there were different scenarios spelled out. No conclusive decisions have been made with respect to a revenue enhancement measure. This is simply presented as an initial deficit budget, which is no different than what the Council has adopted for the last five years. Every year for the last five years upon passing a deficit budget, staff and the Council worked diligently throughout the year to reduce expenditures. He pointed out that last year the City had a period where they went through negotiations and weren't able to achieve any agreements, and at the end of that process the City had a budget adopted with a deficit where they had a moving target where they couldn't decide if they wanted a deficit of \$100,000 or \$150,000. As a result, the City Council made some very prudent decisions throughout the course of the year and continued to monitor the situation and keep track of things. Subsequent to the Council's passage of the 2011/2012 budget, in July of 2011 the City began diligently working on a budget plan for fiscal year 2012/2013, and unfortunately, today the City cannot say that they have a balanced budget, but Council and Staff had worked diligently throughout the 2011/2012 fiscal year to reduce what was first thought would be a \$149,000 deficit to a projection of what now looks like the 2011/2012 fiscal year will end with approximately a \$19,000 deficit. There is a good chance, depending on what occurs within the next 10 to 12 days, that the fiscal 2011/2012 year will end very close to being balanced. The reality is what is being presented to Council this evening is adopting a deficit budget for fiscal year 2012/2013, just like has occurred in the past five years. In adopting a deficit budget, Council and Staff can continue to track going forward, and address trying to get back to as close to \$0.00 as possible. Tonight Council is just being asked to adopt a budget in a timely fashion and then moving forward in a responsible manner. With that, the City Manager encouraged the Council to adopt the budget as it is currently being presented.

Mayor Holvik then added that the City Council's core values since the decline in the economy for the past 5 or 6 years is to maintain the highest service to the Community possible, but trying to stay within the revenues, similar to individuals trying to run their own individual households or business owners trying to run their business. Since last July, the Council has developed a subcommittee to deal with the financial situation. The subcommittee has brought ideas forth to the Council for revenue and expense programs, and they have focused on the revenue side trying to see what the City could do to bring money in without making any cuts. The City Negotiators met with the represented and unrepresented employees and they were unable to reach an agreement. The Council has made no final decisions with regard to any specific revenue enhancement program, however they wish to pass a budget in a timely manner like they have for the last five years, which unfortunately reflects a deficit of approximately \$221,734. As mentioned by the City Manager, the Council will be working throughout the year to improve the deficit in hopes of achieving a balanced budget by this time next year. With that, the Mayor asked what the pleasure of the Council was.

It was **moved** by Council Member Cobb and **seconded** by Council Member Hansen to adopt a Resolution accepting wage deferral and concession agreements between the City, its Management Staff and Specified Unrepresented Employees; Ending wage deferral and concession agreements between the City, all Represented Employees and the Chief of Police; Adopting the 2012/13 annual Budget, Designating Sewer Enterprise fund debt reserve, and confirming budgetary authorities and City Council Fiscal Priorities for Fiscal Year 2012/13.

Mayor Holvik asked if there were any additional comments before calling the vote. Council Member Hansen asked to make a few additional comments. He stated that this was his fourth year on the Council and his fourth difficult budget cycle to participate in. The City Employees have deferred their wage increases since 2009 and contractually those employees are due these wages. The employees are a hard-working and dedicated group and they need to be compensated for the difficult jobs that they do. He reminded everybody that Employee costs are 80% or more of any Government budget operation. With that, he stated he believes the deferrals should be lifted and the employees should be fairly compensated for the work they do.

Council Member Yoder then added that there seems to be a misconception in the community that with the Council ending the wage deferrals that are due to these employees, that there is some connection with the Council intending on slashing a department or of trying to balance the budget on the backs of Law Enforcement, and he stated that is not the case. What the Council is trying to do is to give money back to the groups/associations that they are obligated to receive pursuant to their MOU's. These employees have earned that money are entitled to receive it.

The Budget is a working document, and he reiterated what the City Manager said, which is that the Council and Staff will continue to work diligently throughout the year to try to come up with a balanced budget. The Council and Staff are simply trying to do what is best for the City in passing a budget in a timely manner and continue to work throughout the year to try to balance it.

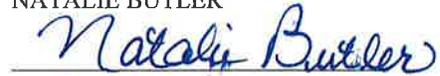
Mayor Holvik stated that the Council and Staff need to be cognizant that this budget is presented in advance of some final conclusions on a variety of County, State and Federal budgeting guidelines that are still out there that the City doesn't know what is going to happen. Once certain items are finalized the City's Operational Capital Activity may have to be adjusted during the year as necessary. So, although the City passes a budget, there is still a lot of uncertainty out there.

With that, there was still a motion and a second on the floor and Mayor Holvik called the vote. The motion unanimously passed and the Fiscal Year 2012/2013 Budget was adopted.

9. **Adjournment:** Mayor Holvik adjourned the meeting at 7:00 p.m.

Dated: June 19, 2012

NATALIE BUTLER



City Clerk

The City of Willows is an Equal Opportunity Provider

ORIGINAL

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

City of Willows
201 North Lassen Street
Willows, California 95988

Attention: City Clerk

**EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE § 27383**

2016-1956

Recorded at the request of:
CITY OF WILLOWS

05/11/2016 03:59 PM
Fee: \$0 00 Pgs: 99

OFFICIAL RECORDS
Sheryl Thur, Clerk-Recorder
Glenn County, CA

DEVELOPMENT AGREEMENT

BETWEEN

CITY OF WILLOWS

AND

CALIFORNIA LAND INVESTORS LLC

WILLOWS, CALIFORNIA

Dated: 5/10, 2016



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereafter "Agreement") is made and entered into on May 10, 2016, by and between the CITY OF WILLOWS, a California municipal corporation (hereafter "City"), and CALIFORNIA LAND INVESTORS LLC, a California limited liability company ("Developer"), pursuant to the authority of Sections 65864 et seq. of the California Government Code.

RECITALS

A. California Government Code Section 65864 et seq. authorizes the City to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

B. Previously, Developer submitted an application to develop certain real property owned by Developer with 453 single family homes and a 65 acre commercial/industrial business park (the "Project").

C. City has approved various land use approvals in connection with the development of the Project, including those listed on Exhibit A attached hereto (collectively, together with any approvals or permits now or hereafter issued with respect to the Project, the "Project Approvals"); and

D. Pursuant to the California Environmental Quality Act ("CEQA") the City prepared an Initial Study and Mitigated Negative Declaration ("MND") for the Project. A MND was adopted by the Planning Commission on July 29, 2009 for the single family homes and a second MND for the commercial/industrial business park was adopted by the City Council on October 12, 2010. Pursuant to CEQA, a mitigation/monitoring program for the Project was approved by the City Council; and

E. The purpose of this Agreement is to facilitate the implementation of the Project Approvals through the development of the Project, thereby realizing the public benefits to City and private benefits to Developer, including those described in these Recitals. The development of the Project requires a major investment by the Developer in public facilities, substantial front-end investment in on-site and off-site improvements, dedications of land, participation in other programs for public benefit and purposes, and substantial commitments of resources to achieve both private benefits of the Project for the Developer and the public purposes and benefits of the Project for the City. The Developer will be unable to make and realize the benefits from such commitments of land and resources without the assurances of a realized Project provided by this Agreement.

F. By entering into this Agreement, the City Council finds that, among other things, this Agreement is consistent with its General Plan; that this Agreement is compatible with the uses authorized in, and the regulations prescribed for, the Property; that this Agreement is in conformity with public convenience, general welfare and good land use practice; that this Agreement will not

be detrimental to the health, safety, or general welfare; that this Agreement will not adversely affect the orderly development of property or the preservation of property values.

G. Developer is willing, pursuant to the terms of this Agreement, to make expenditures and provide benefits to the City including, without limitation, a contribution of \$535,715.00 toward the cost of certain off-site work the City intends to perform as further described on Exhibit B and Exhibit C, and the performance of various on-site and off-site improvements and dedications incorporated into the Project Approvals, thus conferring a public benefit upon the City. Prior to entering into this Agreement, the City and Developer anticipated that Grant (defined in Exhibit B) funds would pay for the remaining design and engineering costs associated with such off-site work, which are estimated to be \$186,000.00 ("Design Costs"). It now appears, however, that reimbursement for Design Costs from the Grant funds is in doubt. Developer is willing, pursuant to the terms of this Agreement, to be responsible for paying the Design Costs to the applicable consultants at the time such costs are incurred. In consideration for Developer agreeing to pay the Design Costs, the City has agreed to reduce the contribution to be made by Developer to the extent the City receives funds from the Grant for Design Costs as further provided in Section 9.E.

H. City desires the timely, efficient, orderly and proper development of said Project, and believes it is in the public interest to accept the benefits conferred by the additional expenditures and additional dedications by Developer referred to above. City further believes it is in the public interest to provide for the vesting of Developer's rights to develop the Project in conformance with the Project Approvals and the terms and conditions contained herein so that such vested rights shall not be disturbed by changes in laws, rules or regulations, including measures passed by initiative, that occur after the Effective Date (as defined below) hereof.

I. City and Developer have reached agreement and desire to express herein a development agreement that will facilitate development of the Project subject to conditions set forth herein and set forth in the Project Approvals, as defined herein.

J. On February 23, 2016 the City conducted a Public Hearing in connection with the City Council's approval of this Agreement. On March 8, 2016, 2016, the City Council adopted Ordinance No. 723-2016 approving this Agreement.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property. The Property which is the subject of this Agreement is described in Exhibit D attached hereto ("Property").
2. Interest of Developer. The Developer is the owner of the Property.
3. Relationship of City and Developer. This Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer and the Developer is not an agent of City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed

in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date and Term.

A. Effective Date. The effective date of this Agreement ("Effective Date") shall be the date upon which the ordinance approving this Agreement is adopted by City.

B. Term. The term of this Agreement ("Term") shall commence on the Effective Date and extend twelve (12) years thereafter, unless said term is otherwise terminated or modified as set forth in this Agreement. The 12-year Term is not intended to extend the five-year (5) period of time Developer has to make the payments as set forth in Exhibit B.

C. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any tentative map and the other Project Approvals described in Recital C above, including those applicable to the residential and commercial/industrial portions of the Project, shall automatically be extended for the Term of this Agreement.

5. Use of the Property.

A. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement.

B. Permitted Uses. The permitted uses of the Property, the maximum density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals, and the "Applicable Rules" (as hereafter defined).

C. Additional Conditions. Provisions for additional conditions (the "Additional Conditions") are set forth in Exhibit B attached hereto and incorporated herein by reference. These include additional or modified conditions agreed upon by the parties relating to development of the Project, including certain conditions that otherwise would not be required.

6. Applicable Rules, Regulations and Official Policies.

A. Rules re Permitted Uses. For the term of this Agreement except as otherwise provided herein, the City's ordinances, resolutions, rules, regulations and official policies, including, without limitation, the Project Approvals, governing the permitted uses of the Property, governing density, design, improvement and construction standards and specifications applicable to the Property, including but not limited to, all public improvements, shall be those in force and effect on the Effective Date hereof (the "Applicable Rules"). Except to the limited extent otherwise provided in this Agreement, City expressly reserves all rights and powers



governing land use, permitted uses, zoning, density, design, improvement, construction standards and specifications, and approvals and authorizations therefor.

B. Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, and Electrical Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect in City at the time a completed application is submitted for the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations.

A. New Rules and Regulations. During the term of this Agreement, the City may, in subsequent actions applicable to the Property, apply new or modified ordinances, resolutions, rules, regulations and official policies of the City which were not in force and effect on the Effective Date of this Agreement and which are not in conflict with the Applicable Rules, provided that (i) such new or modified ordinances, resolutions, rules, regulations or official policies do not affect the permitted uses of the Property, the maximum density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservations or dedication of land for public purposes and location and maintenance of on site and off site improvements, location of public utilities or any other terms and conditions set forth in this Agreement; and (ii) such laws are applied on a city-wide basis and in a manner which does not discriminate against Developer.

B. Denial or Conditional Approval. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for any subsequent development project application on the basis of any new or modified ordinances, resolutions, rules, regulations or policies applicable to the Property pursuant to and subject to Section 7(A).

C. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium which would otherwise affect the Project or all or any part of the Property or which would require a vote of the people as a condition to the grant of any approvals for the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals. If, however, it is determined by a court of competent jurisdiction that a building moratorium or voter approval referenced above is effective as to any portion of the Project, this Agreement shall remain unchanged and in full force and effect as to the portion of the Project not affected by such moratorium or voter requirement, unless Developer elects to terminate this Agreement within ninety (90) days after Developer receives written notice of such court determination.

D. Timing of Development. It is the parties' specific intent that this Agreement shall prevail over any later-adopted initiative that might otherwise have the effect of restricting or limiting the timing or sequencing of development of the Project. Therefore, subject to the terms of this Agreement, the Project Approvals, and the Applicable Rules, Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times

as Developer deems appropriate within the exercise of its subjective business judgment, and such order, rate and time selected by Developer shall in no way affect or impair Developer's vested rights under this Agreement.

8. Processing. Upon satisfactory completion by Developer of all required preliminary actions and payments of all required processing fees, if any, City shall, subject to all legal requirements, promptly initiate, commence, diligently process, complete at the earliest reasonable time, all required steps, and expeditiously consider any approvals and permits necessary for the development by Developer of the Property in accordance with this Agreement, including, but not limited to, the following:

(i) The processing of applications for and issuing of all discretionary approvals requiring the exercise of judgment and deliberations by City ("Discretionary Approvals"); and

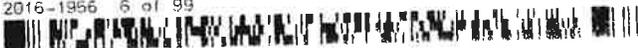
(ii) The processing of applications for and issuing of all ministerial approvals requiring the determination of conformance with the Applicable Rules, including, without limitation, site plans, development plans, land use plans, grading plans, improvement plans, building plans and specifications, and ministerial issuance of one or more final maps, zoning clearances, grading permits, improvement permits, wall permits, building permits, lot line adjustments, encroachment permits, certificates of use and occupancy and approvals and entitlements and related matters as necessary for the completion of the development of the Project ("Ministerial Approvals").

A. No Abridgement of Density or Height. City acknowledges that notwithstanding its ability to issue Discretionary Approvals in relation to site and architectural review and design review, City may not refuse such approvals, or require changes in the Project, that would have the effect of restricting or preventing the ability of Developer to construct buildings at the maximum density and maximum height allowed in the Project Approvals as of the Effective Date of this Agreement.

B. Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project, or issuance of Discretionary Approvals or Ministerial Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to the issuance of any such order. Developer shall reimburse within sixty (60) days of demand therefor all costs, expenses and awards incurred by City in participating in or defending any such third party lawsuit(s) including, without limitation, attorney's fees, litigation expenses, expert costs, and awards of any nature to any other party.

9. Subsequently Enacted or Revised Fees, Assessments, Taxes and Rights-of-Ways and Easements.

A. New Fees. No fees, dedications or exactions imposed on new development adopted by the City subsequent to the Effective Date of this Agreement, and no fees, dedications or exactions which result from any modification after the Effective Date of any existing ordinances, resolutions,



rules, regulations or official policies of the City (except as expressly provided in Section 9(B) below), shall be applicable to the Project.

B. Revised Application Fees. Any existing application, processing and inspection fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability on a City-wide basis and do not discriminate against Developer; (2) the application of such fees to the Property is prospective; and (3) the application of such fees would not prevent development in accordance with this Agreement.

C. New Taxes/Assessments. Except for taxes or assessments solely imposed upon new development, any subsequently enacted City-wide taxes or assessments shall apply to the Project provided that (1) such taxes or assessments have general applicability on a City-wide basis and do not discriminate against Developer; (2) the application of such taxes or assessments to the Property is prospective; and (3) the application of such taxes or assessments would not prevent development in accordance with this Agreement.

D. Right to Contest. Nothing contained herein shall prevent Developer from paying any such fee, tax, or assessment under protest, or otherwise asserting its legal rights to protest or contest a given fee, tax, or assessment assessed against the Project or the Property.

E. Engineering Design Fees. Developer hereby understands and agrees that all fees for all engineering associated with the preparation of the improvement plans, specifications, estimates, preparation of grant and/or easement deeds and any other engineering expenses associated with the Project are the responsibility of the Developer. This includes all design costs, engineering costs and plan check fees associated with the design of all street, storm drain, sewer, water and necessary appurtenances associated with the Project for both onsite and offsite improvements, including the Off-Site Improvements referenced on Exhibit B and listed on Exhibit C; provided that if the City is successful in obtaining reimbursement from the Grant (defined in Exhibit B) funds for all or portion of the fees incurred by Developer for the design and/or engineering associated with the Off-Site Improvements, then the amount of the contribution required to be made by the Developer as set forth in Exhibit B shall be reduced by the amount obtained by City from the Grant for such design and/or engineering costs.

F. Rights-of-Way and Easements. Developer hereby understands and agrees to provide the City with all necessary deeds and exhibits associated with the dedication of the proposed public road and rights-of-way for the construction of the road and utilities within the Project. Developer agrees to dedicate said right-of-way in fee to the City at no cost to the City. Additionally, the Developer also agrees to dedicate any necessary onsite and offsite easements for the installation and ongoing use of roadways and utilities associated with the Project with language acceptable to the City. All costs associated with preparation of deed or easement documents, as well as the dedication of all rights-of-way and easements shall be solely borne by the Developer.

10. Amendment or Cancellation.

A. Modification Because of Conflict with State or Federal Laws. 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 provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such State or Federal laws or regulations. Any such amendment or suspension of the Agreement shall be approved by the City Council. If such modification or suspension is infeasible in Developer's reasonable business judgment, then Developer may elect any one or more of the following in any sequence:

- (i) To terminate this Agreement by written notice to City;
- (ii) To challenge the new law preventing compliance with the terms of this Agreement, and extend the Term of this Agreement for the period of time required to make such challenge. If such challenge is successful, this Agreement shall remain unmodified, except for the extension of the Term and shall remain in full force and effect. To the extent any such challenge shall impose or require the expenditure of any funds for any purpose by the City, all such costs and expenses incurred shall be reimbursed by Developer to City within sixty (60) days of demand therefor.

B. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law.

C. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer, and refinements and further development of the Project may demonstrate that clarifications with respect to the details of performance of City or Developer or minor revisions to the Project are appropriate. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications or minor modifications are necessary or appropriate, they shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. The City Attorney shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to require City Council approval of an amendment hereof pursuant to Section 10(B) hereof. The parties agree that modifications which would be categorized as exempt under CEQA, or which, after an initial study, the City determines do not require any further environmental review, or do not increase the density or intensity of use or the maximum height, bulk, size or architectural style of proposed buildings may be effectuated through operating memoranda pursuant to this Section. The City Manager may execute any operating memoranda hereunder without further City Council action.

D. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be cancelled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the same procedure used when entering into this Agreement.

11. Annual Review.

A. Review Date. The annual review date for this Agreement (the "Review Date") shall be one year following the Effective Date and the annual anniversary of said date each year thereafter.



B. Annual Review Process. The Community Development Director, or other individual designated by City, shall initiate the annual review by giving to Developer no later than sixty (60) days following the Review Date written notice that the City intends to undertake such review for the annual period ending with the Review Date. Developer shall provide evidence of good faith compliance with the terms and conditions of this Agreement to the Community Development Director within thirty (30) days following receipt of the Community Development Director's notice. The Community Development Director shall review the evidence submitted by Developer and shall, within thirty (30) days following receipt of Developer's evidence, make a recommendation to the City Council either (a) that the City Council find that Developer has demonstrated good faith compliance with the terms and conditions of this Agreement or (b) that the City Council find that Developer has not demonstrated good faith compliance with the terms and conditions of this Agreement, setting forth with specificity the basis on which the Community Development Director makes his recommendation of a finding of non-compliance. Developer shall provide additional evidence as and when reasonably determined necessary by the Community Development Director.

C. Public Hearing. Following the Council's receipt of the Community Development Director's review and recommendation, the Council shall convene and hold a public hearing on Developer's performance and good faith compliance with the terms and conditions of this Agreement. Such public hearing shall be held during a regular City Council meeting no more than thirty (30) days following the Council's receipt of the Community Development Director's review and recommendation. The burden of proof of good faith compliance with the terms of this Agreement shall be upon the Developer.

D. Determination. If the City Council finds and determines that the Developer 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. If the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms and conditions of this Agreement during the period under review, and Developer has been notified and given an opportunity to cure in accordance with the provisions of Section 12(B) below, the Council may modify or terminate this Agreement in accordance with State law.

E. Fee for Annual Review. The fee for City's annual review shall be paid by Developer, and shall not exceed the costs of reimbursement of City staff time and expenses at the customary rates then in effect.

F. Failure to Hold Review. In the event that City does not initiate an annual review or that the City Council does not make its determination within six months of the Review Date for a given year, then it shall be deemed conclusive that Developer has complied in good faith with the terms and conditions of this Agreement during the period under review

12. Default.

A. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence an action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day



period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

B. Exclusive Remedy. The parties hereto acknowledge that the material covenants, obligations and other provisions to be performed under this Agreement are of a special, unique and extraordinary character, and that irreparable injury will result from any violation or continuing violation of the provisions of this Agreement for which money damages may not be an adequate remedy. Accordingly, except as may be expressly provided in this Agreement, the parties agree that in the event of any default or threatened default by any party hereto of any material covenant, obligation or other provision set forth in this Agreement, the other party's sole and exclusive remedy shall be to seek in accordance with applicable law, (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such default or threatened default.

C. Waiver of Damages. Notwithstanding anything to the contrary contained in this Agreement, no party to this Agreement shall be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract or tort, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

D. Judicial Reference. Pursuant to Code of Civil Procedure Section 638, et seq., all actions shall be heard by a referee who shall be a retired judge from either the Glenn County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Developer and City shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Developer and City are unable to agree on a referee within ten days of a written request to do so by either party thereto, either party may seek to have one appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Section 12(D) shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution.

E. Estoppel Certificate. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a written request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of City shall be authorized to execute any certificate requested by Developer. The failure to deliver such certificate within such time shall be conclusive evidence upon the party which fails to deliver such statement that this Agreement is in



full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. Failure to execute such an estoppel certificate shall not be deemed a default.

13. Mortgagee Protection: Certain Rights of Cure.

A. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

B. Mortgagee Not Obligated. Notwithstanding the provisions of Section 13(A) above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion of improvements; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals and by this Agreement and only upon payment to City of any delinquent and current fees and other mandatory obligations due under this Agreement.

C. Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of claimed default set forth in the City's notice.

14. Severability. The unenforceability, invalidity or illegality of any provision, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal, except that if it is determined in a final judgment by a court of competent jurisdiction that Developer's rights are not vested in the manner and to the extent agreed to herein, then the Parties shall meet and confer in a good faith attempt to agree on a modification to this Agreement that shall fully achieve the purposes hereof. If such a modification cannot be agreed upon, then Developer or City may terminate this Agreement upon 90-days' written notice to the other Party.

15. Attorneys' Fees and Costs. If City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall



reimburse City for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding. City shall not reject any financial settlement acceptable to Developer, provided that Developer pays any and all consideration which is part of said settlement; if City does reject any financial settlement acceptable to Developer, City may continue to defend such action at its own expense.

16. Transfers and Assignments.

A. Right to Assign. Developer's rights hereunder may be transferred, sold or assigned in conjunction with the transfer, sale, or assignment of all or a portion of the Property subject hereto at any time during the term of this Agreement.

B. Release Upon Transfer. Upon the transfer, sale, or assignment of Developer's rights and interests hereunder pursuant to the preceding subparagraph of this Agreement, Developer shall be released from the obligations under this Agreement with respect to the Property transferred, sold, or assigned, arising after the transfer, sale, or assignment; provided, however, that in no event shall Developer be released of its obligation to make the payments to City totaling \$535,715.00 plus interest described in Exhibit B attached hereto regardless of any transfer, sale or assignment of the Property or any assumption of obligations under the Agreement by third parties.

C. Foreclosure. Nothing contained in this Section 16 shall prevent a transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to City.

17. Agreement Runs with the Land. Except as otherwise provided herein, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

18. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.



19. Indemnification. Developer agrees to indemnify and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs and liability for any personal injury or property damage which may arise directly or indirectly as a result of the negligence or willful misconduct of Developer, or the negligence or willful misconduct of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project. City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives shall not be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract or tort, and Developer hereby waives all such claims.

20. Insurance.

A. Public Liability and Property Damage Insurance. During the term of this Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than Two Million Dollars (\$2,000,000) per claim. The policy so maintained by Developer shall name the City as an additional insured.

B. Workers Compensation Insurance. During the term of this Agreement Developer shall maintain Workers Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Workers Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

C. Evidence of Insurance. Prior to City Council approval of this Agreement, Developer shall furnish City satisfactory evidence of the insurance required in Sections 20(A) and 20(B) and evidence that the carrier is required to give the City at least thirty (30) days' prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer and each contractor and subcontractor performing work on the Project.

21. Force Majeure. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the term of this Agreement shall be similarly extended during any period of delay caused at any time by reason of: acts of God such as floods, earthquakes, fires, or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the party's control; shortage of materials; the enactment of new laws or restrictions imposed or mandated by other governmental or quasi-governmental entities preventing this Agreement from being implemented; litigation involving this Agreement or the Project Approvals, which delays any activity contemplated hereunder; or other causes beyond a party's control. City and Developer shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

22. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, by overnight delivery or by facsimile.



Notices required to be given to City shall be addressed as follows:

City of Willows
201 North Lassen Street
Willows, California 95988
Attn: City Manager

Notices required to be given to Developer shall be addressed as follows:

California Land Investors, LLC
c/o Basin Street Properties
1383 N. McDowell Blvd., Suite 150
Petaluma, CA 94954
Attn: Director of Development and General Counsel

A party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon the earlier of personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

23. Agreement is Entire Understanding. This Agreement is executed in four duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties.

24. Exhibits. The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

- Exhibit A List of Project Approvals
- Exhibit B Additional Conditions
- Exhibit C Off-Site Improvements
- Exhibit D Legal Description of Property

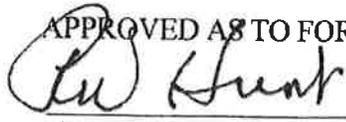
25. Recordation of Development Agreement, Amendment or Cancellation. Within ten (10) days after the Effective Date hereof, the City Clerk shall submit a fully-executed original of this Agreement for recording with the County Recorder. If the parties to the Agreement or their successors-in-interest amend or cancel the Agreement or if the City terminates or modifies the Agreement for failure of the Developer to comply in good faith with the terms or conditions of the Agreement, the City Clerk shall submit for recording the notice of such action with the County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.



CITY OF WILLOWS:

By: 
Gary Hansen, Mayor
company

APPROVED AS TO FORM:

City Attorney, Robert Hunt

Developer:

CALIFORNIA LAND INVESTORS LLC,
a California limited liability

By: G & W Ventures, LLC,
a California limited liability company,
its Manager

By: 
Matthew T. White, Manager

(NOTARIZATION ATTACHED)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Effective January 1, 2015 (CIVIL CODE 1189)

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

STATE OF CALIFORNIA)

COUNTY OF GLENN)ss

On May 10, 2016, before me, NATALIE BUTLER, City Clerk for the City of Willows, personally appeared GARY HANSEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Natalie Butler

Natalie Butler, City Clerk, City of Willows, CA

SEAL

SEAL



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Effective January 1, 2015 (CIVIL CODE 1189)

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

STATE OF CALIFORNIA)

COUNTY OF GLENN)ss

On May 10, 2016, before me, NATALIE BUTLER, City Clerk for the City of Willows, personally appeared ROBERT HUNT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Natalie Butler
Natalie Butler, City Clerk, City of Willows, CA

SEAL

SEAL



EXHIBIT A
List of Project Approvals

2016-1956 19 of 99


CC RESOLUTION NO. 39-2010

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION
MONITORING & REPORTING PROGRAM FOR THE SOUTH WILLOWS
RESIDENTIAL NEIGHBORHOOD PROJECT AND APPROVING TENTATIVE
MAP (TM09-02), USE PERMIT (UP09-04) AND PLANNED DEVELOPMENT
(PD09-02) ON APPEAL FOR PROPERTY LOCATED IN THE SOUTHERN
PORTION OF THE CITY OF WILLOWS, SOUTH OF GLENN COLUSA
IRRIGATION CANAL, EAST OF INTERSTATE 5, AND WEST OF TEHAMA
STREET (ROUTE 99) SPECIFICALLY ASSESSORS PARCEL NUMBER(S) 001-
091-012, 001-101-003, 001-102-014, 017-170-011 & 017-170-017**

WHEREAS, the applicant, Basin Street Properties, has proposed a residential project (143+/- acres) consisting of a major subdivision, Use Permit, and Planned Development application (including Residential Design Guidelines and PD Standards) to develop South Willows Residential Neighborhood consisting of 448 single family residential lots, 5 commonly owned parcels (Parcels A, B, C, D) for use as open space buffers and a neighborhood park; and,

WHEREAS, the project site is zoned "R-1 Single Family Residential with a PD Overlay and Open Space", and that the Planned Development (PD) Combing District is intended to provide flexibility in land use intensity and design for uniquely situated properties; and

WHEREAS, in accordance with the City of Willows Zoning Ordinance, the PD Combining District overlay requires the approval of a Use Permit; and

WHEREAS, notices of the Planning Commission meetings held on September 1st, 8th & 29th, 2010 to hear the project proposal was published in a newspaper of general circulation in the City in accordance with law, and mailing to property owners for the September 1st meeting who were within 400 feet were sent; and

WHEREAS, the Planning Commission did, on September 1st, 8th, and 29th, 2010, hold a public hearing to consider all public oral and written comments, letters and documents, staff reports, and all other documents and evidence which are a part of the Record; and

WHEREAS, the Planning Commission at the September 29, 2010 meeting, by a majority vote, denied the project based upon findings that the traffic generated from the proposed residential development would present undue risks to the public health, safety, property, and welfare of the community and would be inconsistent with the character, desire, and needs of the community; and

WHEREAS, the applicant has submitted a Letter of Appeal to the City of the Planning Commission decision within fifteen days from the date of decision; and

WHEREAS, notice of the City Council meeting held on October 12, 2010 was published in a newspaper of general circulation in the City in accordance with law; and

WHEREAS, the City Council has reviewed all evidence submitted in connection with the application, including public testimony, staff report, supporting documentation, City codes and regulations, and all other relevant documents and evidence which are part of the record of proceedings; and



WHEREAS, the City Council finds that based upon preparation of an Initial Study, pursuant to the California Environmental Quality Act (CEQA Section 15070) a Mitigated Negative Declaration is hereby adopted in association with this proposal; and

WHEREAS, the City Council finds that on a cumulative basis, there is evidence in the record that this project will contribute to cumulative impacts upon fish and wildlife due to a reduction in natural habitat and therefore does not qualify for a de minimus exemption from State Fish and Game fee. The applicant will be responsible for payment of these fees as authorized by Section 711.4 of the Department of Fish and Game Code; and

WHEREAS, the following findings are made with respect to Tentative Map (TM09-02):

- A. That the project is consistent with the City of Willows General Plan and Zoning Ordinance.
The project site is referenced in the General Plan as a Special Development Area, specifically The Murphy Property. The project as conditioned ensures that this development adheres to the policy statements listed for this Special Development Area. The current zoning is consistent with the intended use of the site. The Planned Development Plan is consistent with the intent of the Planned Development Combining District.
- B. That the parcel is physically suitable for the type of use proposed.
The proposed uses for the parcel(s) (residential and open space) are physically suitable for the property
- C. That the proposed use of the parcel will not cause substantial environmental damage or substantially injure wildlife or their habitat.
The proposed use of the parcel(s) as conditioned will not cause substantial environmental damage or substantially injure wildlife or their habitat.
- D. That the approval of the proposed tentative map will not cause serious public health problems.
The project as conditioned will not cause serious public health problems.
- E. That the project is consistent with the Subdivision Map Act.
The project Tentative Map has been reviewed according to the Subdivision Map Act (SMA) and approved by the City Engineer and is therefore consistent with the Subdivision Map Act.

WHEREAS, the following findings are made with respect to Use Permit (UP09-02/PD09-02):

1. That the Use is consistent with the purposes of the district in which the site is located.
The site is currently zoned R-1/PD/OS which allows for Single Family Residential uses to be developed on the site. The proposed Residential Development Standards provide a list of permitted and conditionally permitted uses and which proposed standards provide set back, height, and to ensure future development is sensitive to surroundings. Individual project Design Review will occur prior to approval of building permits.



2. That the proposed location of the use and the conditions under which it may be operated or maintained will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

The proposed development will be developed and operated under the current R-1 Zoning Classification. Given the surrounding residential properties and the provisions of generous open space buffers to the west, east and south, future development will be harmonious with these properties and not conflict with or otherwise create detrimental impacts. The adopted conditions of approval will ensure that the Project will not be detrimental to the public health, safety, or welfare or materially injurious to properties. Site development will require building permits and other agency approval prior to construction.

3. That the proposed use is in conformance with the General Plan.

The project site is referenced in the General Plan as a Special Development Area, specifically The Murphy Property. The project as conditioned ensures that this development adheres to the policy statements listed for this Special Development Area.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Willows does hereby find that the project as conditioned is consistent with the City of Willows General Plan, the City of Willows Municipal Code, the City of Willows Zoning Ordinance, and the Subdivision Map Act, and hereby on appeal approve Tentative Map (TM09-02), Use Permit (UP09-04) and Planned Development (PD09-02) for the South Willows Residential Neighborhood Development, subject to the attached conditions of approval set forth in Attachment #2 and modified conditions presented at the meeting; and,

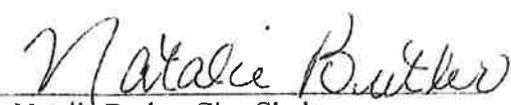
IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Willows on Tuesday, the 12th day of October 2010, by the following vote, to wit:

AYES: Holvik, Towne, Yoder & Hansen
NOES: None
ABSTAIN: None
ABSENT: Baker (due to recusal)

APPROVED: _____


Gary Hansen, Vice Mayor

ATTEST: _____


Natalie Butler, City Clerk



PC RESOLUTION NO. 8 - 2009

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILLOWS FOR ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF USE PERMIT #UP09-01, PLANNED DEVELOPMENT #PD09-01 AND TENTATIVE MAP #TM09-01 FOR THE PROPERTY LOCATED THE SW CORNER OF TEHAMA STREET AND CR 53, EAST OF INTERSTATE 5, ASSESSORS PARCEL NUMBERS 017-170-011; 001-091-012; 001-102-014; 001-101-003.

WHEREAS, the applicant, Basin Street Properties, has proposed a project (55+- acres) consisting of a major subdivision, use permit application, and Planned Development combining district application (including Design Guidelines and Proposed Use Types) to develop the South Willows Commercial/Industrial Center consisting of 22 lots, 2 commonly owned parcels (Parcels A and B, detention pond areas), and a remainder parcel (143+- acres); and

WHEREAS, notice of the Planning Commission meeting held on July 29, 2009 to hear the project proposal was published in a newspaper of general circulation in the City in accordance with law, and mailing to property owners within 400 feet were sent; and,

WHEREAS, the Planning Commission did, on July 29, 2009, hold a public hearing to consider all public oral and written comments, letters and documents, staff reports, and all other documents and evidence which are a part of the Record; and,

WHEREAS, the Planning Commission has reviewed all evidence submitted in connection with the application, including public testimony, staff report, supporting documentation, City codes and regulations, and all other relevant documents and evidence which are part of the record of proceedings; and

WHEREAS, the Planning Commission finds that based upon preparation of an Initial Study, pursuant to the California Environmental Quality Act (CEQA Section 15070, a Mitigated Negative Declaration is hereby adopted in association with this proposal; and

WHEREAS, the Planning Commission finds that on a cumulative basis, there is evidence in the record that this project will contribute to cumulative impacts upon fish and wildlife due to a reduction in natural habitat and therefore does not qualify for a de minimus exemption from State Fish and Game fee. The applicant will be responsible for payment of these fees as authorized by Section 711.4 of the Department of Fish and Game Code; and

WHEREAS, the following findings are made with respect to #TM09-01:

- A. That the project is consistent with the City of Willows General Plan and Zoning Ordinance.
- B. That the parcel is physically suitable for the type of use proposed.



- C. That the proposed use of the parcel will not cause substantial environmental damage or substantially injure wildlife or their habitat.
- D. That the approval of the proposed tentative map will not cause serious public health problems.
- E. That the project is consistent with the State Subdivision Map Act.

WHEREAS, the following findings are made with respect to #UP09-01/PD09-01:

- F. That the use is consistent with the purposes of the district in which the site is located.

The proposed uses have been reviewed and found to be consistent with the purposes of the CG/ML/PD district; individual project review will occur prior to approval of necessary building permits.

- G. That the proposed location of the use and the conditions under which it may be operated or maintained will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

Adopted Conditions of Approval will ensure that the Project will not be detrimental to the public health, safety, or welfare or materially injurious to properties. Site development will require building permits and other agency approvals prior to construction.

- H. That the proposed use is in conformance with the General Plan.

The proposal has been reviewed in conjunction with the City of Willows General Plan and found to be consistent with the goals and objectives of the Plan.

NOW THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Willows does hereby find that the project as conditioned is consistent with the City of Willows General Plan, the City of Willows Municipal Code, the City of Willows Zoning Ordinance; and the Subdivision Map Act, and hereby approves #TM09-01/#UP09-01/#PD09-01 subject to the findings contained in this resolution and attached conditions of approval set forth in Attachment #2; and,

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission of the City of Willows on Wednesday, the 29th day of July 2009, by the following vote, to wit:

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____

APPROVED: _____
 Larry Domenighini, Chairperson

ATTEST: _____
 Recording Secretary



CONDITIONS OF APPROVAL
SOUTH WILLOWS COMMERCIAL/INDUSTRIAL DEVELOPMENT
#TM09-01/#UP09-01/#PD09-01
SW CORNER OF TEHAMA STREET AND CR 53, EAST OF INTERSTATE 5
ASSESSOR PARCEL #'s 017-170-011; 001-091-012; 001-102-014; 001-101-003

Public Works/City Engineer Conditions of Approval
for the
South Willows Development
(Basin St. Properties)
July 2009

Note: Underlined text added by Planning Commission – July 29, 2009

General Conditions:

1. The Developer shall design and construct all improvements and facilities shown on any approved tentative map, site plan, or other documents submitted for permit approval, in accordance with the Willows Municipal Code (WMC), the City of Willows Design and Construction Standards. Approval of a tentative map depicting improvements that do not conform to the WMC or City standards does not constitute approval of an exception to the WMC or City standards unless explicitly stated herein or in another City resolution.
2. The developer shall be responsible for all City plan check, map check and inspection costs. The developer shall deposit funds with the City upon the initiation of plan check services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual plan check and inspection costs.
3. The developer shall enter into a Subdivision Improvement Agreement with the City and provide bonding for any unconstructed portion of the development at the time the final map is recorded.
4. The developer shall provide the City with copies of the CC&R's for the development prior to recordation of the final map. The CC&R's shall include provisions for maintenance of all privately maintained landscape areas, utilities, driveways, EVA's, drainage facilities, etc. as shown on the project plans. The CC&R's shall meet the City's satisfaction prior to recording of the final map.
5. The entire list of the Conditions of Approval shall be placed on the local agency sheet of the parcel map. Development plans for each lot are subject to review and approval by the City prior to issuance of development of any lot within this development.
6. If any of the improvements which the applicant is required to construct or install is to be constructed or installed upon land in which the applicant does not have title or interest sufficient for such purposes, the applicant shall do all of the following at least 60 days prior to the filing of the final or parcel map for approval pursuant to Government Code Section 66457:



- a) Notify the City of Willows (hereafter "City") in writing that the applicant wishes the City to acquire an interest in the land which is sufficient for such purposes as provided in Government Code Section 66462.5;
 - b) Supply the City with (i) a legal description of the interest to be acquired, (ii) a map or diagram of the interest to be acquired sufficient to satisfy the requirements of subdivision (e) of Section 1250.310 of the Code of Civil Procedure, (iii) a current appraisal report prepared by an appraiser approved by the City which expresses an opinion as to the current fair market value of the interest to be acquired, and (iv) a current Litigation Guarantee Report;
 - c) Enter into an agreement with the City, guaranteed by such cash deposits or other security as the City may require, pursuant to which the applicant will pay all of the City's cost (including, without limitation, attorney's fees and overhead expenses) of acquiring such an interest in the land.
7. All existing and proposed utilities (both on-site and along project's Tehema Street frontage) shall be placed underground. This does not include surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.
 8. Any existing wells, septic tanks and/or underground fuel storage tanks found on the development site shall be abandoned under permit and inspection of Glenn County Department of Health Services or other designated agency. If there are none, the applicant shall provide a copy of the Phase I Environmental Assessment describing the scope of the search done to make this determination.
 9. The tentative map indicates that this project will be phase. In discussions with the applicant, it is our understanding that phasing may or may not include phases as are shown on the tentative map. Accordingly, dependent on the phasing that actually occurs, additional conditions of approval may be necessary. The City reserves the right to consider either modification of these conditions or placement of additional conditions as each phase is built. The City engineer shall verify that infrastructure for each phase is sufficient to serve that phase.

Improvement Plan and Construction Conditions:

10. Improvement plans shall be prepared and submitted by a California Registered Civil Engineer for the construction of all necessary and required on-site and off-site improvements including grading, water, sanitary sewer, storm drain facilities, roadway improvements, signing, striping, curbs, gutters, sidewalks, parkway strips and streetlights. All design and construction shall conform to the City of Willows Design and Construction Standards, as applicable. During the plan checking process for the development, the applicant's engineer shall respond in writing to the matrix that shall be provided with the plan check containing all conditions of approval and any mitigation measures from the environmental analysis. Responses shall describe how the condition has been met and shall, where applicable state the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of the final map and improvement plans.
11. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, expansive



soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.

12. The applicant shall provide an environmental soil analysis addressing the possible presence and appropriate mitigation of fertilizers and other contaminants at the site. The applicant shall be responsible for implementing any recommended mitigation measures with the project.
13. All private water mains, sewer mains and storm drains shall be clearly labeled "Private" on the improvement plans.
14. Improvements plans shall include a storm water pollution prevention plan. Erosion control measures shall include hydroseeding of all graded slopes within 60 days of completion of grading.
15. Landscaping/Planting:
 - a. The Applicant shall show in the improvement plans and shall install necessary root barriers to ensure that root systems from proposed street trees will not result in any encroachment that will cause damage to proposed right of way improvements, including streets, curbs, gutters, sidewalks and buried utilities (water, sewer, storm drain, and private utility company facilities.)
 - b. The Applicant shall select a street tree that shall be such that the branches do not interfere with commercial truck traffic.
 - c. The Applicant shall submit irrigation and drainage plans for all street landscaping.
 - d. If any of the areas within the development are going to be included for maintenance in the City's Landscape and Lighting Assessment District, all areas to be maintained shall be contained in a parcel that will be dedicated in fee to the City on the Parcel Map. Additionally, the applicant shall sign a waiver waiving the right to protest inclusion within the district and shall be responsible for all assessment engineering costs incurred in the initial year for annexing this property into the existing assessment district

16. Roadway Improvements:

- a. The structural section of all road improvements shall be designed based upon a geotechnical investigation that provides the basement soils R-value and expansion pressure test results. A copy of the geotechnical report shall also be submitted with the first plan check of the improvement plans.
- b. Where new roadway improvements abut existing paving, the existing pavement section shall be saw-cut and reconstructed to provide adequate conforms. The limits of such reconstruction shall be as determined by the City Engineer.
- c. Pavement markings and signage shall be provided on all streets as necessary and as required by the City Engineer. Signage restricting parking and red painted curbing shall be installed where required. Speed limit signs and other regulatory and informational signs shall be installed at locations approved by the City Engineer.



- d. Street lighting shall be designed to meet safety requirements and minimize glare. Street light standard and luminaries of the design, spacing, and locations shall be approved by the City Engineer. All lighting must have shields.
- e. Commercial Street shall be 48-foot curb to curb width and shall include an additional 10 feet from face of curb to right-of-way on both sides of the street. The structural section of the road shall be designed to support a minimum Traffic Index of 8.0. The road shall be striped to include centerline striping, stop signs, stop bars and other striping that may be required on the improvement plans. The street shall be designed in such a way as to provide a walking area on the south side of the street (in-between the curb and gutter and the right-of-way) for pedestrians that will not conflict with landscaping.
- f. Tehama Street shall be improved to include tapers for entry, left turn pockets, acceleration and deceleration lanes and a transit stop. All design shall be per the City's Design and Construction Standards and Caltrans standards.
- g. Prior to the approval of the improvement plans and parcel map, the applicant shall submit written evidence (an executed easement deed) showing that the proposed EVA on the adjacent property to the south has been approved and granted by the property owner. The EVA shall be maintained privately.
- h. The EVA easement between lots 19/20/21 and along the easterly $\frac{1}{2}$ of the southerly boundary of the project shall be 30 feet in width and shall include an improved 20 foot wide paved road with sufficient structural section to support fire and other emergency vehicles. The fully improved EVA shall extend from Commercial Street to its intersection with Tehama Street. The EVA shall be privately maintained. Maintenance provisions shall be included within the CC&R's for the development. The EVA easement shall extend across the proposed Parcel B. Access to the EVA shall be coordinated with the City and gates with Knox boxes shall be required at certain points to prohibit ongoing use of this EVA for non-emergency access to the project site.
- i. The applicant shall irrevocably dedicate on the parcel map sufficient right of way width (minimum of 45 feet) along the same alignment as the EVA for eventual construction of a full City street. Improvements adjacent to this irrevocable offer of dedication shall be such that no structures or significant hard-scape improvements will have to be removed if and when the road is installed. It is the City's intent to provide an opportunity to have a street constructed in this location to provide for circulation to the property to the south.
- j. The design of the bridge at the intersection of Commercial Street and Tehama Street shall be fully improved to provide for turning movements into and out of the development, shall include a 5-foot sidewalk on one side and shall be capable of supporting fully loaded semi trucks. The bridge design shall include railing, guardrails per FHWA standards. Bridge construction shall be such that it does not impact the hydraulic carrying capacity of the existing ditch along Tehama during a 100-year flood event. Water and dry utilities that will be hung off the bridge will be supported by brackets and shall be

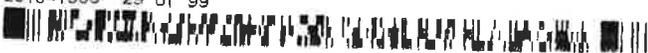


constructed on the downstream side of the bridge.

- k. The design of all temporary (with each phase) and permanent cul-de-sacs shall be capable of turning a semi tractor/trailer. This shall be demonstrated through the use of truck templates to establish required radii. The permanent cul-de-sac shall include surfacing material that will not degrade under tire turning movements. Any temporary cul-de-sacs shall be designed such that storm water is picked up through approved and constructed storm drain facilities and transmitted to either Parcel A or B.
- l. All access roads providing access to lots off of Commercial Street shall be private and shall be privately maintained. CC&R's or maintenance agreements (to the city's satisfaction) shall be executed and recorded with the final map.
- m. All internal access roads shall be designed with adequate turnarounds.

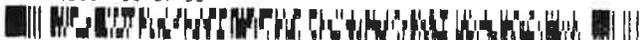
17. Water and Sanitary Sewer Improvements:

- a. All public water improvements shall be in conformance with Cal Water Standards. All improvement plans associated with water improvements shall be submitted to both the City and Cal Water and shall ultimately be approved by Cal Water prior to approval of the overall improvement plans for the development. All public water mains shall be installed within the public right-of-way or approved public utility easements. Any easements must be obtained prior to construction.
- b. The applicant shall submit a water supply analysis that demonstrates adequate fire flows will be available at all fire hydrants locations. This plan shall be reviewed and approved by the Fire Marshall.
- c. The offsite water main in Tehama Street will require an encroachment permit from the City and all work within the right-of-way will be subject to the requirements of the City of Willows. The water main alignment in Tehama Street shall be such that it will have minimum impact on the current paved surface of the road.
- d. All public sewer mains must be located in public right-of-way wherever possible. Where public water and sewer mains must be located on private property, all necessary easement dedications must be made prior to signing of the improvement plans for the project by the City.
- e. The developer shall design and install water and sewer improvements along the entire frontage of this development in Tehama Street. At the northerly and southerly limits, all lines shall be appropriately ended (with cleanouts, blow-offs, etc.)
- f. Sewer grades must be designed such that ultimate finished floors are a minimum of 12" above upstream manhole or clean-out rim elevations. Inadequate elevation differentials or grade on private laterals, as determined by the City, must be mitigated by either raising finished floor elevation(s) or



installing privately owned and operated sewer lift station(s) with grinder/ejector pump(s) on site.

- g. All sewer laterals serving all parcels within this development shall be considered private from their connection point at the proposed sewer main in Commercial Street and shall be privately maintained. The overall maintenance agreement and/or Covenants, Codes and Restrictions (CC&R's) for the development shall address maintenance of all private sewer mains to the city's satisfaction.
- h. The developer shall be responsible for obtaining all easements associated with the construction of the sewer line connecting to the City's 18-inch sewer line on the east side of the railroad tracks. The developer shall provide proof of permission, in writing, to the City from all impacted properties (including the Railroad) prior to approval of the improvement plans. Construction under the railroad right-of-way shall be done per jack and bore method (no directional drilling allowed.) The developer shall be required to submit evidence that the conduit that will house the sewer line was put in at the proper grade. This sewer line shall require an encroachment permit from the City for installation. As part of the requirements, when the new manhole is constructed on the existing 18-inch sewer line, the developer shall be required to maintain flow in the existing sewer line during the entire construction process. If pumping around construction is necessary, the contractor will be required to install an adequately sized pump/generator set and provide one back-up pump/generator set to ensure that there is no down time (the line flows full nearly 24 hours/day.) If pumping is required, the developer shall provide man-power 24 hours per day to monitor the pumps to ensure operations are maintained and any problems can be addressed immediately.
- i. The developer shall be responsible to appropriately size the section of sewer main between the existing 18-inch sewer main and the manhole to the entry of the proposed project, as well as the two sewer lines in the north/south direction to ensure that they are appropriately sized to handle future development in the area. An engineering analysis will be required to be submitted with the first submittal of the improvement plans showing assumptions, flows and sizing.
- j. The sewer line from the proposed manhole in Tehema Street into the site is required to go under the existing drainage channel on the west side of the street. The alignment of the sewer line shall be such that at the crossing of the drainage channel the line will not be placed under the proposed bridge structure (to ensure maintenance on the line can take place in the future.) Easements necessary for construction of this alignment shall be provided on the parcel map.
- k. The improvement plans shall show water and sewer services stubbed to all lots not having street frontage. All such utilities shall be in utility easements to each of the lots.
- l. The developer shall be responsible for installing a reclaimed water line in the alignment and to the extent as shown on the improvement plans. The size of



said line shall be determined during the design of the project, but shall be sufficiently sized to serve this project and the proposed project to the north (at a minimum.)

18. Storm Drain Improvements:

- a. The applicant shall submit for review and approval, drainage plans and hydraulic calculations prepared by a Registered Civil Engineer. All project related flooding impacts shall be mitigated by the project developer. Drainage improvements shall be designed in accordance with the Design Criteria utilizing the rationale method and any applicable adopted City drainage plans. The drainage plans and calculations shall indicate the following conditions before and after development:
 - o Quantities of water, water flow rates, major water courses, drainage areas and patterns, diversions, collection systems, flood hazard areas, sumps and drainage courses. Hydrology shall be per the City Engineer's direction.
- b. Post-development off-site flows shall not exceed pre-development flows
- c. The capacity and condition of existing drainage facilities downstream of the development shall be analyzed and off-site drainage improvements shall be constructed as necessary. Site grading and drainage improvements shall be shown on the improvement plans. This condition may be eliminated subject to approval of the City Engineer.
- d. All proposed detention ponds associated with this project shall be sized to handle 100-year storm event flows. All public storm drain piping and inlets in or adjacent to streets shall be sized to handle a minimum of 10-year storms.
- e. The proposed access bridge from Tehama Street to the site shall be constructed so that the bridge does not encroach or impact the 100-year flows in the existing drainage channel.
- f. For any public storm drain constructed outside of the right-of-way, pipe sizes shall be a minimum of 15-inches in diameter and shall be contained within 15 foot wide storm drain utility easements. Said easements shall prohibit construction of any permanent improvements adjacent/abutting to the easement to ensure that if maintenance or replacement is necessary that construction equipment will not impact any structures. Additionally, single pipes shall be required (as opposed to multiple smaller sized pipes) in all storm drains outside of the right of way.
- g. 100-year overland flow routes shall be provided for all inlets in sump conditions. The overland flow routes shall be contained in easements and improvements within the easements shall be limited to landscaping that will not significantly impede the flows. The overland flow routes shall extend from Commercial Street to either of the detention ponds.
- h. All drainage ditches adjacent to Interstate 5 on lots 1 and 2 shall be privately maintained.
- i. The improvement plans shall provide at least two access points to each of parcels A and B for maintenance.

- j. A maintenance district shall be set up for this development to fund all maintenance of Parcels A and B, as well as the existing drainage ditch along Tehama Street. The developer shall be responsible to pay all cost for the creation of the maintenance district (1982 Act Assessment District.) Subject to approval of the City Engineer, an alternate instrument may be used for maintenance of Parcels A and B; and reference to the Tehama ditch may be deleted.
- k. There shall be no lot to lot drainage allowed without easements.
- l. The improvement plans shall show facilities acceptable to the City for the release points of Parcels A and B into the ditch along Tehama Street. These may or may not be the flap gate concept that is shown on the tentative map.
- m. The applicant shall provide a clean storm water runoff plan and an associated clean storm water facility operations and maintenance plan in accordance with applicable local and state requirements.
- n. The detention basins and EVA embankments shall be designed and constructed for saturated soil conditions and in accordance with the recommendations of the project soils engineer.

Final Map Conditions:

- 19. A final map, as defined in the State Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer, showing all parcels, rights-of-way, and easement(s) shall be filed with the City Engineers Office. The final map shall be substantial conformance with the approved Tentative Map and all applicable conditions of approval. The final map is not valid until it has been approved and recorded.
- 20. The developer shall secure all necessary rights-of-way and easements for both onsite and offsite improvements. Rights-of-way and easements shall be dedicated on the map or provided by separate instrument. The developer shall prepare all necessary legal descriptions and deeds. The following offers of dedication shall be made to the City:
 - o All rights of way associated with improvements along Tehama Street
 - o All right of way associated with Commercial Street.
 - o All utility easements needed to support the public utilities needed with this project.
 - o Parcels A and B (including combining lot 22 with Parcel B.)
 - o Access easements from Commercial Street to approved access points for Parcels A and B. The portion of these access easements across lots 3, 12 and 17 can be provided by separate deed, if so desired. The access easements over lots 3, 12 and 17 can differ from what is shown on the Tentative Map if development of these lots are such that relocation of these easements are needed to support development of these lots.
- 21. The applicant shall transmit by certified mail a copy of the conditionally approved Tentative Map together with a copy of Section 66436 of the State Subdivision Map Act to each public entity or public utility that is an easement holder of record. Written compliance shall be submitted to the City of Willows



22. The final map shall not be approved prior to approval of the improvement plans.
23. Prior to approval of the final map, the developer shall either complete required improvements in accordance with the approved improvement plans, or enter into an Improvement Agreement. A certificate of occupancy shall not be issued for any structure until required improvements are completed to the satisfaction of the City Engineer.
24. The 100-year release points (overland) shall be shown on the parcel map.

Construction Conditions:

25. No grading or other construction shall be performed until the improvement plans have been approved and signed by the City Engineer. Encroachment Permits and Building Permits will not be issued prior to the approval of the improvement plans. An Encroachment Permit is required for any work within the City's rights of way.
26. Prior to commencing any construction on the site, the ponded/heavily saturated area (identified as lot 22 on the Tentative Map) shall be fenced off to prohibit any construction activity from taking place in this area.
27. The developer shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
28. Before or any construction activity that would result in a land disturbance of one acre or larger, the developer shall provide evidence that a Notice of Intent has been submitted and received by the Regional Water Quality Control Board for a General Construction Activity Storm Water Permit. A copy of the project Storm Water Pollution Protection Plan shall be submitted to the City.
29. If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Glenn County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
30. Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed and service connections stubbed out behind the sidewalk. Public utilities, Cable TV, sanitary sewers, and water lines, shall be installed in a manner which will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.
31. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. It shall be accompanied by an engineering and geological opinion as to the safety of the site from hazards of land slippage, erosion, settlement, and

seismic activity. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.

32. Prior to placing the final lift of asphalt, all public sanitary sewer and storm drain lines shall be video inspected at the expense of the contractor/developer. All video tapes shall be submitted to the City. If any inadequacies are found, they shall be repaired prior to the placement of the final lift of asphalt.
33. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this development shall be the responsibility of the Developer and shall be repaired to the satisfaction of the City at the Developer's expense.
34. The applicant shall submit a proposed haul route for all trucking associated with this project to the City Engineer for review and approval prior to commencement of construction. Haul routes for major construction traffic shall be restricted to Road 57 and Tehama Street. No through-city construction traffic should be proposed.
35. Dust control must be maintained to the City's satisfaction.
36. Working hours shall be restricted to the hours of 7:00 a.m. to 6 p.m., Monday through Saturday.
37. The City shall not take over the maintenance responsibility of any temporary cul-de-sacs or other temporary facilities.

Subdivision Final and/or Release of Securities Conditions:

38. All improvements shown on the Improvement Plans shall be completed and accepted by the City except for any temporary facilities (temporary cul-de-sacs or turnarounds), prior to release of any surety.
39. All punch-list work shall be completed and any outstanding inspection fees or other charges shall be paid prior to release of any surety and acceptance of the improvements.
40. Developer shall provided sufficient surety guaranteeing the public improvements for a period of one year (maintenance bond.)
41. A complete set of *As-Built* or Record improvement plans showing all substantial changes from the original plans shall be certified by the Civil Engineer of record and submitted to the City Engineer prior to acceptance of the public improvements.
42. Prior to acceptance of any landscape improvements, the developer shall provide a written statement signed by his or her landscape architect certifying that they observed the work during construction and that site planting, irrigation and any other landscaping improvements have been completed in accordance with the improvement plans approved by the City Engineer.



43. Prior to acceptance of the work, the developer shall provide a written statement signed by his or her geotechnical engineer certifying that they observed the work and reviewed testing results, and that all of work was performed in accordance with the recommendations included in the Soils Investigation/Geotechnical Report or other recommendations necessitated by field conditions.

Conditions Associated with the Mitigated Negative Declaration

44. Future construction shall adhere to the Design Guidelines and Planned Development requirements as adopted for this project.
45. All reflective structure surfaces such as windows and roofs shall be designed, treated, and installed as to reduce glare and sun reflection off-site, especially in the direction of Interstate Highway 5. Building plans shall be reviewed by the Planning Director to ensure compliance with this condition prior to the issuance of building permits.
46. The City Planning Director shall have the authority to require the Final Lighting Plan to be modified (including the wattage) and/or additional information to be submitted so that the lighting meets the requirements listed above. The Final Lighting Plan shall include, but not be limited to, the following:
 - a. Details regarding exterior lighting with lighting sources that are full cut-off, hooded, and down-cast, or otherwise shielded to ensure that light does not adversely shine towards neighboring properties, or toward the night sky.
 - b. Lighting sources with the minimum wattage necessary to provide adequate security without causing excessively bright night glow.
 - c. Sufficient details regarding the proposed wattage and area of coverage for all site lights
47. A Final Landscaping Plan shall be submitted to the City by the project applicant for review and approval by the Planning Director prior to the issuance of building permits. This plan shall include, but not be limited to, the following:
 - a) A planting legend that includes the names, location, coverage area, and canopy cover of all vegetation proposed for the site;
 - b) A planting schedule for all vegetation installed on the site; and
 - c) A maintenance schedule for on-site vegetation, including a watering schedule and irrigation system design.
48. Construction activities shall be conducted with adequate dust suppression methods, including watering during grading and construction activities to limit the generation of fugitive dust or other methods.
49. The applicant shall secure a grading permit from the Building Division and shall adhere to all grading permit conditions, including Best Management Practices. All fill areas and other areas disturbed by grading shall be treated in a manner that will reduce dust, including landscaping or erosion control hydro seeding.
50. During construction activities, the contractor shall remove daily accumulation of mud and dirt on paved roads that serve the project site.



51. Glenn County Air Pollution Control District "Authorization to Construct" will be required for any boilers, generators (over 50HP), or other diesel, natural gas, or propane fired equipment that will be permanently kept at the community.
52. Contractors hired for the construction and build out phases of the project shall comply with the California Air Resources Board Portable Equipment Registration Program requirements.
53. The Pallid Bat has the potential to roost in the trees and buildings in the southeastern portion of the project area (proposed Parcel B). Disturbance or removal of these trees and buildings may impact potential bat roost sites. If these trees and buildings are left undisturbed, no further mitigation is required. If this area is to be disturbed as part of this project, pre-construction surveys will be required to determine the presence or absence of bat roost sites. Pre-construction bat surveys do not need to be performed if work is conducted between September 1 and October 31, after young have matured and prior to the bat hibernation period. However, if it is necessary to disturb potential bat roost sites between November 1 and August 31, pre-construction surveys shall be conducted pursuant to criteria specified in the WRA Biological Assessment dated March 20, 2009.
54. With respect to the five sensitive bird species identified in the WRA Biological Assessment, vegetation removal in or adjacent to the project site should take place during the non-breeding season (September through February). If this is not possible, pre-construction breeding bird surveys shall be conducted 14 days prior of ground disturbance to avoid disturbance to active nests, eggs, and/or young. If site grading occurs during the Swainson's Hawk breeding season (March-August), the project proponent shall conduct CDFG-recommended protocol-level surveys prior to construction per the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (CDFG 2000b). The area to be surveyed shall include a 0.5-mile radius area including and surrounding the project site. If active nests are found, consultation with CDFG will be required and mitigation measures consistent with the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (*Buteo swainsoni*) in the Central Valley of California (CDFG 1994) will be required. No action is required if the grading is completed from September thru February such that the site does not provide foraging habitat during the breeding season.
55. According to the WRA report dated March 20, 2009, the Pond turtle may use the waters in the project vicinity for foraging and may use the uplands as potential breeding habitat. The WRA report recommends that the ditch adjacent Tehama Street east of the project site be drained prior to construction activities in order to encourage pond turtle to vacate this area. If this is not feasible due to issues associated with Section 404 Waters of the United States (see discussion below) or other concerns, an exclusion fence shall be installed adjacent to the ditch in order to preclude turtles from nesting in this location.
56. WRA Section 404 "Waters of the United States" Determination dated May 2009 concluded that the project area contains "5.3 acres of wetland" Lot 22, which is 8.5 acres in size and encompasses the identified 5.3 acre wetland area, shall remain undisturbed and shall include a 10' setback as described in the tentative map.
57. With respect to the drainage channel adjacent to Tehama Street, the WRA report dated May 2009 states that "As per 33 CFR 328.3(a)(5) of the Clean Water Act, the



Corps has jurisdiction over 'tributaries of navigable waters', and as a tributary to the Glenn-Colusa Canal, the agricultural drainage ditch may be regulated by the Corps as a "water of the U.S." Any development at this location shall conform with Army Corps of Engineers requirements should it be determined that the drainage ditch is considered to be within their jurisdiction.

58. That there is evidence in the record that this project will contribute to cumulative impacts upon fish and wildlife due to a reduction in natural habitat and therefore does not qualify for a de minimus exemption from State Fish and Game fees. The applicant will be responsible for payment of these fees as authorized by Section 711.4 of the Department of Fish and Game Code.
59. In the event that archaeological remains or artifacts are uncovered during construction activities, work shall be stopped and a qualified archaeologist shall survey the site. The archaeologist shall submit a report with recommendations on the disposition of the site. Disposition may include, but is not limited to, excavation and documentation, capping the site, or leaving the site in an open space area. The recommendations of the archaeologist shall be incorporated in the project.
60. The proposed development shall be designed and constructed in accordance with the most current applicable Building Codes, including the Uniform Building Code (UBC) and the California Building Code (CBC) as determined by the Building Division of the City of Willows.
61. Site preparation and grading, structure seismic design, foundation design, slab on-grade design, pavement design, and wintertime construction considerations shall be adhered to as described in the Miller Pacific Geotechnical Investigation dated May 27, 2009 and as adopted as part of the approved subdivision improvement plans.
62. During construction, whenever feasible, equipment fueling and service should be conducted at a designated location other than the project site, including local gas stations or repair shops. Any spills resulting from fueling or hydraulic line breaks will be contained and cleaned up immediately. No refueling or servicing shall be done without absorbent materials (i.e. absorbent pads, mats, socks, pillows, and granules) or drip pans underneath to contain spilled materials.
63. The project applicant shall secure a NPDES General Stormwater Permit for construction activities prior to the start of any land disturbance. As part of the NPDES permit process, the project applicant shall prepare a SWPPP that outlines the Best Management Practices (BMPs) to be employed during construction activities to minimize storm water pollution. The SWPPP also shall include Best Construction Practices to be employed in the clearing and grading of the project site and for other scheduled construction activities.
64. During construction, the applicant and the contractor of record shall exercise BMPs, such as daily street sweeping and the placement of erosion control measures on-site, to minimize storm water pollution. The BMPs shall be listed in the required SWPPP for the project. The contractor shall designate a primary contact person who shall be available to the City of Willows in the event of noted storm damage or storm event. Said person shall be responsible for inspection of all erosion control facilities.
65. Site grading and drainage improvements shall be installed consistent with the recommendations and findings contained in the South Willow Drainage Study prepared by Steven LaFranchi & Associates, Inc dated May 2009.



66. The hours of construction shall be limited to 7:00 A.M to 6:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. on Saturday, with no construction to occur on Sundays and holidays.
67. The subject project will be developed with water main extensions designed pursuant to the Fire Flow Calculation Report prepared by LaFranchi & Associates, Inc. dated March 2009.
68. The project would marginally contribute to projected unacceptable level of service conditions at Airport at W. Wood Street, I-5 Southbound Ramps at W. Wood Street, and I-5 Northbound ramps at W. Wood Street. The project shall pay the City's development impact fee which will represent the Project's fair share of the cost of these improvements.
69. The project would impact the level of service at the Butte Street and West Wood intersection under cumulative development conditions. The Project shall pay a fair share (3.29 percent as calculated in the Dowling Associates report dated May 13, 2009) toward the portion of the cost of signaling this intersection that is not covered by funds identified from other sources.
70. Final subdivision circulation improvement plans for Tehama Street shall include provisions for an inbound left turn lane, acceleration and deceleration lanes, and outbound right turn and left turn lanes.
71. A new sanitary sewer main will be installed from the intersection of Tehama Street and the proposed Commercial Street under the existing water channels and Southern Pacific Railroad tracks to the existing 18" sanitary sewer trunk line located east of the railroad tracks. Installation of the new sewer system shall be in accordance with approved project improvement plans.

Fire Department Conditions

72. The fire main is required to be a looped system.
73. The main entry road is required to painted red curb (no parking) on both sides.
74. All buildings will be required to have a hydrant within 50 feet of the FDC.
75. Hydrant spacing shall not exceed 450 feet.
76. Minimum fire flows are required to be 2,000-2,250 gpm for a minimum duration of 2 hours.
77. Emergency vehicle roads shall meet minimum City standards for surfacing, widths and weights.

Building Department Conditions

74. Prior to issuance of a building permit, the developer shall provide building pad elevation certification from a California licensed civil engineer or land surveyor, certifying that the building pad has been constructed to the elevation as shown on the approved improvement plans. Also, the pad compaction shall be certified by a licensed geotechnical engineer.



**CONDITIONS OF APPROVAL FOR
BASIN STREET SOUTH WILLOWS RESIDENTIAL NEIGHBORHOOD
FILE # TENTATIVE MAP (TM09-02, USE PERMIT (UP09-04), AND PLANNED
DEVELOPMENT (PD-09-02)
FOR ASSESSORS PARCEL NUMBER APN(s): 001-091-012, 001-101-003, 001-102-014, 017-170-
011, & 017-170-017**

City Council approval date October 12, 2010

General Conditions:

1. The applicant/developer shall enter into a Pass Through Agreement with the City of Willows to pay the cost of all planning and engineering review, plan checking and field inspection of this development. The applicant/developer shall pay the amount of the estimated cost of plan checking to the City of Willows.
2. Notwithstanding the provisions of any other of these Conditions of Approval, this Tentative Map shall expire 24 months from the date of approval unless extended pursuant to the Subdivision Map Act.
3. That the application to extend the filing period for this map shall be received by the City of Willows sixty (60) days prior to the expiration date.
4. Any action or condition of the Planning Commission regarding this Tentative Map may be appealed in writing to the City Council in accordance with Section 66452.5 of the Government Code (filing fee is required). This Map shall not be recorded until the expiration of the 15-day appeal period following the date of approval. The expiration date of the appeal period is Oct. 15, 2010.
5. Pursuant to Section 66474.9 of the California Government Code the subdivider shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding against the County, its agents, officers, or employees to attack, set aside, void, or annul, an approval by the Planning Commission or City Council concerning this subdivision, which action is brought within the time period provided for in Section 66499.37. The City shall promptly notify the applicant of any such claim, action or proceeding and shall cooperate fully in the defense of the action. If the City fails to so notify the applicant or to cooperate fully in the defense, the applicant shall not be obligated by this condition.
6. That prior to the filing of the Final Map for recording, the subdivider shall file a properly executed Tax Collector's Certificate with the County Recorder. A copy of this executed Certificate shall be included with the Final Map at the time the Map is submitted to the City for recording. In lieu of the above-



mentioned requirements the subdivider may choose to have the County Tax Collector execute a Tax Collector's Certificate placed on the face of the Final Map. The Certificate shall be executed by the Tax Collector prior to submitting the Final Map to the City for recording.

7. Each new house will generate the required square foot school fee for the Willows Unified School District.
8. That if in the event that archaeological remains or artifacts are uncovered during construction activities, work shall be stopped for a distance of 100 feet from the discovery site and a qualified archaeologist shall survey the site. The archaeologist shall submit a report with recommendations on the disposition of the site. Disposition may include, but is not limited to, excavation and documentation, capping the site, or leaving the site in an open space area. The recommendation of the archaeologist shall be incorporated in the project. If a Native American site is discovered during construction, the evaluation shall then include consultation with the appropriate Native American(s). This language shall be made a part of the construction specifications for the project and the building inspector shall monitor the construction site to assure compliance with this requirement

GCID conditions:

9. Full fencing must be installed and maintained at the interface of GCID/South Willows Residential Development boundaries.
10. Fencing must be installed and maintained on either side of the approaches to the bridge, and on both sides of the bridge to prevent the public from accessing GCID property, including access to the main canal.
11. Fencing materials must be commercial grade –chain-link or similar construction, with 3-strand barbed wire, as exists along the north boundary of the GCID main canal.
12. Design must ensure the safety of GCID employees and the general public at large.
13. Developer to address District liability associated with the project both during construction and after the bridge becomes operational.

Bridge Design:

14. A clear-span bridge is preferred with no “in-water” obstructions to water flow, including the bridge abutments which must be placed some distance back from the high water flow elevation.



15. Should the bridge require "in-water" support, only one set of pilings must be installed to limit the obstruction to water flow. The pilings must be encased in concrete to limit friction, and streamline the water flow.
16. The underside of the bridge must be at least 2-feet above the high water elevation, as specified by GCID.

GCID Operational Requirements:

17. Four automatic gates must be installed on the right and left canal bank roadways on either side of the bridge to allow for passage of GCID vehicles and equipment from one side of the bridge to the other, as specified by GCID. (Two automatic gates on each side of the main canal).
18. Gates must be at least 12-feet wide.
19. Automatic gate openers must be commercial grade (Elite or equivalent) and capable of activation by remote and keypad.
20. Gates should be set back to allow GCID vehicles to pull-off the approach roadway before passing through the gate, set back to be specified by GCID.
21. Set back road must be an asphalt surface of the same construction as the bridge approach roadways, and must extend past the gate to allow vehicles to stop on the asphalt surface while activating the gate opener, as specified by GCID. Concrete surface is also acceptable.

Bridge Construction timing:

22. Asphalt or concrete surface must be at least 12-feet in width to correspond with the gate width.
23. Only "dry period" may be in February depending upon water demand. Peak water flow generally from May through October.

County Air Pollution Control District Conditions:

24. The proposed sanitary sewer back-up power supply may be required to obtain a District Permit.
25. The proposed project may be subject to additional regulations not yet adopted by the District such as but not limited to Architectural Coatings Volatile Organic Compound limitations.



Fire Department Conditions:

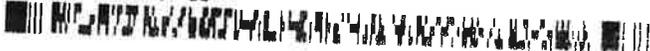
26. All impact fees shall be paid prior to the issuance of a building permit for each lot.
27. Fire apparatus access roads and hydrant location during construction shall meet the COW municipal code section 15.15.090.
28. The COW Fire Department shall approval all hydrant locations. Hydrants shall be installed per California Fire Code section 508.5.1.
29. There shall be a hydrant place at the bottom of every cul-de-sac.
30. Water flow calculations shall be provided to indicate that the new hydrants meet water flow requirement minimums for this development.
31. Additional size water mains may be needed due to new Fire Codes and new city code which requires sprinklers in all residents.
32. All roads shall meet the City Standard and have Fire Department approval.
33. The building address signing shall meet COW municipal code section 15.15.100 Premise Identification criteria and be reviewed by the Fire Department prior to approval.
34. Building construction shall meet the most current City Code, California Fire Code and Building Codes.

**Engineering/Public Works:
General conditions**

35. Developer shall design and construct all improvements and facilities shown on the approved tentative map, site plan, or other documents submitted for permit approval, in accordance with the Willows Municipal Code (WMC), the City of Willows Design and Construction Standards, Caltrans, AASHTO and other applicable codes, standards, guidelines and specifications. Approval of a tentative map depicting improvements that do not conform to the WMC or City standards does not constitute approval of an exception to the WMC or City standards unless explicitly stated herein or in another City resolution.
36. The developer shall be responsible for all City plan check, map check and inspection costs. The developer shall deposit funds with the City upon the initiation of plan check services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual plan check and inspection costs.



37. Deviations from City Standards and applicable Code requirements shall be approved by the City Engineer. The applicant's engineer shall request all design exceptions in writing.
38. If any of the improvements which the applicant is required to construct or install are to be constructed or installed upon land in which the applicant does not have title or interest sufficient for such purposes, the applicant shall do all of the following at least 60 days prior to the filing of the final or parcel map for approval pursuant to Government Code Section 66457:
- a. Notify the City of Willows (hereafter "City") in writing that the applicant wishes the City to acquire an interest in the land which is sufficient for such purposes as provided in Government Code Section 66462.5.
 - b. Supply the City with (i) a legal description of the interest to be acquired, (ii) a map or diagram of the interest to be acquired sufficient to satisfy the requirements of subdivision (e) of Section 1250.310 of the Code of Civil Procedure, (iii) a current appraisal report prepared by an appraiser approved by the City which expresses an opinion as to the current fair market value of the interest to be acquired, and (iv) a current Litigation Guarantee Report.
 - c. Enter into an agreement with the City, guaranteed by such cash deposits or other security as the City may require, pursuant to which the applicant will pay all of the City's cost (including, without limitation, attorney's fees and overhead expenses) of acquiring such an interest in the land.
39. All existing and proposed utilities shall be placed underground. This does not include surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.
40. The sewage lift station shall be specified as Flygt Pumps with SCADA controls, generator backup and be duplex in configuration. All backflow valves in the station shall be above ground in a pit. This station shall mirror the City's station at County Road 57.
41. Any existing wells, septic tanks and/or underground fuel storage tanks found on the development site shall be abandoned under permit and inspection of Glenn County Department of Health Services or other designated agency. If there are none, the applicant shall provide a copy of the Phase 1 Environmental Assessment describing the scope of the search done to make this determination.
42. The tentative map indicates that this project will be phased. In discussions with the applicant, it is our understanding that phasing may or may not include phases as are shown on the tentative map. Accordingly, dependent on the phasing that actually occurs, additional conditions of approval or changes to conditions associated with timing of construction of certain infrastructure may be necessary. The City reserves the right to consider either modification of



homes are occupied. The improvement plans for each phase shall include a construction vehicle handling plan that indicates how soil and materials will be delivered to the current and future phases. Temporary access roads shall be constructed as necessary and as approved by the City Engineer to accomplish this condition.

- e. A 12' wide shale access/maintenance road with 2' wide graded shoulders is required along the entire length of Central and Tehama Canals.
 - f. If lime treatment is proposed in the park, open space or rights-of-way, the developer shall submit a study analyzing impacts that the lime may have on trees or vegetation.
48. Roadway Improvements:
- a. The structural section of all road improvements shall be designed based upon a geotechnical investigation that provides the basement soils R-value and expansion pressure test results. A copy of the geotechnical report shall also be submitted with the first set of improvement plan check-prints.
 - b. Where new roadway improvements abut existing paving, the existing pavement section shall be saw-cut and reconstructed to provide adequate conform. A 5'-wide edge grind of the existing pavement will also be required to seal the pavement joint. The limits of such reconstruction shall be as determined by the City Engineer.
 - c. All cul-de-sac locations shall be concrete at the very end to eliminate the scrubbing effect that garbage truck turning movements cause.
 - d. Pavement markings and signage shall be provided on all streets as necessary and as required by the City Engineer. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs and other regulatory and informational signs shall be installed at locations determined by the City Engineer.
 - e. Street lighting shall be designed to meet safety requirements and to minimize glare. Street light standard and luminaries of the design, spacing, and locations shall be approved by the City Engineer. All lighting must have shields.
 - f. Ramps for disable persons meeting the most recent standards shall be provided at all intersections and at the limits of the improvements where they do not adjoin existing sidewalk improvements. Sidewalk warps shall be provided as necessary to allow a clear four-foot wide walkway at all locations, including areas where mailboxes, streetlights, and fire hydrants obstruct sidewalks.
 - g. All intersections shall be graded so that they drain adequately. The center of intersections shall drain toward the center of curb returns at a minimum slope of 1.5%. Details shall be included in the improvement plans that show the proposed grading of each intersection.
 - h. Prior to the issuance of the 234th building permit, the Merrill Avenue Bridge over Central Canal shall be constructed along with sufficient street network to provide a through connection between Merrill Street and Tehama Street as approved by the City Engineer.

these conditions or placement of additional conditions as each phase is built. The City engineer shall verify that infrastructure for each phase is sufficient to serve that phase.

Improvement Plan and Construction Conditions:

43. Improvement plans shall be prepared and submitted by a California Registered Civil Engineer for the construction of all necessary and required on-site and off-site improvements including grading, water, recycled water, sanitary sewer, storm drain facilities, roadway improvements, bridges, curbs, gutters, sidewalks, parkway strips and streetlights. All design and construction shall conform to the City of Willows Design and Construction Standards, as applicable.
44. All private water mains, sewer mains and storm drains shall be clearly labeled "Private" on the improvement plans.
45. Improvements plans shall include an erosion control plan. Erosion control measures shall include hydroseeding of all graded slopes within 60 days of completion of grading. Before approval of a grading permit, the developer shall provide to the City 2 copies of the project Storm Water Pollution Prevention Plan.
46. As part of the improvement plans, the developer shall submit plans associated with the construction of the proposed sound wall along the project's entire westerly boundary fronting Interstate 5. The sound wall shall meet Caltrans design criteria for noise abatement. In addition to the plans for the sound wall, the overall improvement plans for the development shall include landscape plans that include tree planting adjacent to and just east of the sound wall. Tree species selection shall be subject to the review and approval of the City.
47. Grading Improvements:
 - a. The developer's engineer shall include a site-grading plan prepared by a Civil Engineer registered in the State of California as part of the required improvement drawings. Lots shall generally be designed to drain to the street.
 - b. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
 - c. The grading plan shall clearly show all existing survey monuments and property corners and shall state that they shall be protected and preserved.
 - d. Soil and materials imported/delivered to the site shall be transported via Interstate 5 to Road 57 and to Tehama Street. Once phases are completed, soil and materials shall not be transported via subdivision streets once fronting



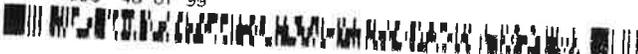
- i. Tehama Street shall be minimum widened to a half-width (centerline to face of curb) of 27 feet (14' travel lane and 6' bike lane.) Additional widening will be required on both sides of the street to accommodate turn pockets and lane tapers. Right-of-way and PUE's shall be dedicated as necessary. Any fencing and/or guardrail improvements shall be constructed as required by the AASHTO Roadside Design Guide, Caltrans Highway Design manual and as approved by the City Engineer.
- j. Sean Street - From Tehama to intersection with Howard Street shall be constructed to a width of 50 feet curb-to-curb. Right-of-way shall be dedicated to a minimum width of 62 feet together with a minimum 5 foot PUE behind the right-of-way (except over the bridge.) Construction shall include curbs, gutters, and 5 feet wide contiguous sidewalks (measured from the back of curb). At the Tehama intersection and across the bridge the street width will accommodate two 7' bike lanes, a 12' west bound through lane and 12' wide east bound left and right turn lanes. Sean Street within the subdivision - the street width shall accommodate two 12' through lanes, two 5' bike lanes and two 8' parking lanes. Transitions between the cross sections shall conform to AASHTO and Caltrans guidelines.
- k. Merrill Avenue shall be constructed to a width of 40 feet curb-to-curb. Right-of-way shall be dedicated to a width of 60 feet together with a minimum 5 foot PUE behind the right-of-way. Construction shall include curbs, gutters, 5 foot landscape parkway strips (including curb), and 5 feet detached sidewalks.
- l. All other subdivision streets (Alfredo Way, Patrick Drive, Bobby Drive, Wallace Street, Marti Drive, Howard Street Arjay Way, Mikey Place, Andrea Lane, Amanda Lynn Court, Zachary Court, Lynn Place, Western Lane, Debra Way, Mandy Lane, Marvins Way, Kristen and Maynard Manor) shall be constructed to a width of 40 feet curb-to-curb. Right-of-way shall be dedicated to a width of 60 feet together with a minimum 5 foot PUE behind the right-of-way. Construction shall include curbs, gutters, 5 foot landscape parkway strips (including curb), and 5 feet detached sidewalks.
- m. The EVA Roadway between lots 16 and 17 shall consist of a 20 foot wide asphalt concrete roadway with aggregate shoulders. Adequate drainage facilities shall also be installed. The structural section of the EVA shall be designed to support fully loaded fire protection vehicles.
- n. The developer shall include a sight distance analysis of each intersection for all intersections in accordance with AASHTO and Caltrans guidelines. This will not be included as part of the improvement plans. Street tree locations shall be included in the analysis.
- o. Improvement plans shall include the following off-site roadway and traffic related improvements:
- p. Left and right turn lanes from Sean Street (Primary Entry Road) onto Tehama Street.
- q. The developer shall also provide a supplemental traffic report/memo that provides design requirements for turn lanes including taper lengths and minimum storage lengths.



49. The developer shall pay 3.39% of the cost of the full signalization of the intersection of Pacific/Enright at Wood Street prior to the issuance of the first building permit. Said payment will be put in a signalization fund and be used in the future when the signal is constructed. Costs for determining the overall signal construction cost shall be approved by the City.
50. The developer shall pay 2.81% of the cost of the full signalization of the intersection of Butte Street/Wood Street prior to the issuance of the first building permit. Said payment will be put in a signalization fund and be used in the future when the signal is constructed. Costs for determining the overall signal construction cost shall be approved by the City.
51. Prior to the approval of the improvement plans and map for the first phase of this development, the developer shall agree on a method/mechanism (cash on a per lot basis, bond, etc.) to be used for posting surety for the construction of a traffic signal at the intersection of Sean Street and Tehama Street and/or a signal or other traffic control measures needed north of the subdivision boundary (along Merrill or other streets impacted by the traffic from this subdivision.) If the method of surety used is cash, a signal fund will be set up and fees will be collected with each building permit when issued. If the method of surety is a bond, the bond shall be posted in conjunction with the recordation of the final map for the first phase of the development. The surety shall remain in full force and effect until 5 years after the final acceptance of the last phase of the subdivision improvements. The developer shall be responsible to conduct annual traffic signal warrant analyses after the acceptance of all of the improvements for a period of 5 years at both the Sean Street and Merrill Street areas. If traffic conditions warrant, a warrant analysis may be required prior to completion of all phases of the development. If, during any time of any phase of the development or up to 5 years after acceptance of the improvements associated with the last phase of the development warrants dictate construction of a signal or other traffic improvements, the developer shall be responsible for the costs associated with the design and construction of the signal. If, however, signal warrants are not met after the 5-year period, the surety shall be released.
52. The striping shown on the Tentative Map shall, at a minimum, include additional stop signs as follows:
- Howard Street/Sean Street – 3-way stop
 - Include stop sign on Andrea Lane at Lynn Place
 - Merrill/Mandy Lane – 3-way stop
 - Maynard Manor/Kristen Street – 4-way stop
 - Include stop sign on Kristen Street at 3 way intersection with Maynard Manor – install a stop sign on Kristen Street
 - Andrea Lane/Sean Street – 4-way stop



- Howard Street/Martin Drive (both intersections by park) – 3-way stop
53. Speed limit signing for 25 mph shall be included throughout the development at locations as approved by the City Engineer.
54. Bridge Improvements:
- a. As part of the required improvements, the developer shall install reinforced concrete highway bridges across the Tehama Street Channel, (two locations) and Central Canal. The bridge, rails and appurtenances shall be designed in accordance with AASHTO and Caltrans bridge design standards and practice. The bridges shall be designed to clear span the canals such that no portion of the bridge structure will impede flow in the canals nor will it raise the canals' 100 year hydraulic gradeline. The bottom chord of the bridges shall be designed to be a minimum of 12-inches above the City approved 100-year hydraulic gradeline of the canals. As an option to the proposed bridge at Sean Street and the GCID drainage ditch, the City will consider an option to use a single large culvert span (e.g. Conspan bridge) as opposed to a full concrete bridge, as long as the hydraulic calculations verify that the culvert will carry a 100 year return interval storm.
 - b. The bridge for the EVA access road to Road 53 shall have a minimum clear 20' width and shall be designed to support fully loaded fire vehicles. The crossing may be designed as a single large culvert span as long as the hydraulic calculations verify that the culvert will carry a 100 year return interval storm.
 - c. Prior to beginning bridge design for any bridge, the developer shall prepare an Advanced Planning Study for aesthetics and geometrics for three alternate reinforced concrete bridge designs for review, comment and approval by the City Engineer. The study(s) shall also include alternate bridge rail types for review. The study must also include lane striping and guardrail treatment.
 - d. The developer shall provide a supplemental Geotechnical Report for each proposed bridge that provides conclusions and recommendations regarding the design and construction of the bridge foundations, including pile requirements. Soil samples shall be tested for their corrosion potential.
 - e. A fully approved encroachment permit from the applicable agency(s) is required before bridge plans will be approved by the City.
55. Water, Recycled Water and Sanitary Sewer Improvements:
- a. All public water and sewer mains must be located in public right-of-way wherever possible. Where public water and sewer mains must be located on private property, all necessary easement dedications must be made prior to final acceptance of the project by the City.
 - b. Developer must meet Title 22 Code requirements.
 - c. Sewer grades must be designed such that ultimate finished floors are a minimum of 12" above upstream manhole or clean-out rim elevations. Inadequate elevation differentials or grade on private laterals, as determined by the City, must be mitigated by either raising finished floor elevation(s) or

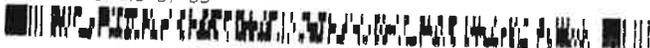


installing privately owned and operated sewer lift station(s) with grinder/ejector pump(s) on site.

- d. Utilities proposed to cross Tehama Street and Central Canal shall cross in a transfer casing as approved by the City Engineer. Utilities will not be allowed to cross under the bridge abutments.
- e. The sewer force main and recycled water main shall cross the Tehama Canal adjacent to the main entry road and shall be in a casing installed under the canal.
- f. Recycled water shall be provided to Parcels A through D and the Park.
- g. Domestic water services provided for non-residential areas shall be equipped with reduced pressure backflow preventers.
- h. The developer shall design and install the pump station at the location shown on the tentative map. The pad for the pump station shall be set at least 2 feet above the hydraulic grade line of the pond area in Parcel "B." The pump station shall include a wet well, redundant pumping in the wet well, a backup diesel generator with housing sufficient to dampen the sound to levels acceptable by the City, a domestic water service with reduced pressure backflow preventer and electrical and SCADA systems. The developer shall coordinate the design with the City Engineer and shall submit preliminary design specifications and schematics to the City before beginning the pump station design.
- i. A 12" water main shall be looped from this development in Merrill Avenue to Elm Street and shall connect to the stubbed water main from the adjacent commercial development.
- j. Domestic water lines shall be stubbed to Parcels A-D and the proposed park to provide interim water for irrigation until the City modifies its NPDES permit for the wastewater system to allow for distribution of recycled water.

56. Drainage Improvements:

- a. All project related flooding impacts shall be mitigated by the project developer. Drainage improvements shall be designed in accordance with the Design Criteria utilizing the rationale method and any applicable adopted City drainage plans. The applicant shall submit for review and approval, drainage plans and hydraulic calculations prepared by a Registered Civil Engineer. The drainage plans and calculations shall indicate the following condition before and after development.
 - *Quantities of water, water flow rates, major water courses, drainage areas and patterns, diversions, collection systems, flood hazard areas, sumps and drainage courses.
- b. Post-development off-site flows shall not exceed pre-development flows. The developer shall provide detention facilities to meet this requirement. Hydraulic design calculations shall be provided which include inflow hydrographs, stage storage discharge curves and outflow hydrographs. All calculations shall be prepared to the satisfaction of the City Engineer.
- c. The capacity and condition of existing drainage facilities downstream of the development shall be analyzed and off-site drainage improvements shall be



constructed as required by the City Engineer. Site grading and drainage improvements shall be shown on the improvement plans.

- d. The storm drain system on the tentative map shall be redesigned to eliminate the public storm drain between lots 315 and 316.
- e. 100-year storm overland relief points shall be installed in all sump locations and at the low point of all downhill cul-de-sacs. If relief points go across private property, easements shall be shown on the final map for the relief points and shall preclude filling in or building within said easements to ensure that they will function properly.

Final Map Conditions:

57. A final map, as defined in the State Subdivision Map Act, shall be prepared by a licensed land surveyor or civil engineer. The map showing all parcels, rights-of-way, and easement(s) shall be filed with the City Engineer's Office. The final map shall be in substantial conformance with the approved Tentative Map and all applicable conditions of approval. The final map is not valid until it has been approved and recorded.
58. The developer shall secure all necessary rights-of-way and easements for both onsite and offsite improvements. Rights-of-way and easements shall be dedicated on the map or by separate instrument if approved by the City Engineer. The developer shall prepare all necessary legal descriptions and deeds. The following offers of dedication shall be made to the City.
 - a. Rights-of-way for all subdivision streets shall be dedicated as a roadway and public utility easement.
 - b. The public Park Parcel shall be dedicated in fee.
 - c. Public utility easements, as necessary, adjacent to all street rights of way.
 - d. Public pump station parcel shall be granted in fee.
 - e. Open space and storm water treatment area parcels shall be dedicated in fee.
 - f. The EVA access between lots 16 and 17 shall be dedicated as a 30' wide roadway and public utility easement Parcel that is not part of the lots..
 - g. All public drainage easements, etc shall be dedicated to a minimum width of 15'.
 - h. The easement shown on the tentative map (Volume 188 of Official Glenn County records) shown on a portion of Parcel D shall be extinguished prior to, or as part of the recordation of the applicable phase of the tentative map where Parcel D will be created.
59. The applicant shall transmit by certified mail a copy of the conditionally approved Tentative Map together with a copy of Section 66436 of the State Subdivision Map Act to each public entity or public utility that is an easement holder of record. Written compliance shall be submitted to the City of Willows.
60. The final map shall not be approved prior to approval of the improvement plans.



61. All onsite easements of record not required for improvement of the project shall be abandoned before recordation of a final map for any project phase.
62. The Park improvements shall be constructed prior to the issuance of the 167th building permit.
63. Before approval of the final map, the developer shall either complete required improvements in accordance with the approved improvement plans, or enter into an Improvement Agreement. A certificate of occupancy shall not be issued for any structure until required improvements are completed to the satisfaction of the City Engineer.
64. Place the following note on the final map: "The project is located in the immediate vicinity of the City of Willows wastewater treatment plant facilities, including storage ponds. Plant operation, including associated noise, odors, lighting and disinfection and processing chemicals may result in a nuisance to nearby residents. The wastewater lift station in the Southeast area of the subdivision may also represent an intermittent noise nuisance to nearby residents.
65. Landscaping/Planting:
 - a. The Applicant shall show on the improvement plans and shall install necessary root barriers to ensure that root systems from proposed street trees will not result in any encroachment that will cause damage to proposed right of way improvements, including streets, curbs, gutters, sidewalks and buried utilities (water, sewer, storm drain, and private utility company facilities).
 - b. The Applicant shall select a City-approved street tree that is appropriate for the width of the planter strips.
 - c. The Applicant shall submit irrigation and drainage plans for all street landscaping.
 - d. The areas within the development that are going to be included for maintenance in the City's Landscape and Lighting Assessment District shall be contained in a parcel that will be dedicated in fee to the City on the Final Map.
 - e. This development is required to be annexed into the City's LLAD. The applicant shall sign a waiver waiving the right to protest inclusion within the district and shall be responsible for all assessment engineering costs incurred in the initial year for annexing this property into the existing assessment district.
 - f. A maintenance district shall be set up for this development to fund all maintenance of Parcels A through D, as well as the existing drainage canal along Tehama Street. The developer shall be responsible to pay all costs for the creation of the maintenance district (1982 Act Assessment District) by the City.



Park and Open Space Conditions:

66. All park and open space improvements shall be depicted on landscape plans that shall be submitted with the overall improvement plans for this development. Said plans are subject to review and approval by the City prior to construction of any of the improvements shown thereon.
67. All pathways in open space areas shall be designed to accommodate disabled persons in accordance with ADA requirements.
68. All park improvements, including pathways, play structures, picnic areas, bathrooms, etc. shall include accessible facilities that meet ADA requirements.
69. No decorative paving elements shall be allowed within the public streets surrounding the park.
70. Bathrooms (minimum of 1 male and 1 female) shall be installed as part of the park improvements.

Construction Conditions:

71. No grading or other construction activity shall be performed until the improvement plans have been approved and signed by the City Engineer. Encroachment Permits and Building Permits will not be issued prior to the approval of the improvement plans. An Encroachment Permit is required for any work within the City's rights of way.
72. The developer/contractor shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris and shall remove daily accumulation during the construction period, as is found necessary by the City Engineer.
73. Before any construction activity that would result in a land disturbance of one acre or larger, the developer shall provide evidence that a Notice of Intent has been submitted and received by the Regional Water Quality Control Board for a General Construction Activity Storm Water Permit. A copy of the project Storm Water Pollution Protection Plan shall be submitted to the City.
74. If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Glenn County Environmental Health Department, the Fire Department, the Police Department, and the City Building Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
75. Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed and service connections stubbed out



behind the sidewalk. Public utilities, Cable TV, sanitary sewers, and water lines, shall be installed in a manner which will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.

76. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. It shall be accompanied by an engineering and geological opinion as to the safety of the site from hazards of land slippage, erosion, settlement, and seismic activity. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.
77. Prior to placing the final lift of asphalt, all public sanitary sewer and storm drain lines shall be video inspected at the expense of the contractor/developer. All video tapes shall be submitted to the City. If any inadequacies and/or debris are found in the pipes, they shall be cleaned and repaired prior to the placement of the final lift of asphalt.
78. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this development shall be the responsibility of the Developer and shall be repaired to the satisfaction of the City at the Developer's expense.
79. The applicant shall submit a proposed haul route for all trucking associated with this project to the City Engineer for review and approval prior to commencement of construction. Major haul routes for this project shall be via Road 57 and not through the main part of the City.
80. Dust control must be maintained to the City's satisfaction.
81. Working hours shall be restricted to the hours of 7:00 a.m. to 6 p.m., Monday through Friday.

Subdivision Final and/or Release of Securities Conditions:

82. All improvements shown on the Improvement Plans shall be completed and accepted by the City.
83. All punch-list work shall be completed and any outstanding inspection fees or other charges shall be paid.



84. Developer shall provided sufficient surety guaranteeing the public improvements for a period of one year.
85. A complete set of *As-Built* or Record improvement plans showing all substantial changes from the original plans shall be certified by the Civil Engineer of record and submitted to the City Engineer prior to acceptance of the public improvements.
86. Prior to acceptance of the work, the developer shall provide a written statement signed by his or her engineer certifying that they observed the work during construction and that site grading and all private site improvements have been completed in accordance with the improvement plans approved by the City Engineer.
87. Prior to acceptance of the work, the developer shall provide a written statement signed by his or her geotechnical engineer certifying that they observed the work and reviewed testing results, and that all of work was performed in accordance with the recommendations included in the Soils Investigation/Geotechnical Report or other recommendations necessitated by field conditions.

**Mitigation Measures associated with the Mitigated Negative Declaration:
Mitigation Monitoring & Reporting Program**

88. A Final Landscaping Plan shall be submitted to the City by the project applicant for review and approval by the Director of Public Works prior to the issuance of building permits. This plan shall include, but not be limited to, the following
 - a. A planting legend that includes the names, location, coverage area, and canopy cover of all vegetation proposed for the site.
 - b. A planting schedule for all vegetation installed on the site.
 - c. A maintenance schedule for on-site vegetation, including a watering schedule and irrigation system design; and a drainage plan for all street landscaping.
89. Future construction shall adhere to the Residential Development Standards and Design Guidelines and Planned Development requirements as adopted for this project.
90. Prior to the issuance of a Building Permit for the construction of any structures on the site, a Final Lighting Plan shall be submitted to the City and reviewed by the City Engineer. The Final Lighting Plan shall be designed to meet safety requirements and minimize glare. All street light standards and luminaries of the design, spacing and locations shall be approved by the City Engineer. The lighting plan shall include, but not be limited to, the following:



- a. Details regarding exterior lighting with lighting sources that are full cut-off, hooded, and down-cast, or otherwise shielded to ensure that light does not adversely shine towards neighboring properties, or toward the night sky.
 - b. Lighting sources with the minimum wattage necessary to provide adequate security without causing excessively bright night glow.
 - c. Sufficient details regarding the proposed wattage and area of coverage for all street lights.
91. Construction activities shall be conducted with adequate dust suppression methods, including watering during grading and construction activities to limit the generation of fugitive dust.
 92. The applicant shall submit a site-grading plan prepared by a Civil Engineer and secure a grading permit from the Building Division and shall adhere to all grading permit conditions, including Best Management Practices. All fill areas and other areas disturbed by grading shall be treated in a manner that will reduce dust, including landscaping or erosion control hydro seed.
 93. All unpaved roads must be watered twice daily or to the point that Particulate Matter emissions are prevented from leaving the property boundary.
 94. All disturbed surfaces must have the soil stabilized to the point that fugitive dust emissions are prevented from leaving the property boundary.
 95. All vehicle traffic on unpaved roads shall be limited to 15 miles per hour (mph).
 96. Grading activities must be suspended when winds are sustained above 15 mph.
 97. A contact number for dust complaints must be posted onsite and be visible to the public..
 98. The burning of construction debris is prohibited. Any disposal of vegetation removed as a result of lot clearing shall be lawfully disposed of, preferably by chipping and composting, or as authorized by the Glenn County Air Quality Management District and the Willows Fire Department.
 99. Prior to the issuance of a Certificate of Occupancy for the two-hundredth (200th) residential unit onsite, there shall be a residential public transit stop within ¼ mile of the site.
 100. All proposed streets (including the proposed bridge over the GCID canal) shall have sidewalks on both sides.



101. All woodstoves installed into residences must comply with District Regulation Section 99.2, Fireplace and Solid Fuel Heating Device Usage.
102. Sale of property in the proposed subdivision shall require the signature of the buyer on a disclosure statement that identifies the presence of the property within vicinity of the City of Willows municipal wastewater treatment plant and the potential exposure to related odor.
103. A ride-sharing board shall be installed at the proposed Neighborhood Park or at another location onsite that is at least equally visible and convenient for commuters. Said ride-sharing board shall minimally post local bus/transit schedules and include space for carpool and vanpool.
104. The proposed Neighborhood Park shall include secure bicycle racks and/or secure bicycle storage for at least 10% of the total number of residential units onsite.
105. All residential units onsite shall be built to achieve at least 20% greater energy efficiency than Title 24 standards of the 2008 Building Code.
106. With respect to the three sensitive bird species identified in the WRA Biological Assessment, (The Loggerhead Shrike, Grasshopper Sparrow and Song Sparrow (Modesto Population) the WRA report recommends that any vegetation removal in or adjacent to the Study Area be removed during the non-breeding season (September through February). If this is not possible, it is recommended that pre-construction breeding bird surveys be conducted within 14 days of ground disturbance to avoid disturbance to active nests, eggs, and/or young.
107. Although no Swainson's Hawk breeding habitat exists in the study area, suitable breeding habitat may exist adjacent to the study area and avoidance of potential impacts to Swainson's Hawk foraging habitat during the breeding season may be required. If site grading occurs during the Swainson's Hawk breeding season (March – August), CDFG-recommended protocol-level surveys shall be conducted prior to construction per the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (CDFG 2000b). Such surveys must consider the project area and surrounding 0.5 mile radius, must be conducted by a qualified biologist, and must occur no more than 30 days before the onset of any ground disturbing activities. If active nests are found, consultation with CDFG will be required and mitigation measures consistent with the *Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (Buteo Swainsoni) in the Central Valley of California* (CDFG 1994) will be required. No action is required if the grading is completed before September thru February such that the site does not provide foraging habitat during the breeding season.



108. Although no western burrowing owl habitat was located onsite, nor any owl sign observed during multiple field visits during the breeding season, at least 30 days prior to construction of the site, a preconstruction survey must be conducted on the project site and surrounding 150 meter (approximately 500 foot) buffer (where possible and appropriate based on habitat) to assess the presence of burrowing owls and their habitat. Burrowing owl and burrow owl surveys should be conducted during both the wintering and nesting seasons, unless the species is detected on the first survey. If possible the winter survey should be conducted between December 1 and January 31 (when wintering owl are most likely to be present) and the nesting season survey should be conducted between April 15 and July 15 (the peak of the season). Surveys conducted from two hours before sunset to one hour after, or from one hour before to two hours after sunrise, are also preferable. A report for the project shall be prepared for the City, the Department of Fish and Game Regional contact and to Wildlife Management Division Bird and Mammal Conservation Program. The report shall include date and time of visit, including the qualified biologist conducting surveys, weather and visibility conditions and survey methodology; the description of the site including location, size, topography, vegetation communities, and animals observed during visit(s); assessment of habitat suitability for burrowing owls; map and photographs of the site; results of transect surveys including a map showing the location of all burrow(s) including the number of each burrow if present; behavior of owls during the survey; summary of both winter and nesting seasons surveys including productivity information and a map showing territorial boundaries and home ranges; and any historical information.
109. If burrowing owls occur on the site during the non-breeding season, a passive relocation effort shall be instituted. During the breeding season (February 1 – August 15) any burrows occupied by burrowing owls can be assumed to possess young. A minimum 250 foot no-construction buffer zone shall be established around the burrow unless a qualified biologist with experience with burrowing owls verifies through non-invasive methods that either (1) the birds have not begun laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.
110. According to the WRA report dated June 2010, the Pond turtle may use the waters in the project vicinity for foraging and may use the uplands as potential breeding habitat. The WRA report recommends that an exclusion fence be installed to prevent sensitive species from entering the construction area from either the ditch or the irrigation canal. The exclusion fence should be installed prior to April 30th of the year when ground disturbance occurs. The fence is similar to an erosion control silt fence and constructed of similar materials; however, the lower portion should be buried in the ground so that animals cannot pass under it. Once way exit funnels should be installed at the base of the fencing to permit any herptofauna to exit the construction area



should they be present. The exclusion fencing should be maintained until ground disturbance is complete. If any construction occurs in the ditches, they should be dry or dewatered 30 days prior to construction.

111. Although no Giant Garden Snakes (GGS) were observed in the project area, an exclusion fencing is recommended for the pond turtle to prevent GGS from entering the work site during ground disturbance. The exclusion fence shall be of a material that will conform to the US Fish and Wildlife Service recommendations in their programmatic Biological Opinion for GGS which stipulates that snake fencing shall not be made of a substance that will trap and kill GGS. In addition, a preconstruction survey during the GGs active season by a knowledgeable qualified biologist familiar with GGS is required and construction equipment shall be cleared each morning to ensure GGS are not under them. A biological monitor shall provide an environmental awareness training program for all construction personnel, which should include photos and life history information about GGS and other potential sensitive species of the project site and the reporting process should incidental mortality occur. The DFG and the FWS shall be consulted if GGS are found on the project site before or during construction and construction shall cease until consulting with the wildlife agencies.
112. That there is evidence in the record that this project will contribute to cumulative impacts upon fish and wildlife due to a reduction in natural habitat and therefore does not qualify for a de minimus exemption from State Fish and Game fees. The applicant will be responsible for payment of these fees as authorized by Section 711.4 of the Department of Fish and Game Code.
113. In the event that archaeological remains or artifacts are uncovered during construction activities, work shall be stopped and a qualified archaeologist shall survey the site. The archaeologist shall submit a report with recommendations on the disposition of the site. Disposition may include, but is not limited to, excavation and curation or documentation, capping the site, or leaving the site in an open space area. The recommendations of the archaeologist shall be incorporated in the project.
114. The proposed development shall be designed and constructed in accordance with the most current applicable Building Codes, including the Uniform Building Code (UBC) and the California Building Code (CBC) as determined by the Building Division of the City of Willows.
115. Site preparation and grading, structure seismic design, foundation design, slab on-grade design, pavement design, and wintertime construction considerations shall be adhered to as described in the Miller Pacific Geotechnical Investigation Report dated May 27, 2009 and as adopted as part of the approved subdivision improvement plans.



116. To the satisfaction of the City's Building Official, a detailed final Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address at a minimum, potential for liquefaction, expansive soils and seismic risk. The subdivision improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
117. During construction, whenever feasible, equipment fueling and service should be conducted at a designated location other than the project site, including local gas stations or repair shops. When it is not feasible to fuel and/or service equipment onsite and such activities can only occur onsite, refueling or servicing shall be done with absorbent materials (i.e. absorbent pads, mats, socks, pillows, and granules) and/or drip pans underneath to contain spilled materials. Any spills resulting from fueling or hydraulic line breaks will be contained and cleaned up immediately to the satisfaction of the City Manager.
118. To the satisfaction of the City Manager, if contaminated soils are encountered during construction, proper storage and/or disposal of any contaminated soils that meet the definition of a hazardous waste shall be provided, and that such soils are removed for off-site treatment or disposal at an appropriate landfill.
119. According to the Glenn County Air Pollution Control District, in the event of a spill or leak, the project area could be vulnerable given the proximity of this project to the existing Glenn Fertilizer facility. In order to address this concern, the applicant has incorporated an emergency access route into the subdivision via an EVA access road to County Road 53 at the northeast corner of the project site as a secondary access point to alleviate emergency evacuation concerns. The applicant shall also provide an irrevocable offer of dedication between Lots 16 & 17 as the project phase develops that would extend from the proposed Maynord Manor to the northern EVA (Parcel A) common property line. This area would be utilized as an Emergency Vehicular Access (EVA) connecting to an EVA that runs along the northern property line, and extends east towards Tehama Street.
120. Sale of property in the proposed subdivision shall require the signature of the buyer on disclosure statements that identify the presence of the property within the range for both the worst case release scenarios and the alternate release scenarios of accidental spill or leak at the Glenn Fertilizer facility, as well as the potential risks of such scenarios.
121. To the satisfaction of the Glenn County Air Pollution Control District and the Willows Fire Department, the project proponent shall prepare and implement an emergency preparedness plan/emergency response plan (EPP/ERP) for release of hazardous materials at the Glenn Fertilizer facility. Said EPP/ERP shall minimally identify emergency response procedures

specifically designed for releases at the Glenn Fertilizer facility, evacuation procedures and routes specifically designed for releases at the Glenn Fertilizer facility, methods for keeping the residents informed of evacuation procedures/routes, and methods for alerting the residents of releases.

122. The project applicant shall secure a NPDES General Stormwater Permit for construction activities prior to the start of any land disturbance or construction activity. As part of the NPDES permit process, the project applicant shall prepare a SWPPP that outlines the Best Management Practices (BMPs) to be employed during construction activities to minimize storm water pollution. The SWPPP also shall include Best Construction Practices to be employed in the clearing and grading of the project site and for other scheduled construction activities.
123. Improvement plans shall include an erosion control plan. Erosion control measures shall include hydroseeding of all graded slopes within 60 days of completion of grading. Before approval of a grading permit, the developer shall provide to the City with 2 copies of the project Storm Water Pollution Prevention Plan.
124. The developer's engineer shall include a site-grading plan prepared by a Civil Engineer registered in the State of California as part of the required improvement drawings. Lots shall generally be designed to drain to the street.
125. During construction, the applicant and the contractor of record shall exercise BMPs, such as daily street sweeping and the placement of erosion control measures on-site, to minimize storm water pollution. The BMPs shall be listed in the required SWPPP for the project. The contractor shall designate a primary contact person who shall be available to the City of Willows in the event of noted storm damage or storm event. Said person shall be responsible for inspection of all erosion control facilities..
126. Site grading and drainage improvements shall be installed consistent with the recommendations and findings contained in the South Willow Drainage Study prepared by Steven LaFranchi & Associates, Inc dated November 2009 and addendum dated December 2009.
127. The applicant shall remove all temporary erosion control facilities upon stabilization of the entire project site, as approved by the City Engineer.
128. The applicant/contractor shall install structural control measures so as to reduce erosion and retain sedimentation, which may include stabilization of control entrance, installation of temporary gravel and construction entrance, and the installation of filter fabric fences.



129. An 8 foot sound wall shall be constructed along the western boundary of the site in order to provide noise reduction to the residents of the subdivision.
130. In accordance with Title 24 of the California Administrative Code, the City of Willows shall not issue a building permit for any residential structure if the interior community noise levels (CNEL) attributable to exterior sources exceed an annual CNEL of 45 dB in any habitable room with windows closed. The project proponent shall provide the City with an acoustical evaluation of the architectural plans for the proposed units that identifies the interior annual CNEL and the units' architectural plans shall be modified, if necessary, to attenuate interior noise levels to an annual CNEL of 45 dB or less in all habitable rooms.
131. An acoustical analysis shall be required for the proposed sewer lift station to verify that it has been properly designed to achieve a noise level of 45 dBA or less at the property lines of the nearest proposed residences. Where station noise levels do not comply with the standards, additional mitigation measures shall be incorporated to provide compliance. Typical mitigation measures include selecting quieter equipment, improving the design of the pump houses, adding acoustical louvers, and/or installing sound absorptive panels inside the pump house.
132. This note shall be placed on the subdivision final map and shall be included in the disclosure statements for the sale of property in the proposed subdivision: "The project is located in the immediate vicinity of the City of Willows wastewater treatment plan facilities, including storage ponds. Plant operations including associated noise, odors, lighting, and disinfection ad processing chemicals may result in a nuisance to nearby residents. The wastewater lift station in the Southeast area of the subdivision may also represent an intermittent noise nuisance to nearby residents".
133. The hours of construction shall be limited to 7:00 A.M to 6:00 P.M. Monday through Friday.
134. All impact fees shall be paid prior to the issuance of a building permit for each lot.
135. To the satisfaction of the Fire Department, the subject project will be developed with water main extensions designed pursuant to the Fire Flow Calculation Report prepared by LaFranchi & Associates, Inc. dated March 2009.
136. The fire apparatus access roads and hydrant location during construction shall meet the City of Willows Municipal Code Section 15.15.090. The Fire Department shall approve all hydrant locations and they shall be installed per California Fire Code Section 508.5.1. All roads shall have Fire Department



approval and there shall be a fire hydrant place at the bottom of every cul-de-sac.

137. To the satisfaction of the Fire Department, secondary access from Merrill Street shall be placed when the phases of construction are to that location.
138. Project shall include construction of a neighborhood park to offset additional demand on park availability.
139. The project would contribute to projected unacceptable level of service conditions at Airport at W. Wood Street, I-5 Southbound Ramps at W. Wood Street, and I-5 Northbound ramps at W. Wood Street. The project shall pay the City's development impact fee which will represent the Project's fair share of the cost of installing signals at these intersections.
140. The project would impact the level of service at the Tehama and Road 57 intersection. The project shall pay a fair share, as determined by the City, toward restriping on the eastbound approach to provide a separate left turn lane and a combined through+right-turn lane.
141. Final subdivision circulation improvement plans for Tehama Street shall include provisions for an inbound left turn lane, acceleration and deceleration lanes, and outbound right turn and left turn lanes.
142. A new sanitary sewer main will be installed from the intersection of Tehama Street and the proposed Sean Street under the existing water channels and Southern Pacific Railroad tracks to the existing 18" sanitary sewer trunk line located east of the railroad tracks. Installation of the new sewer system shall be in accordance with approved project improvement plans.
143. The project proponent shall submit the final water supply plans to the City of Willows for review and approval. Prior to submitting said plans, the proponent shall coordinate with the water purveyor (currently California Water Company) to determine if any new or improved storage facilities, booster pumps or wells would be needed to serve the project. If any new or improved water supply facilities are proposed/required, the City shall analyze such improvements to determine if they would cause any additional environmental impacts or would increase the severity of the impacts identified in this document. If any of the conditions that require subsequent CEQA documentation, pursuant to Section 15162 of the State CEQA Guidelines, are met, the City shall not approve the final water supply plans until the appropriate subsequent CEQA documentation has been completed.
144. A 12" water main shall be looped from this development in Merrill Avenue to Elm Street and shall connect to the stubbed water main from the adjacent commercial development.



145. All utilities shall cross in a transfer casing as approved by the City Engineer and will not be allowed to cross under the bridge abutments. The size of the sewer main will be determined by the City during the plan review and approval process.



SOUTH WILLOWS RESIDENTIAL NEIGHBORHOOD

DESIGN GUIDELINES

March 2010



South Willows Residential Neighborhood Design Guidelines

I) PURPOSE: The purpose of the Design Guidelines is to communicate with the development community in advance the design expectations for all future projects within the South Willows Residential Community to facilitate the review process. The goal is to facilitate the fair and consistent application of design objectives which will guide future development to ensure each new home: is appropriately placed on each site; the height, bulk and mass of the home is consistent with the desires of the community and the surrounding neighborhoods; and that the materials utilized for the home are consistent and complimentary within the neighborhoods.

II) APPLICABILITY: To accomplish this purpose, the guidelines within this section apply to all new development in the South Willows Residential Community. These guidelines should be used by owners/developers when designing homes. Substantial changes to these guidelines will require approval by the City of Willows planning staff or the City of Willows Planning Commission.



A) Single Family Home Design

Design Objectives: Develop attractive, functional and lasting buildings consistent with the desires of the community and the surroundings.

General Design Guidelines:

- i. Forms and shapes should be used to break up building mass where practical and where consistent with the proportions of the architectural style selected and surrounding uses.
- ii. Where the building mass cannot be broken up due to unique use constraints, building walls should be articulated through the use of texture, color, material changes, shadow lines and other façade treatments including providing landscaping along the building walls.
- iii. All elevations generally visible from public view should reflect the overall design, colors and textures used on the front façade
- iv. Consider including a front porch of a minimum depth of 6 feet.

B) Materials and Colors

Design Objectives: Use materials and colors that clearly support the projects overall design concept, style and blend with local surroundings.

General Design Guidelines:

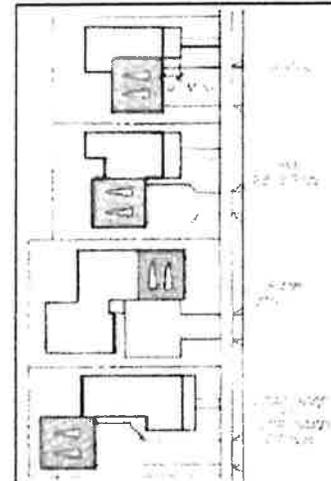
- i. For building siding utilize wood or simulated wood (fiber board), stone/concrete block, and /or stucco.
- ii. Details can introduce accent colors and materials; however, avoid too many bright colors which overpower the home design.

C) Garage Orientation

Design Objectives: To the extent feasible, home designs should minimize the impact of the garages and the parking aprons (driveway) in front of them.

General Design Guidelines:

- i. Minimize the driveway curb cut to 18 feet with a minimum 18 foot deep parking area behind the public right of way.
- ii. Set garages back a minimum of 5 feet from the front of the home or porch.
- iii. Consider the use of "Hollywood" driveways with a center strip of permeable paving materials such as turfstone, cobbles or similar treatment.
- iv. Consider incorporating garages orientations such as standard, recessed, side entry and rear yard with side yard drive (see figure).



VI) APPLICATION REVIEW PROCESS:

- A) Administrative Review:** City of Willows Planning Department Staff will utilize the South Willows Residential Community Design Guidelines to review and approve, or approve with conditions all future development within the project boundary.
- B) Planning Commission Review:** In the event that City of Willows Staff is concerned with the proposed design of a project within the South Willows Residential Community, at the discretion of the City Manager, said development applications may be forwarded to the Planning Commission for final Design Review.



SOUTH WILLOWS RESIDENTIAL DEVELOPMENT - PD Standards

I. Purpose.

The PD Development Standards for the South Willow Residential Development (SWRD) are intended to be applied only to properties within the development area defined by this District.

II. Permitted uses.

The following uses and structures are permitted in the SWRD:

- (1) One single-family residence including private garages, accessory buildings and uses.
- (2) Agriculture, horticulture, gardening, and keeping of animals as permitted by city ordinance but not including stands or structures for the sale of agricultural or nursery products.
- (3) Underground utility installations and aboveground utility installations for local service except that substations, generating plants, public utility communication buildings, and gas holders must be approved by the planning commission prior to construction. The route of any proposed transmission line shall be discussed with the planning commission prior to acquisition.
- (4) Rooming and boarding of not more than two persons.
- (5) Family day care homes serving 12 or fewer children exclusive of children who reside at the home. [Ord. 632-91 § 11.02, 10-22-91].

III. Uses permitted with a conditional use permit.

The following uses and structures may be permitted in the SWRD only if a conditional use permit has first been secured:

- (1) Private and religious schools, nursery schools and family day care centers providing services to more than 12 children.
- (2) Churches and home occupations.
- (3) Golf and country clubs.
- (4) Temporary real estate offices, tract sales offices and advertising signs, and tract construction and equipment yards.
- (5) Bed and breakfast establishments. [Ord. 632-91 § 11.03, 10-22-91].



IV. Development Standards (expressed in minimums):

Minimum Lot Area	6,000 square feet
Minimum Lot Width¹	
Interior	60 feet
Corner	70 feet
Minimum Lot Depth	90 feet
Minimum Front Setbacks²	
Porch	12.5 feet
Living Area	15 feet
Garage Door	18 feet
Minimum Rear Setbacks	
Typical	15 feet
Detached Garages	3 feet
Minimum Side Setbacks³	
Interior Side	6 feet
Detached Garage	3 feet
Corner Lot	
<i>Porch</i>	12.5 feet
<i>Living Area</i>	12.5 feet
<i>Forward Garage</i>	18 feet
Maximum Building Height	
Primary Building	35 feet
Secondary/Detached	25 feet
Parking	2 spaces in Garage

- 1: Minimum Lot Width is measured at the deepest front setback.
- 2: All setbacks are measured from associated property lines.
- 3: Acceptable encroachments include fireplaces, media niches, roof overhangs and architectural projections as long as the UBC is met.



SOUTH WILLOWS COMMERCIAL CENTER

DESIGN GUIDELINES

June 29, 2009



South Willows Commercial Center Design Guidelines

I) PURPOSE: The purpose of the Design Guidelines is to communicate with the development community in advance the design expectations for all future projects within the South Willows Commercial/Industrial Center to facilitate the review process. The goal is to facilitate the fair and consistent application of design objectives which will guide future development to ensure each new building: is appropriately placed on each site; the height, bulk and mass of the building is consistent with the desires of the community and the surrounding commercial projects; and that the materials utilized for the building reflect the agricultural setting of the site.

II) APPLICABILITY: To accomplish this purpose, the guidelines within this section apply to all new development in the South Willows Commercial Center. These guidelines should be used by owners/developers when designing projects. Substantial changes to these guidelines will require approval by the City of Willows planning staff.

III) ORGANIZATION: The Design Guidelines in this section are organized into two main sections: Site Design and Architecture.

IV) SITE DESIGN:

A) Circulation and Parking

Design Objective: Develop a circulation system within the project that promotes the safe movement of motor vehicles and pedestrians.

Design Guidelines:

- i. Integrate signage and other elements that facilitate way finding and emergency vehicle access.
- ii. Provide proper internal vehicle stacking distance at entrances.
- iii. Include safe and convenient pedestrian connections across parking lots and driveways. Delineate pedestrian pathways by providing physical separation or visual separation in texture or color.
- iv. Where practical, develop parking areas that are shared by multiple buildings
- v. For buildings/projects primarily dedicated to retail use:
 - a. Use canopy trees in the customer parking lots to provide additional shading and to reduce "heat island" impacts.
 - b. Where practical, keep truck access/delivery areas separate from customer parking areas.



B) Building Placement and Orientation

Design Objective: For sites located adjacent to the Commercial Street, locate buildings to make a positive contribution to the streetscape

Design Guidelines for lots adjacent to the Commercial Street:

- i. Orient building to screen storage and outdoor yard areas to the maximum extent feasible.
- ii. Orient office uses forward, toward the front of the site
- iii. For lots adjacent to the Commercial Street, design vehicle, equipment and material storage areas on the side or rear of buildings to minimize views from public areas. Utilize fencing and/or landscaping to screen views.
- iv. Separate public/visitor areas from truck delivery and maneuvering areas where practical.
- v. Screen trash enclosures with walls, fencing and/or vegetation.
- vi. At primary pedestrian building entrances, provide weather and sun protection, such as overhangs, awnings, canopies, etc. to mitigate climatic and solar conditions
- vii. Parking spaces should be accessible to building entries.
- viii. Fencing should be constructed of chain link with wood or plastic slats. No fence shall exceed ten feet in height.
- ix. For buildings developed on the rear lots, not adjacent to the Commercial Street:
 - a. Access must be from the dedicated common driveway.
 - b. The common driveway may not be used for parking or stacking.
 - c. The lot must be fenced from the adjacent lots if not under the same ownership.
- x. For buildings developed primarily for retail use:
 - a. Customer parking should be located in proximity to customer entrances.
 - b. Truck loading should be located away from pedestrian/customer areas.



C) Signage and Lighting

Design Objective: Provide building and pedestrian lighting that promotes safety and enhances architectural details

Design Guidelines:

- i. In multi-building projects, coordinate signage design and materials, including building addresses, to create a consistent style of building identification.



- ii. In multi-building projects, street number signs should be provided at main entrances using directory signs. On individual buildings, building address numbers should be readable from the street.
- iii. Building signage shall clearly communicate business name and if desired company product.
- iv. Select lighting fixtures that complement the general architectural style of the development.
- v. Provide security lighting that is both effective and attractive to promote a safe and secure facility.
- vi. Light sources should be concealed or shielded to the maximize extent necessary in order to reduce and minimize the effects of light glare and shall be directed away from the vision of passing motorists.
- vii. Use energy efficient light fixtures
- viii. Locate fixtures away from tree canopies when possible.

D) LANDSCAPING

Design Objective: Install landscaping that makes a positive contribution to the streetscape.

Design Guidelines:

- i. Design the project landscape to enhance the Commercial Street.
- ii. Low water use and drought tolerant trees, plants and ground cover are preferred
- iii. Shade trees should be located in the larger customer parking lots serving primarily the retail uses. Enclosed service, loading and storage areas are excluded
- iv. Coordinate landscaping plans with above and below ground utility locations.
- v. Use a combination of evergreen and deciduous trees and shrubs.
- vi. Use trees and shrubs to break up large building expanse.

V) ARCHITECTURE:

A) Building Design

Design Objectives: Develop attractive, functional and lasting buildings consistent with the desires of the community and the surroundings.



Design Guidelines:

- i. Forms and shapes should be used to break up building mass where practical and where consistent with the proportions of the architectural style selected and surrounding uses.
- ii. Where the building mass cannot be broken up due to unique use constraints (i.e. manufacturing or warehouse space) building walls should be articulated through the use of texture, color, material changes, shadow lines and other façade treatments including providing landscaping along the building walls.



- iii. Encourage the architectural integration of exposed industrial systems and equipment as a design option where practical.
- iv. All elevations generally visible from public view should reflect the overall design, colors and textures used on the front façade
- v. Design multi-building projects to include consistent design elements throughout the project.
- vi. Roof mounted mechanical equipment should be screened to the extent practical.
- vii. Where practical, orientate favorable elevation of office or warehouse toward Commercial Street.
- viii. For lots adjacent to the Commercial Street, design loading docks on the sides or rear of buildings to minimize views from the road. Utilize setbacks and/or landscaping to minimize view from neighboring property.



B) Building Materials and Colors

Design Objectives: Use building materials and colors that clearly support a projects overall design concept, style and blend with local surroundings.

Design Guidelines:

- i. For building siding, utilize metal, concrete, textured concrete, stone/concrete block, and /or stucco.
- ii. Details can introduce accent colors and materials; however, avoid too many bright colors which overpower the building.
- iii. Paint roll-up doors and service doors to blend with the main building colors.
- iv. Buildings should have clearly defined public and employee entrances incorporating a combination of elements
- v. Building colors shall reflect the agricultural setting of the site and compliment colors of surrounding building or structures.

VI) APPLICATION REVIEW PROCESS:

A) Administrative Review: City of Willows Planning Department Staff will utilize the South Willows Commercial Center Design Guidelines to review and approve, or approve with conditions all future development within the project boundary.

B) Planning Commission Review: In the event that City of Willows Staff is concerned with the proposed design of a project within the South Willows Commercial Center, at the discretion of the City Manager, said development applications may be forwarded to the Planning Commission for final Design Review.



CONDITIONS OF APPROVAL
SOUTH WILLOWS COMMERCIAL/INDUSTRIAL DEVELOPMENT
#TM09-01/#UP09-01/#PD09-01
SW CORNER OF TEHAMA STREET AND CR 53, EAST OF INTERSTATE 5
ASSESSOR PARCEL #'s 017-170-011; 001-091-012; 001-102-014; 001-101-003

Public Works/City Engineer Conditions of Approval
for the
South Willows Development
(Basin St. Properties)
July 2009

General Conditions:

1. The Developer shall design and construct all improvements and facilities shown on any approved tentative map, site plan, or other documents submitted for permit approval, in accordance with the Willows Municipal Code (WMC), the City of Willows Design and Construction Standards. Approval of a tentative map depicting improvements that do not conform to the WMC or City standards does not constitute approval of an exception to the WMC or City standards unless explicitly stated herein or in another City resolution.
2. The developer shall be responsible for all City plan check, map check and inspection costs. The developer shall deposit funds with the City upon the initiation of plan check services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual plan check and inspection costs.
3. The developer shall enter into a Subdivision Improvement Agreement with the City and provide bonding for any unconstructed portion of the development at the time the final map is recorded.
4. The developer shall provide the City with copies of the CC&R's for the development prior to recordation of the final map. The CC&R's shall include provisions for maintenance of all privately maintained landscape areas, utilities, driveways, EVA's, drainage facilities, etc. as shown on the project plans. The CC&R's shall meet the City's satisfaction prior to recording of the final map.
5. The entire list of the Conditions of Approval shall be placed on the local agency sheet of the parcel map. Development plans for each lot are subject to review and approval by the City prior to issuance of development of any lot within this development.
6. If any of the improvements which the applicant is required to construct or install is to be constructed or installed upon land in which the applicant does not have title or



interest sufficient for such purposes, the applicant shall do all of the following at least 60 days prior to the filing of the final or parcel map for approval pursuant to Government Code Section 66457:

- a) Notify the City of Willows (hereafter "City") in writing that the applicant wishes the City to acquire an interest in the land which is sufficient for such purposes as provided in Government Code Section 66462.5;
 - b) Supply the City with (i) a legal description of the interest to be acquired, (ii) a map or diagram of the interest to be acquired sufficient to satisfy the requirements of subdivision (e) of Section 1250.310 of the Code of Civil Procedure, (iii) a current appraisal report prepared by an appraiser approved by the City which expresses an opinion as to the current fair market value of the interest to be acquired, and (iv) a current Litigation Guarantee Report;
 - c) Enter into an agreement with the City, guaranteed by such cash deposits or other security as the City may require, pursuant to which the applicant will pay all of the City's cost (including, without limitation, attorney's fees and overhead expenses) of acquiring such an interest in the land.
7. All existing and proposed utilities (both on-site and along project's Tehema Street frontage) shall be placed underground. This does not include surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.
 8. Any existing wells, septic tanks and/or underground fuel storage tanks found on the development site shall be abandoned under permit and inspection of Glenn County Department of Health Services or other designated agency. If there are none, the applicant shall provide a copy of the Phase I Environmental Assessment describing the scope of the search done to make this determination.
 9. The tentative map indicates that this project will be phase. In discussions with the applicant, it is our understanding that phasing may or may not include phases as are shown on the tentative map. Accordingly, dependent on the phasing that actually occurs, additional conditions of approval may be necessary. The City reserves the right to consider either modification of these conditions or placement of additional conditions as each phase is built.

Improvement Plan and Construction Conditions:

10. Improvement plans shall be prepared and submitted by a California Registered Civil Engineer for the construction of all necessary and required on-site and off-site improvements including grading, water, sanitary sewer, storm drain facilities, roadway improvements, signing, striping, curbs, gutters, sidewalks, parkway strips and streetlights. All design and construction shall conform to the City of Willows Design and Construction Standards, as applicable. During the plan checking process for the development, the applicant's engineer shall respond in writing to the matrix that shall be provided with the plan check containing all conditions of approval and



any mitigation measures from the environmental analysis. Responses shall describe how the condition has been met and shall, where applicable state the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of the final map and improvement plans.

11. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
12. The applicant shall provide an environmental soil analysis addressing the possible presence and appropriate mitigation of fertilizers and other contaminants at the site. The applicant shall be responsible for implementing any recommended mitigation measures with the project.
13. All private water mains, sewer mains and storm drains shall be clearly labeled "Private" on the improvement plans.
14. Improvements plans shall include a storm water pollution prevention plan. Erosion control measures shall include hydroseeding of all graded slopes within 60 days of completion of grading.
15. Landscaping/Planting:
 - a. The Applicant shall show in the improvement plans and shall install necessary root barriers to ensure that root systems from proposed street trees will not result in any encroachment that will cause damage to proposed right of way improvements, including streets, curbs, gutters, sidewalks and buried utilities (water, sewer, storm drain, and private utility company facilities.)
 - b. The Applicant shall select a street tree that shall be such that the branches do not interfere with commercial truck traffic.
 - c. The Applicant shall submit irrigation and drainage plans for all street landscaping.
 - d. If any of the areas within the development are going to be included for maintenance in the City's Landscape and Lighting Assessment District, all areas to be maintained shall be contained in a parcel that will be dedicated in fee to the City on the Parcel Map. Additionally, the applicant shall sign a waiver waiving the right to protest inclusion within the district and shall be responsible for all assessment engineering costs incurred in the initial year for annexing this property into the existing assessment district
16. Roadway Improvements:
 - a. The structural section of all road improvements shall be designed based upon a geotechnical investigation that provides the basement soils R-value and



expansion pressure test results. A copy of the geotechnical report shall also be submitted with the first plan check of the improvement plans.

- b. Where new roadway improvements abut existing paving, the existing pavement section shall be saw-cut and reconstructed to provide adequate conforms. The limits of such reconstruction shall be as determined by the City Engineer.
- c. Pavement markings and signage shall be provided on all streets as necessary and as required by the City Engineer. Signage restricting parking and red painted curbing shall be installed where required. Speed limit signs and other regulatory and informational signs shall be installed at locations approved by the City Engineer.
- d. Street lighting shall be designed to meet safety requirements and minimize glare. Street light standard and luminaries of the design, spacing, and locations shall be approved by the City Engineer. All lighting must have shields.
- e. Commercial Street shall be 48-foot curb to curb width and shall include an additional 10 feet from face of curb to right-of-way on both sides of the street. The structural section of the road shall be designed to support a minimum Traffic Index of 8.0. The road shall be striped to include centerline striping, stop signs, stop bars and other striping that may be required on the improvement plans. The street shall be designed in such a way as to provide a walking area on the south side of the street (in-between the curb and gutter and the right-of-way) for pedestrians that will not conflict with landscaping.
- f. Tehama Street shall be improved to include tapers for entry, left turn pockets, acceleration and deceleration lanes and a transit stop. All design shall be per the City's Design and Construction Standards and Caltrans standards.
- g. Prior to the approval of the improvement plans and parcel map, the applicant shall submit written evidence (an executed easement deed) showing that the proposed EVA on the adjacent property to the south has been approved and granted by the property owner. The EVA shall be maintained privately.
- h. The EVA easement between lots 19/20/21 and along the easterly $\frac{1}{2}$ of the southerly boundary of the project shall be 30 feet in width and shall include an improved 20 foot wide paved road with sufficient structural section to support fire and other emergency vehicles. The fully improved EVA shall extend from Commercial Street to its intersection with Tehema Street. The EVA shall be privately maintained. Maintenance provisions shall be included within the CC&R's for the development. The EVA easement shall extend across the proposed Parcel B. Access to the EVA shall be coordinated with the City and gates with Knox boxes shall be required at certain points to prohibit ongoing use of this EVA for non-emergency access to the project site.



- i. The applicant shall irrevocably dedicate on the parcel map sufficient right of way width (minimum of 45 feet) along the same alignment as the EVA for eventual construction of a full City street. Improvements adjacent to this irrevocable offer of dedication shall be such that no structures or significant hard-scape improvements will have to be removed if and when the road is installed. It is the City's intent to provide an opportunity to have a street constructed in this location to provide for circulation to the property to the south.
- j. The design of the bridge at the intersection of Commercial Street and Tehama Street shall be fully improved to provide for turning movements into and out of the development, shall include a 5-foot sidewalk on one side and shall be capable of supporting fully loaded semi trucks. The bridge design shall include railing, guardrails per FHWA standards. Bridge construction shall be such that it does not impact the hydraulic carrying capacity of the existing ditch along Tehama during a 100-year flood event. Water and dry utilities that will be hung off the bridge will be supported by brackets and shall be constructed on the downstream side of the bridge.
- k. The design of all temporary (with each phase) and permanent cul-de-sacs shall be capable of turning a semi tractor/trailer. This shall be demonstrated through the use of truck templates to establish required radii. The permanent cul-de-sac shall include surfacing material that will not degrade under tire turning movements. Any temporary cul-de-sacs shall be designed such that storm water is picked up through approved and constructed storm drain facilities and transmitted to either Parcel A or B.
- l. All access roads providing access to lots off of Commercial Street shall be private and shall be privately maintained. CC&R's or maintenance agreements (to the city's satisfaction) shall be executed and recorded with the final map.
- m. All internal access roads shall be designed with adequate turnarounds.

17. Water and Sanitary Sewer Improvements:

- a. All public water improvements shall be in conformance with Cal Water Standards. All improvement plans associated with water improvements shall be submitted to both the City and Cal Water and shall ultimately be approved by Cal Water prior to approval of the overall improvement plans for the development. All public water mains shall be installed within the public right-of-way or approved public utility easements. Any easements must be obtained prior to construction.



- b. The applicant shall submit a water supply analysis that demonstrates adequate fire flows will be available at all fire hydrants locations. This plan shall be reviewed and approved by the Fire Marshall.
- c. The offsite water main in Tehama Street will require an encroachment permit from the City and all work within the right-of-way will be subject to the requirements of the City of Willows. The water main alignment in Tehama Street shall be such that it will have minimum impact on the current paved surface of the road.
- d. All public sewer mains must be located in public right-of-way wherever possible. Where public water and sewer mains must be located on private property, all necessary easement dedications must be made prior to signing of the improvement plans for the project by the City.
- e. The developer shall design and install water and sewer improvements along the entire frontage of this development in Tehama Street. At the northerly and southerly limits, all lines shall be appropriately ended (with cleanouts, blow-offs, etc.)
- f. Sewer grades must be designed such that ultimate finished floors are a minimum of 12" above upstream manhole or clean-out rim elevations. Inadequate elevation differentials or grade on private laterals, as determined by the City, must be mitigated by either raising finished floor elevation(s) or installing privately owned and operated sewer lift station(s) with grinder/ejector pump(s) on site.
- g. All sewer laterals serving all parcels within this development shall be considered private from their connection point at the proposed sewer main in Commercial Street and shall be privately maintained. The overall maintenance agreement and/or Covenants, Codes and Restrictions (CC&R's) for the development shall address maintenance of all private sewer mains to the city's satisfaction.
- h. The developer shall be responsible for obtaining all easements associated with the construction of the sewer line connecting to the City's 18-inch sewer line on the east side of the railroad tracks. The developer shall provide proof of permission, in writing, to the City from all impacted properties (including the Railroad) prior to approval of the improvement plans. Construction under the railroad right-of-way shall be done per jack and bore method (no directional drilling allowed.) The developer shall be required to submit evidence that the conduit that will house the sewer line was put in at the proper grade. This sewer line shall require an encroachment permit from the City for installation. As part of the requirements, when the new manhole is constructed on the existing 18-inch sewer line, the developer shall be required to maintain flow in the existing sewer line during the entire construction process. If pumping



around construction is necessary, the contractor will be required to install an adequately sized pump/generator set and provide one back-up pump/generator set to ensure that there is no down time (the line flows full nearly 24 hours/day.) If pumping is required, the developer shall provide man-power 24 hours per day to monitor the pumps to ensure operations are maintained and any problems can be addressed immediately.

- i. The developer shall be responsible to appropriately size the section of sewer main between the existing 18-inch sewer main and the manhole to the entry of the proposed project, as well as the two sewer lines in the north/south direction to ensure that they are appropriately sized to handle future development in the area. An engineering analysis will be required to be submitted with the first submittal of the improvement plans showing assumptions, flows and sizing.
- j. The sewer line from the proposed manhole in Tehema Street into the site is required to go under the existing drainage channel on the west side of the street. The alignment of the sewer line shall be such that at the crossing of the drainage channel the line will not be placed under the proposed bridge structure (to ensure maintenance on the line can take place in the future.) Easements necessary for construction of this alignment shall be provided on the parcel map.
- k. The improvement plans shall show water and sewer services stubbed to all lots not having street frontage. All such utilities shall be in utility easements to each of the lots.
- l. The developer shall be responsible for installing a reclaimed water line in the alignment and to the extent as shown on the improvement plans. The size of said line shall be determined during the design of the project, but shall be sufficiently sized to serve this project and the proposed project to the north (at a minimum.)

18. Storm Drain Improvements:

- a. The applicant shall submit for review and approval, drainage plans and hydraulic calculations prepared by a Registered Civil Engineer. All project related flooding impacts shall be mitigated by the project developer. Drainage improvements shall be designed in accordance with the Design Criteria utilizing the rationale method and any applicable adopted City drainage plans. The drainage plans and calculations shall indicate the following conditions before and after development:
 - o Quantities of water, water flow rates, major water courses, drainage areas and patterns, diversions, collection systems, flood hazard areas, sumps and drainage courses. Hydrology shall be per the City Engineer's direction.



- b. Post-development off-site flows shall not exceed pre-development flows
- c. The capacity and condition of existing drainage facilities downstream of the development shall be analyzed and off-site drainage improvements shall be constructed as necessary. Site grading and drainage improvements shall be shown on the improvement plans.
- d. All proposed detention ponds associated with this project shall be sized to handle 100-year storm event flows. All public storm drain piping and inlets in or adjacent to streets shall be sized to handle a minimum of 10-year storms.
- e. The proposed access bridge from Tehama Street to the site shall be constructed so that the bridge does not encroach or impact the 100-year flows in the existing drainage channel.
- f. For any public storm drain constructed outside of the right-of-way, pipe sizes shall be a minimum of 15-inches in diameter and shall be contained within 15 foot wide storm drain utility easements. Said easements shall prohibit construction of any permanent improvements adjacent/abutting to the easement to ensure that if maintenance or replacement is necessary that construction equipment will not impact any structures. Additionally, single pipes shall be required (as opposed to multiple smaller sized pipes) in all storm drains outside of the right of way.
- g. 100-year overland flow routes shall be provided for all inlets in sump conditions. The overland flow routes shall be contained in easements and improvements within the easements shall be limited to landscaping that will not significantly impede the flows. The overland flow routes shall extend from Commercial Street to either of the detention ponds.
- h. All drainage ditches adjacent to Interstate 5 on lots 1 and 2 shall be privately maintained.
- i. The improvement plans shall provide at least two access points to each of parcels A and B for maintenance.
- j. A maintenance district shall be set up for this development to fund all maintenance of Parcels A and B, as well as the existing drainage ditch along Tehama Street. The developer shall be responsible to pay all cost for the creation of the maintenance district (1982 Act Assessment District.)
- k. There shall be no lot to lot drainage allowed without easements.
- l. The improvement plans shall show facilities acceptable to the City for the release points of Parcels A and B into the ditch along Tehama Street. These may or may not be the flap gate concept that is shown on the tentative map.
- m. The applicant shall provide a clean storm water runoff plan and an associated clean storm water facility operations and maintenance plan in accordance with applicable local and state requirements.



- n. The detention basins and EVA embankments shall be designed and constructed for saturated soil conditions and in accordance with the recommendations of the project soils engineer.

Final Map Conditions:

19. A final map, as defined in the State Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer, showing all parcels, rights-of-way, and easement(s) shall be filed with the City Engineers Office. The final map shall be substantial conformance with the approved Tentative Map and all applicable conditions of approval. The final map is not valid until it has been approved and recorded.
20. The developer shall secure all necessary rights-of-way and easements for both onsite and offsite improvements. Rights-of-way and easements shall be dedicated on the map or provided by separate instrument. The developer shall prepare all necessary legal descriptions and deeds. The following offers of dedication shall be made to the City:
 - All rights of way associated with improvements along Tehema Street
 - All right of way associated with Commercial Street.
 - All utility easements needed to support the public utilities needed with this project.
 - Parcels A and B (including combining lot 22 with Parcel B.)
 - Access easements from Commercial Street to approved access points for Parcels A and B. The portion of these access easements across lots 3, 12 and 17 can be provided by separate deed, if so desired. The access easements over lots 3, 12 and 17 can differ from what is shown on the Tentative Map if development of these lots are such that relocation of these easements are needed to support development of these lots.
21. The applicant shall transmit by certified mail a copy of the conditionally approved Tentative Map together with a copy of Section 66436 of the State Subdivision Map Act to each public entity or public utility that is an easement holder of record. Written compliance shall be submitted to the City of Willows
22. The final map shall not be approved prior to approval of the improvement plans.
23. Prior to approval of the final map, the developer shall either complete required improvements in accordance with the approved improvement plans, or enter into an Improvement Agreement. A certificate of occupancy shall not be issued for any structure until required improvements are completed to the satisfaction of the City Engineer.
24. The 100-year release points (overland) shall be shown on the parcel map.



Construction Conditions:

25. No grading or other construction shall be performed until the improvement plans have been approved and signed by the City Engineer. Encroachment Permits and Building Permits will not be issued prior to the approval of the improvement plans. An Encroachment Permit is required for any work within the City's rights of way.
26. Prior to commencing any construction on the site, the ponded/heavily saturated area (identified as lot 22 on the Tentative Map) shall be fenced off to prohibit any construction activity from taking place in this area.
27. The developer shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
28. Before or any construction activity that would result in a land disturbance of one acre or larger, the developer shall provide evidence that a Notice of Intent has been submitted and received by the Regional Water Quality Control Board for a General Construction Activity Storm Water Permit. A copy of the project Storm Water Pollution Protection Plan shall be submitted to the City.
29. If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Glenn County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
30. Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed and service connections stubbed out behind the sidewalk. Public utilities, Cable TV, sanitary sewers, and water lines, shall be installed in a manner which will not disturb the street pavement, curb, gutter and sidewalk, when future service connections or extensions are made.
31. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. It shall be accompanied by an engineering and geological opinion as to the safety of the site from hazards of land slippage, erosion, settlement, and seismic activity. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.
32. Prior to placing the final lift of asphalt, all public sanitary sewer and storm drain lines shall be video inspected at the expense of the contractor/developer. All video tapes shall be submitted to the City. If any inadequacies are found, they shall be



- repaired prior to the placement of the final lift of asphalt.
33. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this development shall be the responsibility of the Developer and shall be repaired to the satisfaction of the City at the Developer's expense.
 34. The applicant shall submit a proposed haul route for all trucking associated with this project to the City Engineer for review and approval prior to commencement of construction. Haul routes for major construction traffic shall be restricted to Road 57 and Tehama Street. No through-city construction traffic should be proposed.
 35. Dust control must be maintained to the City's satisfaction.
 36. Working hours shall be restricted to the hours of 7:00 a.m. to 6 p.m., Monday through Friday.
 37. The City shall not take over the maintenance responsibility of any temporary cul-de-sacs or other temporary facilities.

Subdivision Final and/or Release of Securities Conditions:

38. All improvements shown on the Improvement Plans shall be completed and accepted by the City except for any temporary facilities (temporary cul-de-sacs or turnarounds), prior to release of any surety.
39. All punch-list work shall be completed and any outstanding inspection fees or other charges shall be paid prior to release of any surety and acceptance of the improvements.
40. Developer shall provided sufficient surety guaranteeing the public improvements for a period of one year (maintenance bond.)
41. A complete set of *As-Built* or Record improvement plans showing all substantial changes from the original plans shall be certified by the Civil Engineer of record and submitted to the City Engineer prior to acceptance of the public improvements.
42. Prior to acceptance of any landscape improvements, the developer shall provide a written statement signed by his or her landscape architect certifying that they observed the work during construction and that site planting, irrigation and any other landscaping improvements have been completed in accordance with the improvement plans approved by the City Engineer.
43. Prior to acceptance of the work, the developer shall provide a written statement signed by his or her geotechnical engineer certifying that they observed the work and reviewed testing results, and that all of work was performed in accordance with the



recommendations included in the Soils Investigation/Geotechnical Report or other recommendations necessitated by field conditions.

Conditions Associated with the Mitigated Negative Declaration

44. Future construction shall adhere to the Design Guidelines and Planned Development requirements as adopted for this project.
45. All reflective structure surfaces such as windows and roofs shall be designed, treated, and installed as to reduce glare and sun reflection off-site, especially in the direction of Interstate Highway 5. Building plans shall be reviewed by the Planning Director to ensure compliance with this condition prior to the issuance of building permits.
46. The City Planning Director shall have the authority to require the Final Lighting Plan to be modified (including the wattage) and/or additional information to be submitted so that the lighting meets the requirements listed above. The Final Lighting Plan shall include, but not be limited to, the following:
 - a. Details regarding exterior lighting with lighting sources that are full cut-off, hooded, and down-cast, or otherwise shielded to ensure that light does not adversely shine towards neighboring properties, or toward the night sky.
 - b. Lighting sources with the minimum wattage necessary to provide adequate security without causing excessively bright night glow.
 - c. Sufficient details regarding the proposed wattage and area of coverage for all site lights
47. A Final Landscaping Plan shall be submitted to the City by the project applicant for review and approval by the Planning Director prior to the issuance of building permits. This plan shall include, but not be limited to, the following:
 - a) A planting legend that includes the names, location, coverage area, and canopy cover of all vegetation proposed for the site;
 - b) A planting schedule for all vegetation installed on the site; and
 - c) A maintenance schedule for on-site vegetation, including a watering schedule and irrigation system design.
48. Construction activities shall be conducted with adequate dust suppression methods, including watering during grading and construction activities to limit the generation of fugitive dust or other methods.
49. The applicant shall secure a grading permit from the Building Division and shall adhere to all grading permit conditions, including Best Management Practices. All fill areas and other areas disturbed by grading shall be treated in a manner that will reduce dust, including landscaping or erosion control hydro seeding.
50. During construction activities, the contractor shall remove daily accumulation of mud and dirt on paved roads that serve the project site.



51. Glenn County Air Pollution Control District "Authorization to Construct" will be required for any boilers, generators (over 50HP), or other diesel, natural gas, or propane fired equipment that will be permanently kept at the community.
52. Contractors hired for the construction and build out phases of the project shall comply with the California Air Resources Board Portable Equipment Registration Program requirements.
53. The Pallid Bat has the potential to roost in the trees and buildings in the southeastern portion of the project area (proposed Parcel B). Disturbance or removal of these trees and buildings may impact potential bat roost sites. If these trees and buildings are left undisturbed, no further mitigation is required. If this area is to be disturbed as part of this project, pre-construction surveys will be required to determine the presence or absence of bat roost sites. Pre-construction bat surveys do not need to be performed if work is conducted between September 1 and October 31, after young have matured and prior to the bat hibernation period. However, if it is necessary to disturb potential bat roost sites between November 1 and August 31, pre-construction surveys shall be conducted pursuant to criteria specified in the WRA Biological Assessment dated March 20, 2009.
54. With respect to the five sensitive bird species identified in the WRA Biological Assessment, vegetation removal in or adjacent to the project site should take place during the non-breeding season (September through February). If this is not possible, pre-construction breeding bird surveys shall be conducted 14 days prior of ground disturbance to avoid disturbance to active nests, eggs, and/or young. If site grading occurs during the Swainson's Hawk breeding season (March-August), the project proponent shall conduct CDFG-recommended protocol-level surveys prior to construction per the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (CDFG 2000b). The area to be surveyed shall include a 0.5-mile radius area including and surrounding the project site. If active nests are found, consultation with CDFG will be required and mitigation measures consistent with the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (*Buteo swainsoni*) in the Central Valley of California (CDFG 1994) will be required. No action is required if the grading is completed from September thru February such that the site does not provide foraging habitat during the breeding season.
55. According to the WRA report dated March 20, 2009, the Pond turtle may use the waters in the project vicinity for foraging and may use the uplands as potential breeding habitat. The WRA report recommends that the ditch adjacent Tehama Street east of the project site be drained prior to construction activities in order to encourage pond turtle to vacate this area. If this is not feasible due to issues associated with Section 404 Waters of the United States (see discussion below) or other concerns, an exclusion fence shall be installed adjacent to the ditch in order to preclude turtles from nesting in this location.
56. WRA Section 404 "Waters of the United States" Determination dated May 2009 concluded that the project area contains "5.3 acres of wetland" Lot 22, which is 8.5



acres in size and encompasses the identified 5.3 acre wetland area, shall remain undisturbed and shall include a 10' setback as described in the tentative map.

57. With respect to the drainage channel adjacent to Tehama Street, the WRA report dated May 2009 states that "As per 33 CFR 328.3(a)(5) of the Clean Water Act, the Corps has jurisdiction over 'tributaries of navigable waters', and as a tributary to the Glenn-Colusa Canal, the agricultural drainage ditch may be regulated by the Corps as a "water of the U.S." Any development at this location shall conform with Army Corps of Engineers requirements should it be determined that the drainage ditch is considered to be within their jurisdiction.
58. That there is evidence in the record that this project will contribute to cumulative impacts upon fish and wildlife due to a reduction in natural habitat and therefore does not qualify for a de minimus exemption from State Fish and Game fees. The applicant will be responsible for payment of these fees as authorized by Section 711.4 of the Department of Fish and Game Code.
59. In the event that archaeological remains or artifacts are uncovered during construction activities, work shall be stopped and a qualified archaeologist shall survey the site. The archaeologist shall submit a report with recommendations on the disposition of the site. Disposition may include, but is not limited to, excavation and documentation, capping the site, or leaving the site in an open space area. The recommendations of the archaeologist shall be incorporated in the project.
60. The proposed development shall be designed and constructed in accordance with the most current applicable Building Codes, including the Uniform Building Code (UBC) and the California Building Code (CBC) as determined by the Building Division of the City of Willows.
61. Site preparation and grading, structure seismic design, foundation design, slab on-grade design, pavement design, and wintertime construction considerations shall be adhered to as described in the Miller Pacific Geotechnical Investigation dated May 27, 2009 and as adopted as part of the approved subdivision improvement plans.
62. During construction, whenever feasible, equipment fueling and service should be conducted at a designated location other than the project site, including local gas stations or repair shops. Any spills resulting from fueling or hydraulic line breaks will be contained and cleaned up immediately. No refueling or servicing shall be done without absorbent materials (i.e. absorbent pads, mats, socks, pillows, and granules) or drip pans underneath to contain spilled materials.
63. The project applicant shall secure a NPDES General Stormwater Permit for construction activities prior to the start of any land disturbance. As part of the NPDES permit process, the project applicant shall prepare a SWPPP that outlines the Best Management Practices (BMPs) to be employed during construction activities to minimize storm water pollution. The SWPPP also shall include Best Construction Practices to be employed in the clearing and grading of the project site and for other scheduled construction activities.
64. During construction, the applicant and the contractor of record shall exercise BMPs, such as daily street sweeping and the placement of erosion control measures on-site,



to minimize storm water pollution. The BMPs shall be listed in the required SWPPP for the project. The contractor shall designate a primary contact person who shall be available to the City of Willows in the event of noted storm damage or storm event. Said person shall be responsible for inspection of all erosion control facilities.

65. Site grading and drainage improvements shall be installed consistent with the recommendations and findings contained in the South Willow Drainage Study prepared by Steven LaFranchi & Associates, Inc dated May 2009.
66. The hours of construction shall be limited to 7:00 A.M to 6:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. on Saturday, with no construction to occur on Sundays and holidays.
67. The subject project will be developed with water main extensions designed pursuant to the Fire Flow Calculation Report prepared by LaFranchi & Associates, Inc. dated March 2009.
68. The project would marginally contribute to projected unacceptable level of service conditions at Airport at W. Wood Street, I-5 Southbound Ramps at W. Wood Street, and I-5 Northbound ramps at W. Wood Street. The project shall pay the City's development impact fee which will represent the Project's fair share of the cost of these improvements.
69. The project would impact the level of service at the Butte Street and West Wood intersection under cumulative development conditions. The Project shall pay a fair share (3.29 percent as calculated in the Dowling Associates report dated May 13, 2009) toward the portion of the cost of signalizing this intersection that is not covered by funds identified from other sources.
70. Final subdivision circulation improvement plans for Tehama Street shall include provisions for an inbound left turn lane, acceleration and deceleration lanes, and outbound right turn and left turn lanes.
71. A new sanitary sewer main will be installed from the intersection of Tehama Street and the proposed Commercial Street under the existing water channels and Southern Pacific Railroad tracks to the existing 18" sanitary sewer trunk line located east of the railroad tracks. Installation of the new sewer system shall be in accordance with approved project improvement plans.

Fire Department Conditions

72. The fire main is required to be a looped system.
73. The main entry road is required to painted red curb (no parking) on both sides.
74. All buildings will be required to have a hydrant within 50 feet of the FDC.
75. Hydrant spacing shall not exceed 450 feet.
76. Minimum fire flows are required to be 2,000-2,250 gpm for a minimum duration of 2 hours.
77. Emergency vehicle roads shall meet minimum City standards for surfacing, widths and weights.



Building Department Conditions

74. Prior to issuance of a building permit, the developer shall provide building pad elevation certification from a California licensed civil engineer or land surveyor, certifying that the building pad has been constructed to the elevation as shown on the approved improvement plans. Also, the pad compaction shall be certified by a licensed geotechnical engineer.



SOUTH WILLOWS COMMERCIAL CENTER

PLANNED DEVELOPMENT STANDARDS

June 29, 2009



SECTION 1.0: PERMITTED USES

From the CC District

- 1) Banks, business offices, food, hardware, variety, department, drug, jewelry, clothing stores, and general retail establishments.
- 2) Music and dance studios.
- 3) Printing shops and photographic stores.
- 4) Cafes, restaurants and catering shops.
- 5) Art and antique shops, pawn shops, and florists.
- 6) Newspapers and commercial printing shops and repair shops.
- 7) Laundries.
- 8) Barber shops and beauty parlors.
- 9) Libraries.
- 10) Movie theaters.
- 11) Museums and galleries.
- 12) Bakeries, including only retail sales on the premises and baking to supply not more than three (3) retail outlets.
- 13) Outdoor advertising signs and structures pertaining to the use or operation on the site and not exceeding two (2) square feet of sign per linear foot of site frontage.
- 14) Professional offices, studios, and clinics.
- 15) Public utility offices, substations, communications equipment buildings and related structures and uses unless a Conditional Use Permit is required for such uses by other provisions of the City of Willows Zoning Ordinance.
- 16) Incidental storage when contained within an enclosed building and when it is clearly incidental to an integral to the operation of the primary business.
- 17) Other uses, which, in the opinion of the Planning commission are similar to those uses listed above.
- 18) Health Clubs (moved from conditional).
- 19) Hotels, motels and similar lodging facilities (moved from conditional).
- 20) Churches and civic clubs (moved from conditional).

From the CG District

- 21) Pet shop and veterinarian offices.
- 22) Mortuaries and funeral parlors.
- 23) Private schools and business colleges.
- 24) Commercial parking lots and parking garages.
- 25) Automobile service stations.



From the ML District

- 26) Assembly and storage of goods, materials, liquids and equipment, except storage of flammable or explosive matter or materials which create dust, odors or fumes.
- 27) Wholesale and storage warehouses.
- 28) Feed stores.
- 29) Manufacturing, processing, fabricating, refining, repairing, packaging or treatment of goods, materials or produce by electric power, oil or gas (except operations involving fish fats and oils, bones and products or similar substances commonly recognized as creating offensive conditions in the handling thereof).
- 30) Dyeing and dry cleaning plants, rug cleaning plants, laundries, veterinary hospitals and enclosed animal kennels, cabinet shops, and construction materials yards (except including gravel, rock and cement materials yards).
- 31) The following, when conducted within a building or enclosed within a solid wall or fence of a type approved by the Planning Commission not less than six (6) feet in height: Major automobile repairs, body and fender repair shops, auto painting shops, cooperage and bottling works, sheet metal shops, welding shops, truck terminals and retail lumberyards.
- 32) Automobile sales and service including used car lots.
- 33) Caretaker's residence provided that the legally established use requires the continuous supervision of a caretaker or security person.

SECTION 2.0: CONDITIONAL USES

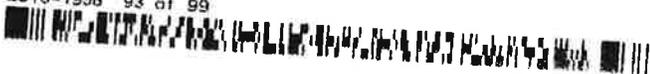
- 1) Boarding houses and group dwellings.
- 2) Bars and cocktail lounges.
- 3) Adult businesses.
- 4) Other uses which, in the opinion of the Planning Commission, are of similar nature to those uses listed above.

SECTION 3.0: DEVELOPMENT STANDARDS

	Commercial Lots	Industrial Lots
Maximum Acreage ¹	15 acres	50 acres
Minimum Lot Size	5,000 square feet	10,000 square feet
Yards		
Front	0	0
Side	0	0
Rear	12 feet if accessible from a street or alley	0
Lot Coverage (Gross Building sq.ft.)	75%	60%
Height	35 feet, maximum	50 feet, maximum
Loading	1 private off-street	1 private off-street

South Willows Commercial/Industrial Center

PD Standards



	space per 25,000 gross square feet of building area	space per 50,000 square feet of building area
Parking	Section 9 of the City of Willows Zoning Ordinance, June 2000	Section 9 of the City of Willows Zoning Ordinance, June 2000
Signs	Section 10 of the City of Willows Zoning Ordinance, June 2000	Section 10 of the City of Willows Zoning Ordinance, June 2000
Noise Regulations: Uses within the South Willows Commercial Center shall be subject to and follow the noise regulations established by the City of Willows.		

¹: This regulation limits the total commercial acreage in the 50 acre project to 15 acres. The total 50 acre project may be built out with industrial uses.



EXHIBIT B

Additional Conditions

City was recently approved for a \$2,500,000.00 grant (the "Grant") from the US Economic Development Administration for the construction of off-site improvements in and about Tehama Street as more fully described on Exhibit C ("the "Off-Site Improvements"). The Grant requires City to contribute \$1,071,429.00 toward the cost of the Off-Site Improvements over and above the amount of the Grant. City has requested that Developer contribute \$535,715.00 toward the required City contribution amount, and Developer is willing to do so subject to the terms and conditions of this Agreement. City shall diligently obtain all necessary permits and approvals and construct the Off-Site Improvements in a good and workman like manner, in compliance with all terms, conditions and requirements of the Grant (including terms and conditions relating to the commencement and completion dates of the Off-Site Improvements), and in any event with completion of construction of the Off-Site Improvements to occur no later than June 1, 2017, subject to Section 21 of the Agreement. In consideration of City's agreement to timely construct the Off-Site Improvements, Developer shall contribute \$535,715.00 to City to be used solely to pay for the cost to construct the Off-Site Improvements. Developer shall pay such amount plus interest at a five percent (5%) annual rate, in five (5) equal payments, with the first payment due on the first anniversary of the Effective Date of this Agreement, and the remaining four (4) payments to be made annually thereafter. City shall, without any additional contribution from Developer, contribute all other funds necessary to satisfy the terms, conditions and requirements of the Grant and to construct the Off-Site Improvements, including the cost of all permits associated with the Off-Site Improvements.



EXHIBIT C

Off-Site Improvements

Includes all improvements associated with frontage improvements to the Project including, but not limited to improvements to Tehama Street, extension of the water main from Road 53 to the proposed public street within the development, all sewer improvements from the Project to the City's Wastewater Treatment Plant and all necessary appurtenances as may be needed to install these improvements, including the following:

1. Widening of Tehama Street (old Hwy 99), alongside of the east boundary of the property, to improve approximately 2,665 feet of the roadway, including:
 - Turn pockets and acceleration and deceleration lanes for the access driveway to the new Harvest Drive for safe ingress and egress. The through travel lanes specified by the City are 14-foot wide lanes.
 - Transit provisions through construction of a bus pull-out at the entrance, serviced by Glenn Ride Bus Company.
 - Wider shoulders, 6'-wide bike lanes, guard railing, street lighting, tree planting and streetscaping.
 - Prefabricated culverts at the property entrance handling 100-year runoff in the existing drainage canal running parallel with Tehama Street.
 - Utilities to be extended along Tehama Street to the entrance and on Harvest Drive. These include 3,300 feet of 12-inch diameter potable water main, and 1,615 feet of new 15-inch diameter sanitary sewer main.
 - 1,770 lineal feet of storm drain.
 - The Tehama Street improvements will also serve the City of Willows Wastewater Treatment Plant located on the opposite side of the street from the Project. The City will obtain permits from Northern California Railroad to jack and bore for a sewer line connection east of the railroad.
2. Construction of Harvest Drive to its cul-de-sac for access to the commercial lots, approximately 700 lineal feet in length.
3. Construction of secondary emergency vehicle access road from onsite to Tehama Street (old Hwy 99).

EXHIBIT D

Description of the Property



Description.

The following described real property in the County of Glenn State of California:

PARCEL 1

The Northeast quarter of Section 16 Township 19 North Range 3 West M D B & M

EXCEPTING THEREFROM the following

(a) That portion thereof described in the deed from J. T. McDevitt to the County of Glenn, dated September 10, 1915 and recorded November 3, 1915 in Book 48 of Deeds at page 96, described as follows:

COMMENCING at a point 80 feet distant West at right angles from the center line of the Southern Pacific Railroad designated as Engineer Station 449 63 of the C. H. C. Survey; thence North 0 degrees 6 minutes West 324 feet to the South limits of the Town of Willows, thence South 89 degrees 54 minutes West 190.3 feet along said town limits of Willows; thence southerly along a left curve with a radius of 330 feet for 157.06 feet, Thence along a right curve with a radius of 270 feet for 212.24 feet; Thence North 89 degrees 54 minutes East 30 feet to the place of beginning, being a portion of the Northeast quarter of the Northeast quarter of Section 16, Township 19 North, Range 3 West M D M

(b) That portion thereof described in the deed from J. T. McDevitt to the County of Glenn, dated October 24 1918 and recorded November 15, 1918 in Book 62 of Deeds, at page 408, described as follows:

COMMENCING at the common corner of Section 9, 10, 15 and 16 in Township 19 North, Range 3 West, M D M., running thence Southerly along and with the East line of said Section 16, 318.9 feet, more or less to a point due East of a concrete monument set in the Easterly line of the State Highway leading to the Town of Willows, thence West to said concrete monument in the Easterly line of said State Highway, thence Northwesterly along and with the Northeasterly line of said State Highway, on a curve of 300 feet radius to the left 256.4 feet to a concrete monument and thence along and with said Northeasterly line of said State Highway on a right curve of 300 feet radius, 71.3 feet; thence following the Easterly line of said State Highway Northwesterly to the intersection thereof with the North line of said Section 16, thence East along and with said North line of Section 16 to the point of beginning

(c) Parcel A as said parcel is shown or designated on the parcel map filed for record in the office of the County Recorder of the County of Glenn, State of California, on January 26, 1979 in Book 7 of Parcel Maps, at page 22, the same being a portion of the Northeast quarter of Section 16, Township 19 North, Range 3 West, M. D. B. & M.

(d) That portion thereof described in the deed from Margaret T. McDevitt, a single woman, to the State of California, dated September 28, 1965 and recorded December 2, 1965 in Book 484 of Official Records, at page 46

PARCEL 2

All of Lots 1, 2 and 3 in Block 21; Lots 1 and 2 in Block 22 and the West 400 feet of Lot 2 in Block 23 of Villa Lots as per the official map or plat of South Willows, West Willows and Villa Lots of the Willows Land and Improvement Company, now on file and of record in the office of the County Recorder of the County of Glenn State of California in Volume 1 of Maps at page 49.

EXCEPTING THEREFROM that portion deeded to the State of California by Deed recorded August 4, 1965 in Book 480, page 366 Official Records of Glenn County

ALSO EXCEPTING THEREFROM that portion deeded to Glenn-Colusa Irrigation District by Deed recorded September 30, 1974 in Book 577, page 693 Official Records of Glenn County

APN: 001-091-012-0, 017-170-011-0, 001-101-003-0 AND 001-102-014-0



PARCEL 3:

Parcel One as shown on that certain Parcel Map filed for record in the office of the County Recorder of the County of Glenn, State of California recorded on July 19, 2006 in Book 13 of Parcel Maps at page 22

APN: 017-170-017-9



2017-3953

RECORDING REQUESTED BY:



City of Willows

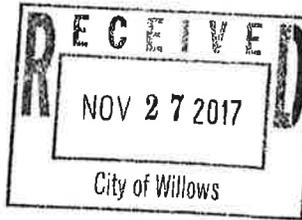
WHEN RECORDED MAIL TO:

City of Willows
201 N. Lassen Street
Willows, CA 95988

Recorded at the request of:
CITY OF WILLOWS

09/19/2017 03:23 PM
Fee: \$0.00 Pgs: 7

OFFICIAL RECORDS
Charles M. Meriam, Clerk-Recorder
Glenn County, CA



Above Space is for Recorder's Use Only

**EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE § 27383**

**FIRST AMENDMENT TO RECORDED DOCUMENT #2016-1956
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF WILLOWS
AND
CALIFORNIA LAND INVESTORS LLC,
WILLOWS, CALIFORNIA**

Dated: September 19, 2017



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") dated as of September 13, 2017, is entered into between the City of Willows, a California municipal corporation ("City") and California Land Investors LLC, a California limited liability company ("Developer").

THE PARTIES ENTER INTO THIS AMENDMENT based upon the following facts, understandings and intentions:

A. City and Developer entered into that certain Development Agreement dated May 10, 2016 and recorded in the Official Records of Glenn County as Document No. 2016-1956 (the "Development Agreement"), governing, among other things, the development of certain real property located in Willows, California. The capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.

B. The funding of the Grant (defined in Exhibit B to the Developer Agreement) has been delayed, and the City and Developer wish to make adjustments to timing requirements for certain of their respective obligations.

C. City and Developer now desire to amend the Development Agreement as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Developer Contribution.** Exhibit B to the Development Agreement requires Developer to make its first installment toward the \$535,715.00 contribution to City within one year after the Effective Date of the Development Agreement. City and Developer agree, however, that Developer shall not be required to make such first installment until six (6) months after the initial Grant funding occurs.

2. **Completion of Off-Site Improvements.** Exhibit B to the Development Agreement requires City to complete construction of the Off-Site Improvements by June 1, 2017. City and Developer agree, however, that City shall not be required to complete construction of the Off-Site Improvements until the earlier of (a) one (1) year after the initial Grant funding occurs, and (b) the date established by the Grant requirements imposed by the EDA, as the same may be amended from time to time.

3. **Term.** The Term of the Agreement (set forth in Section 4(b) of the Agreement) is hereby extended to, and shall now expire on, the date that is twelve (12) years after the ordinance approving this Amendment is adopted by the City.



4. Entire Agreement. This Amendment, together with the Development Agreement, represents the entire understanding between City and Developer concerning the subject matter hereof, and there are no understandings or agreements between them relating to the Development Agreement or the Premises not set forth in writing and signed by the parties hereto. No party hereto has relied upon any representation, warranty or understanding not set forth herein, either oral or written, as an inducement to enter into this Amendment.

5. Continuing Obligations. Except as expressly set forth to the contrary in this Amendment, the Development Agreement remains unmodified and in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

6. Counterparts/Facsimile. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. This Agreement may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

[SIGNATURES TO FOLLOW ON PAGES 3 AND 4]



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

CITY OF WILLOWS

By: 
Gary Hansen, Mayor

APPROVED AS TO FORM:

By: 
Robert Hunt, City Attorney

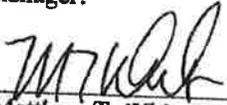
(NOTARIZATION ATTACHED)



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

CALIFORNIA LAND INVESTORS LLC.,
a California limited Liability Company

By: G & W Ventures LLC.,
a California limited liability company,
its manager.

By: 
Matthew T. White, Manager

(NOTARIZATION ATTACHED)



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

State of CALIFORNIA
County of GLENN

On 9-14-17 before me, BERNICE PERRY, a Notary Public, personally appeared

Gary Hansen and Robert Hunt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

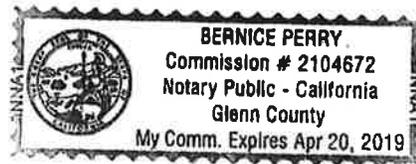
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Bernice Perry

Name: BERNICE PERRY
(Typed or Printed)

(Seal)



2019-1958

Recorded at the request of:
CITY OF WILLOWS

05/24/2019 10:58 AM
Fee: \$0.00 Pgs: 6

OFFICIAL RECORDS
Sandy Perez, Clerk-Recorder
Glenn County, CA

RECORDING REQUESTED BY:

City of Willows

WHEN RECORDED MAIL TO:

City of Willows
201 North Lassen Street
Willows, CA 95988

Above Space for Recorder's Use Only

**EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE § 27383**

**SECOND AMENDMENT TO RECORDED DOCUMENT #2016-1956
DEVELOPMENT AGREEMENT BETWEEN
CITY OF WILLOWS
AND
CALIFORNIA LAND INVESTORS LLC,
WILLOWS, CALIFORNIA**

Dated: May 24, 2019



SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") dated as of November 13, 2018, is entered into between the City of Willows, a California municipal corporation ("City"), and California Land Investors, LLC, a California limited liability company ("Developer").

THE PARTIES ENTER INTO THIS AMENDMENT based on the following facts, understandings and intentions:

A. City and Developer entered into that certain Development Agreement dated May 10, 2016 and recorded in the Official Records of Glenn County as Document No. 2016-1956, as amended by that certain First Amendment to Development Agreement dated September 13, 2017 and recorded in the Official Records of Glenn County as Document No. 2017-3953 (collectively, the "Development Agreement"), governing, among other things, the development of certain real property located in Willows, California. The capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.

B. The funding of the Grant (defined in Exhibit B to the Developer Agreement) has now been finalized, and the City and Developer wish to provide for an additional monetary contribution by Developer, make adjustments to the time requirements of their respective obligations, and extend the Term of the Development Agreement.

C. City and Developer now desire to amend the Development Agreement as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Developer Contribution.** The date by which Developer is required to make the first annual installment of the \$535,715.00 contribution pursuant to Exhibit B to the Development Agreement shall now be the date (the "Initial Payment Date") that is twenty-four (24) months after the date the initial Grant funding occurs, with interest beginning to accrue on the Initial Payment Date.

2. **Additional Developer Contribution.** In addition to the \$535,716.00 contribution to be made by Developer pursuant to Exhibit B to the Development Agreement, Developer shall make an additional contribution of \$401,159.00 toward the cost of the Off-Site Improvements (as such term is defined in Exhibit B to the Development Agreement), which contribution shall be made by Developer to City no later than April 1, 2019.



3. **Term.** The Term of the Development Agreement (set forth in Section 4(b) of the Development Agreement) is hereby extended to, and shall now expire on, the date that is twelve (12) years after the effective date of the ordinance approving this Amendment is adopted by the City.

4. **Entire Agreement.** This Amendment, together with the Development Agreement, represents the entire understanding between City and Developer concerning the subject matter hereof, and there are no understandings or agreements between them relating to the Development Agreement not set forth in writing and signed by the parties hereto. No party hereto has relied upon any representation, warranty or understanding not set forth herein, either oral or written, as an inducement to enter into this Amendment.

5. **Continuing Obligations.** Except as expressly set forth to the contrary in this Amendment, the Development Agreement remains unmodified and in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

6. **Counterparts/Facsimile.** This Amendment may be executed in several counterparts, and all so executed shall constitute an agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. This Amendment may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in portable document format ("pdf"), and copies of this Amendment executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

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

CITY OF WILLOWS

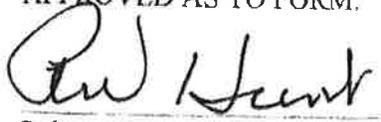
By: 
Kerri Warren, Mayor

CALIFORNIA LAND INVESTORS, LLC,
a California limited liability company

By: G & W Ventures, LLC,
a California limited liability company,
its Manager

By: 
Matthew T. White, Manager

APPROVED AS TO FORM:


Robert W. Hunt, City Attorney



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

STATE OF CALIFORNIA)

COUNTY OF GLENN)

On 5/22/19, before me, Jane Petersen Collins, a Notary Public, personally appeared KERRI WARREN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

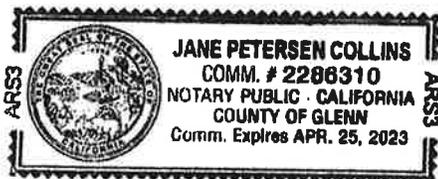
I certify under PENALTY OF PERJURY under the laws of the State of California that the Forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Jane Petersen Collins

Signature

(Seal)



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

STATE OF CALIFORNIA)

COUNTY OF GLENN)

On 5/21/19, before me, Jane Petersen Collins, a Notary Public, personally appeared ROBERT W HUNT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Jane Petersen Collins
Signature

(Seal)

